

MEMORANDUM

O F

UNDERSTANDING

CALIFORNIA NURSES ASSOCIATION

AND

ALAMEDA HEALTH SYSTEM

DBA ALAMEDA HOSPITAL AT

PARK BRIDGE REHBAILITATION AND WELLNESS CENTER

AND

SOUTH SHORE SKILLED NURSING FACILITIES

MARCH 1, 2019 TO FEBRUARY 28, 2022

CONTENTS

ARTICLE 1	1
RECOGNITION	1
ARTICLE 2	1
COVERAGE	1
ARTICLE 3	1
ASSOCIATION SECURITY RIGHTS	1
ARTICLE 4	2
NONDISCRIMINATION IN EMPLOYMENT	2
ARTICLE 5	3
PERSONNEL CATEGORIES	3
ARTICLE 6	4
WAGES	4
ARTICLE 7	5
CHANGE IN STATUS	5
ARTICLE 8	6
HOURS OF WORK	6
ARTICLE 9	8
VACATION LEAVE	8
ARTICLE 10	10
SICK LEAVE	10
ARTICLE 11	12
HOLIDAYS	12
ARTICLE 12	14
HEALTH AND WELFARE BENEFITS	14
ARTICLE 13	16
DISABILITY INSURANCE BENEFITS	16
ARTICLE 14	17
LIFE INSURANCE	17
ARTICLE 15	17
LEAVES OF ABSENCE	17
ARTICLE 16	23
RETIREMENT PROGRAM	23

ARTICLE 17	23
PAY FOR JURY DUTY.....	23
ARTICLE 18	24
PHYSICAL EXAMINATION	24
ARTICLE 19	24
SENIORITY	24
ARTICLE 20.....	24
REDUCTION OF STAFF.....	24
ARTICLE 21	27
BULLETIN BOARD	27
ARTICLE 22	27
POSTING OF SCHEDULES.....	27
ARTICLE 23	27
PROFESSIONAL PERFORMANCE COMMITTEE.....	27
ARTICLE 24	29
JOINT LABOR-MANAGEMENT COMMITTEE.....	29
ARTICLE 25.....	30
NURSING PRACTICE	30
ARTICLE 26	30
IN-SERVICE EDUCATION.....	30
ARTICLE 27	31
POSITION POSTING AND FILLING OF VACANCIES.....	31
ARTICLE 28	32
NURSE REPRESENTATIVES	32
ARTICLE 29.....	32
ARBITRATION.....	32
ARTICLE 30	35
DISCIPLINE	35
ARTICLE 31	38
PATIENT CARE AND TECHNOLOGY	38
ARTICLE 32	39
PRECEPTOR PROGRAM.....	39
ARTICLE 33	39

CHANGE IN OPERATIONS	39
ARTICLE 34	40
SAVINGS CLAUSE	40
ARTICLE 35	40
TERM OF AGREEMENT	40
Side Letter	42
Appendix A	43

THIS MEMORANDUM OF UNDERSTANDING, made and entered on March 1, 2019 by and between Alameda Health (AHS) doing business as Alameda Hospital at Park Bridge Rehabilitation and Wellness Center and South Shore Skilled Nursing Facilities, hereinafter referred to as the “SNF” and the CALIFORNIA NURSES ASSOCIATION, representative of the Registered Nurses, hereinafter referred to as the “Association.”

ARTICLE 1
RECOGNITION

AHS hereby recognizes the Association as the sole agent representing the Nurses covered by the Memorandum of Understanding for the purpose of collective bargaining.

ARTICLE 2
COVERAGE

The Nurses covered by this Memorandum of Understanding are all graduate, Registered Nurses employed by the SNF performing nursing services, as hereinafter listed, and excluding only Supervisors, Assistant Supervisors, Nurse Managers, Assistant Director of Nursing, MDS Coordinator, administrative or executive personnel having authority to hire discipline, discharge or determine personnel policies.

ARTICLE 3
ASSOCIATION SECURITY RIGHTS

The parties hereto recognize that the basic function of the SNF is to provide care for the sick, and that it is the basic purpose of the Association to advance the standards of nursing practice to the end that better nursing care may be achieved.

AHS recognizes that the Association has responsibility for and contributes to fostering high standards of nursing practice, and that through membership in the Association, the professional nursing staff at the SNF will be improved.

A. **Required Membership**

All Nurses covered by this Memorandum of Understanding shall become the members of the Association within thirty-one (31) days after employment and shall continue membership in good standing during the life of the Memorandum of Understanding.

B. **New Employee Notices**

The SNF shall also give to each Nurse at the time of employment, the current Association form authorizing voluntary payroll deduction of monthly dues.- Upon request, the SNF will provide the Association with a master list of all employed Nurses who are subject to the provisions of the Memorandum of Understanding giving the names, addresses, classifications, and dates of employment.

Upon request, SNF will forward to the Association the current list of employee names, addresses, classification and social security numbers and the dates of employment of new

Nurses and the names of Nurses who have resigned or who have been terminated.

C. Payroll Deduction of Association Dues

1. Remitting Dues

The SNF will promptly remit the membership dues deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Normally, the deductions will be made on the first pay period of each month for the then current membership dues. However, the Association and the SNF may make other arrangements by mutual consent.

D. Indemnification

The Association will hold harmless the SNF against any claim, which may be made by any person by reason of the deduction of Association membership dues, including the cost of defending against any such claim.

The Association will have no monetary claim against the SNF by reason of failure to perform under this Section.

E. Voluntary Political Education and Action Fund

The Employer agrees to administer a voluntary check-off of employee contributions to the Union's political education and action fund. The program shall include the following provisions:

1. Contributions to the political education and action fund are voluntary for employees.
2. The Union is responsible for obtaining check-off authorization from each employee who wishes to have a voluntary payroll deduction.
3. The Union will reimburse the employer for the costs of administering the payroll deduction.

ARTICLE 4

NONDISCRIMINATION IN EMPLOYMENT

There shall be no discrimination by the SNF against any Nurse on account of membership in or activity on behalf of the Association. Such Association activity shall not interfere with any Nurse's regular work.

Neither the SNF nor the Association shall discriminate for or against any Nurse or applicant for employment on account of race, sex, age, creed, color, national origin, physical disability, sexual orientation, gender identity, political affiliation or any other protected classification included by law.

The SNF and the Association shall comply with any applicable federal, state or local laws pertaining to sexual preference. In the absence of such laws, it is not the intention of the SNF to discriminate in employment against any Nurse by reason of sexual preference.

ARTICLE 5
PERSONNEL CATEGORIES

A. Definitions

1. Regular Full-Time

A Nurse who is regularly employed to work a predetermined work schedule of forty (40) or more hours per week.

2. Regular Part Time Nurse

A Nurse who is regularly employed to work a predetermined schedule of at least twenty (20) but less than forty (40) hours per week.

3. Short-Hour Nurse

A Nurse who is regularly scheduled to work on a predetermined schedule of less than twenty (20) hours per week.

4. Per Diem Nurse or On Call Nurse

Nurses who work intermittently are defined as Per Diem and shall schedule themselves for (or work) at least (4) shifts during a four (4) week schedule. This will include one (1) weekend (equivalent to two (2) weekend shifts) during the four (4) week schedule. Per Diem/On Call employees must make themselves available and/or take shifts on days that have openings for which they are needed. That means being at available and taking shifts on days that have shifts that are open.

All Per Diem nurses must work one of the three major holidays (New Year's, Thanksgiving, or Christmas).

5. Temporary Nurse

A Nurse who is hired as an interim replacement or for temporary work on a predetermined schedule for a period of up to three (3) calendar months; provided that such time may be extended by mutual agreement for the duration of the absence of a Nurse that the Temporary Nurse is replacing.

B. Short-Hour Nurses

A Short-Hour Nurse is

1. A Nurse who is regularly scheduled to work on a predetermined work schedule of less than twenty (20) hours per week; or
2. A Nurse who is employed to work on an intermittent basis; or
3. A Nurse who is hired as an interim replacement or for temporary work in a predetermined schedule which does not extend beyond three (3) calendar month.

C. Staff Nurse Categories

1. Staff Nurse I

A Nurse employed by the SNF who has less than (6) months of recent Hospital, clinic or similar registered nursing experience. During that 6 month period, the Staff Nurse I is on probation and can be released for any reason without appeal.

2. Staff Nurse II

A Nurse employed by the SNF who has at least six (6) months of recent Hospital, clinic or similar nursing experience.

ARTICLE 6
WAGES

The hourly wage rate for RNs covered by this agreement shall not be less than thirty-five dollars and three cents (\$35.03) upon ratification of this agreement.

RNs covered by this agreement shall, upon ratification, receive four percent (4%) over and above their current rate of pay effective the first pay period following ratification.

RNs covered by this agreement shall receive two percent (2%) effective the first pay period six (6) months following ratification.

RNs covered by this agreement shall receive two and one-half percent (2.5%) effective the first pay period of the second year of this contract.

RNs covered by this agreement shall receive two and one-half percent (2.5%) effective the first pay period of the third year of this contract.

Effective the first pay period following ratification of this agreement the Resource Nurse shall receive one dollar and twenty-five cents (\$1.25) over and above their current rate of pay.

Upon ratification RNs covered by this agreement shall receive two (2) months of retroactivity.

PM Shift RNs shall receive one dollar and seventy cents (\$1.70) over and above their current rate of pay.

NOC Shift RNs shall receive two dollars and twenty cents (\$2.20) over and above their current rate of pay.

Weekend Shift RNs shall receive eight dollars (\$8.00) per weekend shift over and above their current rate of pay.

Per Diems covered by this agreement shall receive seven dollars and thirty-eight (\$7.38) over and above their current rate of pay

ARTICLE 7
CHANGE IN STATUS

When a Nurse changes from full-time to Part Time or from Part Time to a full-time schedule, the Nurse shall be subject to the following rules with respect to wages and accumulation of fringe benefits.

A. Regular Full Time to Regular Part Time

1. Keep current base hourly rate.
2. Keep same anniversary date for benefits.
3. Carry over fringe benefit accumulation to date of change prorated fringe benefits after date of change.

B. Regular (Full or Part Time) to Per Diem

1. Keep current base hourly rate.
2. Per Diem nurse to earn _____ above regular full time or part-time base hourly rate.
3. Pay off earned and accrued vacation for which the Nurse eligible and pay off earned and unpaid holidays.

C. Regular Part Time to Regular Full-Time

1. Keep current base hourly rate.
2. Keep same anniversary date for benefits.
3. Carry over fringe benefits accumulated as of date of change after date of change, accumulate fringe benefits at full-time rate.

D. Per Diem to Regular (Full or Part Time)

1. Keep current base hourly rate.

Start fringe benefit accumulation at regular full-time or prorated rate as of date of change in status. However if the Nurse previously was a regular full-time or regular Part Time Nurse at the SNF with no break in service, the Nurse retains for fringe benefit accumulation the same date the Nurse had when a regular full-time or regular Part Time Nurse, adjusted forward for the length of time in Per Diem status. The Nurse also in such cases retains any unused sick leave accumulated while in regular full-time or regular Part Time status.

ARTICLE 8
HOURS OF WORK

A. Straight Time

The straight time workweek shall be forty (40) hours, five (5) days per week. A straight time day's work will consist of no more than eight (8) hours.

B. Overtime

1. Workweek

If required to work in excess of forty (40) hours in any one (1) workweek, a Nurse shall be paid overtime at the rate of time and one half (1-1/2) the straight time pay.

2. Workday

If a Nurse is required to work in excess of eight (8) hours in any one (1) workday excluding meal period or in excess of eight (8) hours in consecutive time excluding meal period such Nurse shall be paid at time and one-half (1-1/2) the Nurse's straight time rate for such work in excess of eight (8) hours. Double (2x) the Nurse's regular straight-time hourly rate of pay shall be paid for all hours worked in excess of twelve (12) consecutive hours in any one (1) workday excluding meal period.

3. Authorization of Overtime

All overtime worked by a Nurse should be authorized in advance, otherwise the claim for overtime shall be subject to review. If it is not possible on the day overtime is worked to secure authorization in advance, the Nurse shall record the overtime on a record made available by the SNF, and give the same to the supervisor at the earliest opportunity for approval. It is understood that the SNF's will develop a policy on unauthorized overtime and will submit it to the Union to meet and confer prior to implementation of the policy.

There shall be no mandatory overtime, except during a state of emergency declared by City, County, State, or Federal authorities, or during a short term (not to exceed twenty-four hours) City or County mandatory diversion override.

4. Lunch Period and Payment for Lunch Time Worked

Full shift Nurses working the day and evening shifts who are scheduled to work eight (8) hours within a spread of eight and one-half (8-1/2) hours shall receive not less than one-half (1/2) hour for lunch. If such Nurse is required by the Supervisor in advance to work during the lunch period, such lunch period shall be paid as time worked in addition to payment for the full shift and shall be deemed time worked for the purpose of computing overtime. This provision does not prevent a night shift Nurse from working eight (8) hours within eight (8) hours without a meal period and eating at the Nurse's station, so long as in such case the eight (8) hours are all compensable time.

5. Timekeeping

Time records should be accurate but it is recognized that the timekeeping system is based upon precise minute. Such a system of timekeeping should not, however, be more stringent in docking

Nurses who are late than in permitting uncompensated work time. Overtime calculations for the purpose of timekeeping shall be compliant with existing laws and regulations.

6. Mandatory Meeting OT Pay and Notification

- a. All time spent by an RN attending mandatory meetings shall be considered as time worked for compensation and OT purposes.
- b. All mandatory meetings will be posted and communicated as such.

7. Distribution of Overtime

The SNF shall use its best effort to distribute overtime work among regular full-time and regular Part-time Nurses for each unit on each shift on an equitable basis.

C. Rest Periods

Each Nurse shall be granted a rest period of fifteen (15) minutes during each half (1/2) shift without deduction in pay. These breaks will not be taken in conjunction with lunch or start and end of shift.

SNF Nurses will receive time and one half for missed meals up to one half hour for each missed meal period.

The SNF shall use its best efforts not to schedule the lunch break during either the first two (2) hours or the last two (2) hours of the shift.

D. Weekends Off

1. Definitions of Weekend

A weekend means Saturday and Sunday except in the case of a night shift where it means Friday and Saturday

2. Guarantee of Weekends Off

The SNF will use its best effort to grant each regular full-time and regular Part Time Nurse every other weekend off, and will guarantee that each Nurse will be granted at least thirteen (13) out of twenty-six (26) weekends off, and will not be required to work more than one (1) consecutive weekend in a row.

For the purposes of this paragraph, “work” means time actually worked by such Nurse.

The above weekend-off provisions may be waived on the written request of the individual Nurse. If the SNF requires such a Nurse to work more than two (2) consecutive weekends in a row, or more than thirteen (13) weekends in the twenty-six (26) week cycle, the Nurse will receive and additional day of pay or paid vacation for work performed on the third (3rd) consecutive weekend and each succeeding weekend worked until granted a weekend off, and for each weekend worked in excess of thirteen (13) in the twenty-six (26) week cycle, but these penalties shall not

be duplicated for the same weekend worked. The penalties, if any, shall be paid in a pay period immediately following the end of the twenty-six (26) week cycle.

3. Split Days Off and Eighty (80) Hours Option

Also, in order to accomplish the above, there shall be no restrictions on split days off and the SNF may utilize back-to-back work weeks and the "eighty (80) hour option" under the Fair Labor Standard Act for the purposes of computing overtime, except as modified in Article 7 Section F.

4. Waiver in Case of Catastrophe

In the event of a major catastrophe, the Association will waive any penalty provided for above (Section D.2 above).

E. Rest Between Shifts

Each regular full-time Nurse and each regular Part Time Nurse shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when the Nurse is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when the Nurse is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half (1-1/2). The provision may be waived on the request of the individual Nurse and with agreement of the supervisor.

F. Waivers

The above provisions concerning weekends off, rest between shifts, and premium pay after seven (7) consecutive days of work may be waived on the written request of an individual Nurse and with the agreement of the supervisor. Such requests for waiver shall be in writing, and the individual Nurse shall indicate the time period during which such waiver shall be in effect. The SNF shall furnish a copy of such waiver to the Nurse Representative designated by the Association for such purposes.

G. Premium Pay After Seven (7) Consecutive Days of Work

A Nurse required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1-1/2) for each day worked or portion thereof until granted a day off. This provision may be waived on the request of an individual Nurse and with the agreement of the supervisor.

ARTICLE 9 VACATION LEAVE

A. Vacation

Vacation accrual shall be prorated each pay period based upon a pro-ration of the regular hours paid within that pay period to the regular full-time pay period for the job classification. Vacation days or hours may be used for leave that is pre-approved such as vacation, holidays, personal business, education leave, non-medical emergencies (up to 16 hours per year to be taken in at least four (4) hour increments), religious observances, and other excused elective absences.

Education and Sick Leave, shall be taken pursuant to Article 10 and Article 15; the vacation account is not charged with this time off.

B. Vacation Accrual

Vacation days begin accruing on the day of employment and then continue to accrue on the basis of hours worked and the length of service and may be used without a waiting period. An employee shall accrue vacation according to the following schedule.

Years of Service	Vacation Days Per Year
Up to 1 year	18
2 to 4 Years	25
4 to 7 years	27
7 to 10 years	31
10 years and above	34

C. Payment of Vacation

Pay for vacation hours shall be based on a Nurse's current hourly rate of pay, which is in effect at the time of using vacation or at the time of converting vacation to cash. Upon the date of separation of his/her employment with the SNF or upon changing to per diem status, all unused vacation hours will be paid off at the current hourly rate of pay. Employees may, once a calendar year, elect to cash in up to half their annual vacation accrual from their bank.

D. Vacation Cap

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to avoid reaching the vacation cap specified below. SNF shall make a reasonable effort to accommodate written vacation requests submitted by employees which state that the purpose of such requests is to avoid reaching the vacation accrual cap.

Vacation accrual shall not exceed one and one-half (1-1/2) the employee's yearly accrual. Employees that reach the cap (400 hrs) will cease accruing vacation days until the balance is reduced below the cap.

E. Date When Vacation Credit Starts

Vacation accrual shall begin on the first (1st) day of employment but may be utilized only after the completion of at least the equivalent of 6 full-time pay periods of employment. Vacation hours may not be used in advance.

F. Vacation Request Procedures

The manager shall post blank calendars.

One vacation bid request period shall occur each year in the month of March:

Vacation requests shall be submitted on March 1st of each year to the department manager.

1. Vacation requests and the applicable seniority list shall be available for review by the Nurse in the unit.
2. When there are multiple requests for the same vacation time, first vacation requests shall be assigned based on seniority. Second vacation requests will be considered on a seniority basis after all first requests are granted. Subsequent vacation requests shall be assigned in the same procedure.
3. The SNF will notify each Nurse of the approval or denial of their advance vacation requests no later than March 31st.

Any Nurse who fails to submit a choice within the parameters above will be scheduled vacations or time off for other purposes on a first come first serve basis and approval will depend on staffing needs. Any vacation approved cannot supersede any vacation that has been previously approved for another employee. The SNF shall respond to all other vacation requests within three (3) weeks of the date the request is submitted.

Any time off requested is contingent upon the RN having enough vacation to cover it on the date the time off commences.

ARTICLE 10
SICK LEAVE

A. Accumulation

Sick leave with pay for bona fide illness shall be granted to regular employees at the rate of seven (7) days per year. Sick leave shall accrue per pay period. Sick leave shall accumulate to a maximum of twenty (20) days. An employee may use up to one-half (1/2) of his/her annual accrual to attend to the illness of his/her child, parent, or spouse.

B. Waiting Period

A Nurse is not entitled to any paid sick leave during the first ninety (90) days of continuous employment; thereafter, credit on the above basis is granted from the first (1st) day of employment. Paid sick leave shall commence with the first (1st) day of illness upon the completion of twelve 90 days of continuous employment.

C. Payment of Sick Leave

Sick leave shall be paid for the Nurse's regularly scheduled work days up to a maximum of five (5) days forty (40) Hours a week. A paid holiday to which a Nurse is entitled will not be subtracted from paid sick leave accumulation.

Pay for sick leave shall be base rate plus any shift differential to which the Nurse would have been entitled had the Nurse worked the regular schedule on the day or days of illness. Paid

sick leave shall be counted as time worked for the purposes of computing weekly overtime.

Sick leave shall be recorded on the Nurse's pay stub.

D. Proof of Disability or Illness

The SNF may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed. A doctor's certificate may be required for any absence due to illness during the first year of employment. A doctor's certificate may be required only if the employee has been absent for more than three (3) consecutive days of work or if the SNF has reason to believe the absence is an abuse of this sick leave provision.

E. Integration of UCD Benefits

Payment of sick leave shall not affect and shall be supplementary to Disability payment for Workers' compensation. A Nurse entitled to Disability or Workers' Compensation shall receive, in addition thereto, such portion of accumulated sick leave as will meet but exceed the standard earnings of such Nurse for his/her normal workweek, up to a maximum of five (5) days.

Sick leave pay subject to integration with Unemployment Compensation Disability (UCD) or Workers' Compensation (WC) shall be promptly even if information as to the precise amount of UCD and WC payments is not immediately available.

F. Sick Leave For Regular Part Time Nurses

A regular Par Time Nurse shall be entitled to sick leave benefits prorated on the basis of continuing employment for twenty7 (20) or more hours a week.

G. Sick Leave During Vacation

A Nurse becoming injured or sick while on vacation is eligible to utilize unused sick leave provided the Nurse provides an attending doctor's certification of such injury or illness or is admitted a Hospital.

H. Sick Leave Account

At the Nurse's request, the Hospital shall provide the Nurse with a written account of the sick leave the Nurse has accumulated together with a recording of the sick leave used by the Nurse.

I. Additional Sick Leave Utilization

Upon proper notification, sick leave shall be applicable for doctor and dentist appointments, and shall be available in two (2) hour segments, with a maximum of four (4) hours pay per pay period.

J. Reduction of Hours

Requests for reduction of hours by Nurses for medical reasons shall be considered on a case-by-case basis and will not unreasonably be denied.

ARTICLE 11
HOLIDAYS

1. Recognized Holidays

The following holidays shall be recognized:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Nurse's Birthday
Martin Luther King Jr. Birthday*	

*Holiday will be observed on the third Monday in January consistent with the Federal Holiday

2. Birthday Option

A Nurse's birthday holiday option may be exchanged for another day by mutual consent. The Birthday Holiday must be used by twelve (12) months from the employee's birthday.

3. Confirmation

Upon written request by the Nurse for time off for the birthday holiday, the SNF will give written confirmation of approval or disapproval within two (2) weeks of the date of application subject to revision because of unforeseeable operational requirements.

4. Major Holiday Off

SNF agrees to grant holiday time off to all regular Nurses on at least one (1) of the following holidays:

Thanksgiving, Christmas Eve, Christmas Day or New Year's Eve, New Year's Day

The Christmas and New Year's holidays can be celebrated on either the eve or the day but not both: only one will be counted as the holiday.

RNs can agree amongst themselves who is to work which holidays as long as staffing needs are met by core FTEs: absent such agreement: these major holidays will be rotated from year to year.

5. Observance

Fixed holiday as above designated shall be observed on those days designated by federal and state law.

6. Eligibility

If a RN scheduled to work a holiday requests the day off, this time will be deducted from the employee's vacation balance unless the employee requests leave without pay for the holiday.

No Nurse will be entitled to a paid holiday until such Nurse has been on SNF payroll for at least thirty (30) calendar days, except for the Nurse's Birthday, which shall be applicable after ninety (90) days of employment.

7. Definition of Holiday Shift

A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

8. Day Off on a Holiday

If a holiday falls on the Nurse's regular day off, the Nurse shall be granted another day off as holiday time. If the holiday falls within the Nurse's vacation, one (1) day shall be added to the Nurse's vacation.

9. Payment for Work on a Holiday

If an employee entitled to a paid holiday is required to work on any of the aforementioned holidays he or she shall be paid at the rate of double-time for actual hours worked. An employee will be paid holiday pay for which he or she is eligible.

If a holiday to which an employee is entitled falls on the employee's regular day off he or she shall be granted another day off with pay as a holiday within thirty (30) days or shall be paid an additional day's pay.

10. Eligibility for Holiday Pay

To be eligible for holiday pay the nurse must have been on a previously approved paid leave or worked their scheduled shifts before and after the holiday. Nurses on unpaid extended leaves are not eligible for paid holidays.

11. Rotation of Holiday Time

The SNF shall use its best effort to rotate equitable holiday time off among regular Nurses for each unit. This provision shall not affect ARTICLE 11 Section 4 guaranteeing each regular Nurse at least one (1) of the following holidays off: Christmas or New Year's Day.

12. Holiday Occurring During Paid Leave

If a nurse is on a paid leave such as vacation, sick, etc. that nurse will not be charged paid leave for a paid holiday listed above. If a nurse is scheduled to work on a holiday and request the day off, then the nurse will utilize a vacation day for payment of the requested time off.

13. Holiday for Regular Part Time Nurses

A regular Part Time Nurse shall be entitled to holiday benefits prorated on the basis of continuing employment for twenty (20) or more hours a week.

ARTICLE 12
HEALTH AND WELFARE BENEFITS

A. Scope

AHS will enroll all eligible regular full-time and eligible part-time Nurses and their eligible dependents covered by this Memorandum of Understanding (MOU) in its current HEALTH PLAN, DENTAL PLAN, PRESCRIPTION DRUG PLAN AND VISION PLAN, at AHS's expense.

B. Notification of Material Changes

AHS agrees to notify all benefit eligible Nurses of any material changes(s) in the Health Plan that would have an effect on them. This includes, but may not be limited to: change in Health plan Administrators, change in net work and/or access, etc. Note: Language and coverage to be amended in accordance with the Health Care Reform as required. Subject to a 30 day notice to the Union, changes to the Health Plan agreed upon between Alameda Hospital nursing unit and CNA will be adopted by AHS for Park Bridge and South Shore nurses represented by CNA.

C. Eligibility of Nurses

An eligible Nurse is a regular Nurse who has worked continuously for AHS for twenty (20) or more hours a week for a period of ninety (90) days and who continues to work such a schedule.

D. Family Coverage

An eligible Nurse's spouse or domestic partner, and dependent children up to nineteen (19) years of age and dependent children who are full-time students carrying 12 units or more in an accredited school, until the age twenty-five (25), may be enrolled without charge in the Health, Dental, Vision and Drug Programs.

Under this provision, domestic partner is defined as the following:

An unmarried registered domestic partner of the same sex as the Nurse who must be at least eighteen (18) years of age, not married to any other person and not committed to any other Domestic Partner, living together in a long-term relationship of indefinite duration and with an exclusive mutual commitment similar to that of a marriage, and agreement by the partners to be financially responsible for each other's well-being and for each other's debts to third parties.

Eligible Nurses shall sign and file an affidavit with the Hospital declaring that the conditions stated are met.

Eligible Nurses shall supply documentation of registration with the State of California.

E. Coverage During Disability

AHS will continue coverage of a Nurse disabled for work by a job-connected injury or illness as

determined by the Workers' Compensation Appeals Board during such disability up to a maximum of twelve (12) months.

F. Open Enrollment. Eligible employees may choose among available options during an open Enrollment period in the Fall of each year.

G. Dental Plans

1. AHS shall contribute the full cost of the provider's charge for a dental plan for full-time employees and their dependents, including domestic partners and their dependents, provided that the employee is benefit eligible based upon the number of hours worked during the annual look back period, the eligibility is the same as the Medical plans. Eligible full-time employees may elect any one of the dental plan options provided through AHS.
2. The dental plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employees as described in Section A.5 above. To participate, and employee must have a calculated FTE of .50 or higher in the prior benefit look back period.
3. Dental Plan Premium Payment On Final Paycheck Before Authorized Leave Without Pay Or Employee Separation. AHS shall make a dental plan premium payment on a final paycheck for employees who are on paid status at least forty (40) hours in the last biweekly pay period.
4. Effect OF Authorized Leave Without Pay. Employees who are granted a leave of absence without pay, whose dental plan coverage has lapsed for a period of ten (10) pay periods or less, and who return to work paid status of at least forty (40) hours per pay period shall retain dental plan eligibility as further provided.
5. Full-time and Part-time employees. Full time and part time employees regularly scheduled to work 50% or more per pay period who were absent on authorized leave without pay, whose dental plan coverage lapsed for a duration of ten pay periods or less, will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Those whose dental plan coverage lapsed for a duration greater than ten (10) pay periods will be re-enrolled in the same manner as is allowed for new hires with respect to the application of deductibles, maximums and waiting periods. Coverage begins at the effective date of coverage will be based on guidelines established by AHS.
6. AHS Open Enrollment. Eligible employees may choose from among the options available during the annual Open Enrollment period. Premiums of all AHS dental options will be paid according to dependent status (single, two-party, or family).

H. Healthcare Cost Containment Labor Management Committee

CNA will participate in a joint labor management committee with the purpose of exploring ways of reducing and/or holding down the cost of employee health, vision and dental plans for both the Center and the employees. The Healthcare Cost Containment Labor Management Committee (HBCCC) will meet monthly and will include no more than two CNA representatives. Other bargaining units are invited to participate. The parties may mutually agree to add other members and/or bring in others inside and outside the organization on an ad hoc basis to assist in the Committee's mission.

I. Effect of Mandated Fringe Benefits

In the event that State or Federal law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this Memorandum of Understanding so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and condition of employment becomes effective, but the parties hereto shall then meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State or Federal mandate does not result in an overall loss of benefits to employees.

J. Dependent Care Salary Contribution

Subject to the applicable provision of the Internal Revenue Service, employees may contribute up to \$5,000 each calendar year from their salaries for approved dependent care. (Eligible employees may only contribute a portion of their salary for such expenses; there is no AHS contribution for dependent care). PER DIEM employees are not eligible for this benefit.

Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable AHS administrative procedures.

ARTICLE 13

DISABILITY INSURANCE BENEFITS

A. Participation

AHS shall continue to participate under the State Disability Insurance (SDI) Program.

B. Employee Options

There are two (2) options available to an employee who is otherwise eligible for disability insurance benefits which are as follows:

C. Pap Smears and Mammograms

Effective upon ratification, Pap Smears and Mammograms shall be covered under the health plan.

D. Per Diem Employees

Beginning January 2, 2015 Services as needed employees will be eligible for Medical if they work on average 30 hours or more per week during the annual benefit look back

period or as ACA dictates.

E. Duplicative Coverage

AHS shall not provide duplicate coverage to married/domestic partnership employees.

Share the savings will be a flat \$250 per month for opting out of the health plan altogether. Employees will be able to opt out of the Dental plan as well for \$20 per month; again, they would have to opt completely out. Married couples or domestic partners who both work for AHS will not be eligible for either share the saving or double health and/or dental coverage.

ARTICLE 14
LIFE INSURANCE

Except for per diem employees and any employee who is regularly scheduled to work less than half the regular work week for the job classification, basic group life insurance coverage of \$9,000 will be provided to each employee who meets the enrollment requirements. AHS shall continue to pay necessary premiums for two (2) pay periods after the employee goes on approved leave without pay. This coverage reduces by 33% at age 65. This reduction will apply to the amount in force just prior to each reduction interval. The reduced amounts will be rounded in accordance with the existing schedule.

ARTICLE 15
LEAVES OF ABSENCE

A.

1. Disability Leaves

Any Nurse who has been continuously employed by the SNF for at least one (1) year may be granted a leave of absence upon proper proof of physical or mental disability. Such leave shall not be more than six (6) months, except in the case of industrial injury, which shall be handled in accordance with the law and shall be paid or unpaid depending on leave the employee has accumulated. Disability leaves may be extended for an additional period up to six (6) months upon a physician's statement of the Nurse's continued disability.

2. At the request of either party, both the Union and AHS representatives will meet with an employee on extended leave to review options open to that Nurse including modified duty, reasonable accommodation, retirement, permanent disability, etc.

3. Leaves for Other Reasons

Leaves of absence for all other reasons may be granted only by agreement between the Nurse and the SNF. Such leaves shall not be unreasonably denied.

4. Use of Paid Leave

Nurses must use accumulated paid leave while on any leave of absence and may only be in unpaid status when such paid leave is exhausted.

B. Accrual of Rights

Authorized leave of absence for any purpose shall not affect previously accumulated sick leave, vacation time or tenure as long as the nurse remains in paid status.

C. Written Authorization

At the time of such leave, the Nurse upon request may receive a written copy of leave of absence authorization.

D. Change of Anniversary Date

Anniversary date for the purpose of salary tenure steps and vacation eligibility will not be changed until the Nurse exceeds thirty (30) consecutive days' leave of absence without pay. In all cases the first thirty (30) days shall not be counted when anniversary date is changed.

E. Return From Leave of Absence

When a Nurse returns from a leave of absence, the SNF shall reinstate the Nurse to the former position and department held by the Nurse in accordance with the following:

1. If the leave is 12 weeks or less or less than the Nurse's entitlement under law, the Nurse shall be returned to her/his former position, shift and unit consistent with staffing reductions and/or layoffs which may have occurred during the period of the leave of absence.
2. If the leave is over 12 weeks or more if entitled by law, the Nurse shall be returned to her/his former position, shift and unit if the position is available. If the position is not available upon the Nurse's return, the Nurse shall be reinstated in a substantially similar position or department if there is a vacancy and given the first opportunity to fill a vacancy in the original department for which she/he is qualified. These provisions do not automatically apply if SNF has Nurses on layoff when the Nurse returns from a leave of absence. However, these provisions will apply again when the SNF no longer has Nurses on layoff.
3. A Nurse may return prematurely from a leave of absence by presenting a written notice of intention to return to work within two (2) weeks, or by mutual agreement between the Nurse and the SNF.

In cases of disability leaves, a doctor's statement indicating the Nurse's physical ability to resume her/his normal duties must be submitted.

F. Paid Educational Leave

1. Eligibility Criteria

a. Scope

A regular Nurse shall earn leave with pay to attend courses, institutes, workshops or classes or home study of an education nature on the basis of five (5) days for each year worked as a full-time Nurse.

After six (6) months' employment, an eligible Nurse may use the educational leave earned to date; for example, in the case of a full-time Nurse, up to two and one-half (2-1/2) days' education leave.

In order to take education leave, the following additional requirements must be met:

1. The Nurse applies in advance in writing specifying the course, institute, workshop or class the Nurse wishes to attend;
2. The Nurse obtains permission from the Director of Nursing to attend;
3. Such leave shall not interfere with staffing;
4. For educational leave of five (5) or more consecutive days, the Nurse's application should be made at least thirty (30) days before the intended leave.
5. All such leave will only be for hours the nurse would have otherwise worked. No leave will be paid for courses taken when the nurse is off duty.

b. No Unreasonable Denial

Permission for such education leave will not be unreasonably denied.

2. Yearly Basis

The regular full-time Nurse shall be eligible for five (5) days' educational leave per year. The regular Part Time Nurse shall be eligible for paid educational leave on a prorated basis.

3. Accumulation

A Nurse may accumulate up to one year's educational leave benefit. However, such accumulated leave must be taken during the Nurse's next year of employment at the SNF. Accumulated educational leave days may be taken in conjunction with some or all of the days earned in the following year, so that a Nurse may take two years' worth of education leave at one time.

Any educational leave not taken within the year it is earned or within the following year of the Nurse's employment is waived by the Nurse. However, if a Nurse requests educational leave and does not receive it within the year it is earned or within the following year, the Nurse may accumulate it for the following year.

4. Leave at Request of SNF

If the Water's Edge wishes the Nurse to engage in an educational program other

than In-service Education program, the SNF and the Nurse may mutually agree that this is charged against the Nurse's educational leave. If the Nurse declines to engage in such educational program, the SNF has the option to withdraw its request or to require the Nurse to engage in such program, in which event it is not charged against the Nurse's educational leave. It is understood that an individual Nurse shall have a choice in the selection of the types of educational programs in which the Nurse will participate.

5. Leave at Option of SNF

Nurses may request unpaid leave of absence not to exceed thirty (30) days for professional activities such as, but not necessarily limited to, educational workshops, seminars continuing education courses, and participation in bona fide activities of the Association. The SNF will grant such leaves except on those occasions when such leaves would seriously affect staffing requirements.

6. Guidelines

The following shall serve as guidelines for the program covered by paid educational leave:

- a. Formally organized courses in nursing;
- b. Formally organized courses in related subjects leading to a degree in nursing;
- c. Formally organized seminars and symposia dealing with the contemporary practices of nursing;
- d. Formally organized specialized courses relating to nursing practice;
- e. Formally organized clinical nursing seminars and institutes such as Maternity and Child Health and Medical-Surgical;
- f. Formally organized programs for health professionals open to Registered Nurses and which deal with issues involving patient care;
- g. Formally organized specialized programs not directly involving nursing by primarily related to patients' health and welfare (e.g., Child Development, Counselling, Home Care, Community Health).

The various areas covered above shall include those sponsored by the SNF, educational institution, government agency or professional Association.

It is agreed that the above set forth activities shall be related to nursing practices within the SNF.

The Nurse may be requested by management to make a report on such activity in writing to the Director of Nursing.

7. Method of Payment

- a. Educational leave shall be paid regardless of whether the educational program occurs on a day the Nurse is scheduled to work or not.
- b. If the educational program occurs on a day the Nurse is not scheduled to work, the following principles shall govern:
 1. If the educational program has a duration of four (4) or more hours within or without a shift in whole or in part, the Nurse will be excused from her/his shift and receive eight (8) hours educational leave for such day, or up to a maximum of the Nurse's regular schedule if less than eight (8) hours.
 2. If the educational program has a duration of four (4) or more hours within or without a shift in whole or in part, the Nurse will be excused from her/his shift, and receive eight (8) hours educational leave for such day, or up to a maximum of the Nurse's regular schedule if less than eight (8) hours.
 3. If the educational program has a duration of less than four (4) hours and falls entirely outside of the Nurse's shift, the Nurse shall not receive educational leave pay unless the program falls under Home Study. In view of the fact that Nurses assigned to the night shift of operations seldom, if ever, have educational programs available during their normal hours of work, an exception to this sub-section will be as follow: A night shift Nurse who attends educational program which would otherwise qualify under the educational leave and pay provisions but falls entirely outside of the Nurse's night shift, may accumulate such educational leave time until she/he has accumulated the equivalent of full shift. At that time, equivalent paid time off at the mutual convenience of the SNF and the Nurse will be arranged. If the approved educational program is six (6) hours or more in duration, the SNF will excuse the Nurse from the night shift either immediately preceding or immediately following the program. The night shift from which the Nurse shall be excused shall be mutually agreed upon by the Nurse and SNF, and the deduction from accrued educational leave shall be equal to the Nurse's normally scheduled shift.
- c. If written application for a paid or unpaid educational leave is received at least six (6) weeks prior to the effective date of the leave, the SNF will give written confirmation of approval or disapproval no later than four

(4) weeks prior to the commencement of the leave. If written application is received less than six (6) weeks prior to the commencement of the leave, the SNF will give such written confirmation within two (2) weeks of receipt of the application.

d. Education Leave for Home Study will be paid on the basis of one (1) hour of Education Leave for each CEU of Home Study Credit.

G. Professional Leave

1. Extended Association Leave

Upon at least thirty (30) calendar days advance written request from the Association and the Nurse, one (1) Association-represented Nurse shall be granted an extended leave of absence without pay to engage in Association business. Extended Association Leaves may be taken up to a maximum of (1) year. The leave period may be extended for an additional 6 months with mutual agreement by the SNF and CNA. During the leave of absence the Nurse shall be in a "without pay and without benefits" status and during the term of the leave of absence the employer shall in no way be obligated to provide pay or benefits for the Nurse. The RN will not accrue additional seniority during the leave period. Extended leave requests will be made 6 weeks in advance, when possible.

At least forty-five (45) calendar days prior to the completion of the stated term of the leave of absence, the Association shall notify the employer of the Nurse's intent to return to work and the Nurse shall likewise so advise the employer. Upon return, the Nurse shall be returned to the same or similar position, without loss of pay or seniority, from which the nurse took the leave of absence, consistent with staffing reductions and/or layoffs which may have occurred during the period of the leave of absence without pay.

2. Short Term Association Leave

Nurses may apply for short term leave and shall receive, at the Nurse's option, vacation pay, or unpaid personal leave in order to participate in bona fide Association activities. The duration of the requested time away from work shall be specified at the time the Nurse requests the personal leave. The SNF shall grant such leaves except on those occasions when such leaves would seriously affect staffing requirements. The Nurse will request Short Term Association Leave 6 weeks in advance, when possible.

3. Bargaining Committee Leave

An employee designated by the California Nurses Association to attend a negotiation meeting or other meetings between the Employer and the CNA shall be relieved for the purpose and shall continue to accrue benefits.

H. Parental Leave

Such leave will granted according to State and Federal law. Consistent with Section A.4.

above, employees must use paid leave while on leave and may only take an unpaid leave when that leave is exhausted.

I. Bereavement Leave

Bereavement leave providing for four (4) days' leave of absence shall be granted to regular Nurses after ninety (90) days of employment in cases of death in the Nurse's immediate family or household. Immediate family shall be defined to include spouse, mother, father, domestic partner, daughter, son, sister, brother, grandparent and current mother and father-in-law.

Payment for up to four (4) scheduled workdays within fourteen (14) days of the date of death for those scheduled days of work that would have been worked but for the leave of absence will be paid, provided that the day of the funeral, if it is a scheduled workday, be included in the paid leave of absence days, regardless of when it occurs. Additionally the SNF will not unreasonably deny a Nurse's request for an additional two (2) days of unpaid bereavement leave in the event that the funeral is out of state.

- J. In the case of any conflict between this Memorandum of Understanding, the California Family Rights Act of 1991, the Federal Family and Medical Leave Act of 1993, and/or State or Federal Pregnancy Leave Law, the contractual or statutory law that is the most protective of employee rights shall prevail. Also, a Short-Hour or Per Diem Nurse may take Family Leave if eligible under law. Simply by virtue of taking Family Leave, a Short-Hour or Per Diem Nurse does not become eligible for any benefit for which the Nurse is not already eligible.

K. No Seasonal Ban

A leave of absence shall not be unreasonably denied because of the season of the year.

ARTICLE 16
RETIREMENT PROGRAM

A. Steelworkers Pension Trust

Effective the date of transition, July 1, 2014, AHS agrees to contribute to the Steelworkers Pension Trust each calendar month a sum of money equal to ten percent (10%) of the allowable total gross monthly wages earned by all regular full-time and regular part-time RNs.

ARTICLE 17
PAY FOR JURY DUTY

A. Compensation

A Nurse called for jury duty will receive the difference between jury pay and normal straight time earnings. As a condition to jury pay, the Nurse must notify the SNF as soon as reasonable after receiving notice to report (normally within twenty-four (24) hours) and must

cooperate in trying to be excused if the SNF so desires.

B. Proof of Jury Service

Also, as a condition to receiving jury pay, the Nurse must produce a receipt from the Jury Commissioner that the Nurse has been called or served, if such receipts are provided.

C. Action If Excused From Duty

If a Nurse is excused from serving in time to complete a portion of the Nurse's shift, the Nurse will advise the SNF by telephone and if requested to do so, return to the SNF to complete the shift.

ARTICLE 18
PHYSICAL EXAMINATION

Pre-employment physical examinations and annual physical examinations in accordance with Hospital practice shall be scheduled by the SNF without charge to the Nurse.

Examining physician is authorized, with advance notice to Administration to use other diagnostic tests as deemed appropriate. Examination and related tests will be provided by SNF designated providers.

ARTICLE 19
SENIORITY

Seniority for FTE RNs is defined as the total length of time an employee has worked for Water's Edge and/or South Shore with the exception of transfers from other sections of AHS for whom prior seniority will be counted. Time on unpaid status will be deducted from seniority except for medical leaves of absence of six months duration or less. A break in service caused by a voluntary separation starts seniority all over again if the employee returns. This does not apply to layoffs; prior seniority in this instance for a rehire will be carried over though the time out on layoff will not count.

Seniority for short hour or per diem employees will be separate from FTE seniority and will be by hours worked under AHS. If a short hours or per diem RN becomes an FTE at a later date, seniority will be calculated using the original date of hire.

ARTICLE 20
REDUCTION OF STAFF

A. Cancellation and EA (Excused Absence) Reduction

1. The cancellation of FTE RNs shall be done by rotating inverse seniority. EAs will be limited to 80 hours per year per employee.
2. RNs may notify the staffing office forty-eight (48) hours in advance of their availability for a voluntary EA day. A voluntary EA day will be granted in the order

- in which the notification was received and the staffing office will note the date and time the requests were submitted.
3. Nurses who received a mandatory EA day in the pay period may make themselves available for extra shifts of work and shall be moved to the top of the availability list for work up to their FTE.
 4. Order of Cancellation. Should a Nurse be cancelled from her/his scheduled shift, the order of cancellation shall be in accordance with the following:
 - a. Volunteers who want to cancel their shift;
 - b. RNs incurring overtime on the shift;
 - c. RNs working through a registry;
 - d. Travelers;
 - e. Per Diems;
 - f. Any nurse working beyond their regular FTE that payroll period;
 - g. Nurses on probation;
 - h. Benefited, Full-time and Part-Time RNs by rotating inverse seniority.
 - i. Extra Shifts
 5. In accordance with the reduction in force language above, any full-time or part-time (benefited) RN facing potential reduction in their FTE due to a mandatory EA may make themselves available in that pay period for any shift in a department for which they are competent.
 6. Make-up shifts will be offered to nurses who give written notice, first to regular full-time and part-time nurses by seniority who received mandatory EAs during the pay period up to the number of shifts lost; second to Short Hour or Per Diem nurses.

B. Long Term Reductions in Force

1. In the event AHS is contemplating a reduction in force, each manager or director of the affected area will complete a comprehensive rationale and AHS will notify CNA in writing of a proposed reduction in force and attach the rationale. The parties will meet over the impact of the layoffs on employees and the CAO, after a period of 30 calendar days from notification, may:

- a. Decide whether or not to move forward with reductions and/or alternative measures.
 - b. Determine the classifications to be affected, the number of positions to be reduced and the proposed effective date.
2. Should the CAO decide to move forward with the reductions, a 30 calendar day layoff notice will be sent to the affected employees.
3. The parties may continue to meet even after the 30 calendar day layoff notices are sent, up to a maximum of another 30 days.
4. The subjects of these impact negotiations both before and after layoff notice are sent to affected employees shall not include the policy decisions behind the layoffs. Negotiations may include workload discussions. The parties may mutually identify classifications where there are or may be job openings within the SNF and hold those openings for employees facing displacement. The parties may also consider some or all of the following; this list is not exhaustive:
 - a. Hiring freeze;
 - b. Identification of vacancies for employees facing displacement;
 - c. Reduction or elimination of use of overtime and registry in areas to be affected by a proposed reduction in force;
 - d. Incentives for early retirement and/or severance packages (the parties may decide to offer severance to more senior employees who might be ready to retire or resign in order to save less senior employees' positions from layoff);
 - e. Identification of other possible employment-related expense reduction opportunities;
 - f. Workshare, if feasible.
5. Order of Displacement.
 - a. Displacement within the affected classifications shall be based on inverse seniority.
 - b. Before any regular full time or part time employee is displaced, first all temporary, then probationary employees will be displaced. In addition, the SNF will cease using registry employees in the affected areas prior to any displacement.

6. No Layoffs when Vacancies Exist. The SNF commits to no layoffs if nursing vacancies exist. An employee subject to displacement may elect to move to a vacant RN position covered by this agreement.
7. Regular Employees' Rights to Per Diem Positions. A regular employee who is not able to secure a regular position as a result of the above process will be offered a Per Diem position in the affected classification, if applicable.
8. The parties can meet at the request of one side or the other any time during the layoff process in order to discuss subjects related to the reduction; however, the timing of the delivery of the 30 day notice and the actual layoff are at the discretion of the SNF.

C. Recall to Work

A Nurse who has been laid off from a benefited position at the SNF shall be eligible for absolute preference for recall for up to eighteen (18) months. During that time the laid off Nurse may apply for SNF vacancies that are posted and will have preference over both internal and external applicants regardless of other applicants' seniority.

ARTICLE 21
BULLETIN BOARD

The SNF will provide one (1) Association bulletin board, or a portion thereof, for bargaining unit members. These boards will be for the exclusive use by the Association. The parties will mutually agree on locations for board placement that are central and convenient for Staff Nurse access. The Chief Nurse Representative, the CNA Labor Representative, and PPC Chair will have access to each of the boards and will be responsible for posting current Association materials.

ARTICLE 22
POSTING OF SCHEDULES

Core schedules will be posted two (2) weeks prior to the start date of that schedule; changes to that core schedule will happen as leaves are approved and RNs switch days worked or other staffing circumstances force such a change. It is understood that a schedule is a dynamic document that can change, dependent on both employee and SNF staffing circumstances.

ARTICLE 23
PROFESSIONAL PERFORMANCE COMMITTEE

A Professional Performance Committee shall be established at SNF.

A. Intent

SNF recognizes the responsibility of the Professional Performance Committee to recommend measures objectively to improve patient care and will duly consider such recommendations

and will so advise the Professional Performance Committee of actions taken.

Responses to specific Professional Performance Committee suggestions or recommendations shall be given in writing. Such responses shall be made in timely fashion not to exceed thirty (30) days unless extended by mutual agreement between the AHS and the Professional Performance Committee.

B. Membership

The Professional Performance Committee shall be composed five (5) Registered Nurses employed at the SNF and covered by this Memorandum of Understanding. The committee members shall be elected by the Registered Nurse Staff at SNF.

C. Meetings

1. Regular Meetings, Compensation and Minutes

The Chair of the Professional Performance Committee shall develop a yearly calendar of regular meetings. A copy of the committee-meeting calendar will be provided to the AHS, to the Association and will be posted on the designated Association bulletin board(s).

The Chair shall be compensated for a maximum of three (3) hours pay a month at her/his straight-time rate for time spent in preparing for a participating in regular meetings and other committee functions.

Each committee member shall be compensated for a maximum of one (1) hour pay a month at the Nurse's straight-time rate for the purpose of preparing for and attending committee meetings. Payment to Nurses who attend such meetings shall not constitute time worked for any purpose under this Memorandum of Understanding.

The Chair of the Professional Performance Committee, or her/his designee, shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to Nursing Administration, to the Association and will be posted on the designated Association bulletin board(s).

Upon receipt of the annual committee calendar by Administration each Nursing manager will be provided a copy of the calendar and will be advised in writing by the Chief Nursing Officer of the SNF's requirement to release regular committee members from duty so they may fully participate in the committee meetings.

2. Informational Meetings

The Professional Performance Committee may request meetings with the head of any department for the purpose of obtaining information on direct nursing functions. Such meetings shall be arranged through the Administrator who may also attend. Such parties agree to meet with the Committee within a reasonable time convenient to all parties.

3. Special Meetings

The Administration may request special meetings with the Professional Performance Committee and the Committee may request special meetings with the Administration, but such meetings shall not take the place of regularly scheduled meetings of the Committee. At the request of the Professional Performance Committee, an Association staff representative who is a Registered Nurse may attend such meetings on an advisory basis.

D. Objectives

The objectives of the Professional Performance Committee shall be:

1. To consider constructively the professional practice of Nurses and Nurses' assistants;
2. To work constructively for the improvement of patient care and nursing practice;
3. To recommend to SNF ways and means to improve patient care;
4. To make recommendations to SNF where, in the opinion of the Committee, a critical Nurse staffing shortage exists;
5. To consider constructively the improvement of safety and health conditions which may be hazardous.

E. Limitations

The Professional Performance Committee will exclude from any discussion contract grievances or any matters involving the interpretation of the contract.

F. Resolution of Disputes with the PPC

In the event the PPC identifies a pattern that the PPC believes indicates that staffing or operational changes do not adequately address patient needs, the PPC representative shall bring the issue to the attention of the Director of Long Term Care for resolution. The Director of Long Term Care may respond to the PPC within thirty (30) days.

ARTICLE 24
JOINT LABOR-MANAGEMENT COMMITTEE

A. JLMC Committee

Within (3) three months of ratification of this Agreement, a Labor-Management Committee shall be established to provide the SNF and the Association with an on-going format to address issues of mutual concern and resolve outstanding issues including grievances. These meetings will be held at either party's request but no more than once a month and can be postponed by mutual agreement. Each party may submit issues to be placed on the monthly agenda by notifying the other Party at least (7) seven days prior to the meeting.

ARTICLE 25
NURSING PRACTICE

SNF and Nurses are committed to the highest levels of patient care in terms of the patient's health and safety. Recognizing that Registered Nurses are responsible for performing the nursing process (assessment, formulating a nursing diagnosis, planning, implementation and evaluation), the parties agree that a Nurse shall not practice or be required to practice in any manner which is inconsistent with the above or which places the Nurse's license in jeopardy. SNF recognizes and supports the role, practice and professional accountability of the Registered Nurse to provide safe, compassionate, and quality health services.

ARTICLE 26
IN-SERVICE EDUCATION

There shall be an In-service Education Program for Nurses at the SNF that shall include, but not be limited to, the following:

A. Orientation

1. An organized written plan of orientation for all new hires to the philosophy, objectives, policies and procedures of the SNF and Nursing Service.
2. An organized plan of orientation for all Nurses to the job descriptions, responsibilities and work assignments.
3. During any of the above orientation period, the Registered Nurse shall not be counted in the regular staffing complement and shall be under the direct supervision of a regular Staff Nurse present on the unit.

B. Continuing In-service Education

An organized plan of In-service Education, on a regularly continuing basis, to provide information on new and expanding nursing care programs, techniques, equipment, facilities and concepts of care as well as any deficient practices identified.

1. It shall be the intent of the SNF to allow Nurses' attendance at all such in service programs and any other health conferences or lectures held in the SNF on duty time provided that:
 - a.Attendance is not limited by the instructor or lecturer for reasons of space or specialized subject matter.
 - b.The Nurse notifies her/his Nurse Manager or Supervisor, in advance, or her/his desire to attend and is approved.
 - c.Patient care is not impaired.

2. To the extent possible, such programs will be scheduled from time to time on different shifts so as to permit Nurses working on various shifts conveniently to attend.

ARTICLE 27
POSITION POSTING AND FILLING OF VACANCIES

A. Posting

Registered Nurses positions under this Memorandum of Understanding which are permanently vacated or are newly created in SNF shall be posted on the internet as well as simultaneously posted on bulletin boards within the SNF. The SNF has the option of posting internally before posting on the Internet.

Positions will be posted for seven (7) calendar days, or until filled.

B. Leave of Absence

A Nurse who is on an approved leave of absence in excess of thirty (30) days who is granted a position must be available to return to work within at least thirty (30) days from the date of the award, if required SNF.

C. Preference in Filling Vacancies

Regular Full-time, Part Time, Short-Hour and Per Diem Nurses employed by SNF may apply for such permanent vacancy or newly created position and shall be given preference in filling such vacancy on a seniority basis provided: (1) the Nurse is qualified to fill the vacant position; and, (2) approval of the application will not adversely affect patient care or (3) the Nurse has not been disciplined in the previous 6 Months.

D. Return to Previous Position

A nurse who successfully bids, and is transferred, into a new position may elect to return to their former position at any time during the first ten (10) shifts of work. Return to the former position will be accomplished as soon as possible. Similarly, the manager may elect to send the Nurse back to their former position during this probationary period.

E. Other Sources

If during the initial seven (7) day posting period, there is no application for the permanent or newly created position by a Nurse employed by SNF, Management may fill the position from any source.

F. Temporary Filling of Vacancies

The above does not prevent SNF from filling the vacancy on a temporary basis up to a maximum of three (3) calendar months unless such temporary period is extended by mutual consent. The Association agrees that it will not unreasonably withhold consent to extending the temporary period.

G. Limits of Application

A regular Full-Time, Part Time, Short-Hour or Per Diem Nurse employed by the SNF who applies for, and is awarded, a posted position may not apply for another vacancy before six (6) months unless there is mutual agreement among the SNF, the Nurse and the Association, or the transfer has occurred as the result of a reduction in Force.

ARTICLE 28
NURSE REPRESENTATIVES

A. Appointment of Nurse Representative

The Association may appoint three (3) Nurse Representatives, two at Water's Edge and 1 at South Shore. The SNF shall be notified in writing of such appointments.

Nurse Representative shall be regular employees of the SNF who shall have completed their probationary period.

The function of the Nurse Representative shall be to handle grievances and to ascertain that the terms and conditions of the contract are observed. In handling grievances, the Nurse Representative shall only deal with representatives of the SNF designated to handle grievances. The SNF designated management representatives are only required to meet with one (1) Nurse Representative on any grievance.

The activities of the Nurse Representative under this article shall not unduly interfere with the Nurse Representatives' work or the work of any other employees.

B. Right to Representation

The SNF shall notify any Nurse requested to attend a disciplinary session resulting in a written record which may be relied upon to support future disciplinary action, of the Nurse's right to Association representation.

C. Orientation of New Hires

Nurse Representatives shall be allowed to participate in the organized program of orientation to acquaint new hires with the terms and conditions of the Memorandum of Understanding. Such participation in orientation will not be at Hospital expense. The SNF shall notify the Association of the dates, times and locations of upcoming orientations programs.

ARTICLE 29
ARBITRATION

A. Association Visitation Rights

The Hospital shall allow representatives of the Association to visit SNF at all reasonable times to ascertain whether or not the contract is being observed and to assist in adjusting grievances. No time shall be lost unnecessarily to SNF, or will patient/resident care be adversely affected and the Association Representatives shall advise SNF of such visits before or at the time of entering SNF.

B. Grievance Procedure

STEP ONE:

A Nurse with a grievance is encouraged to discuss the matter with the Nurse Supervisor or, if necessary, with the Director of Nursing. However, if the grievance is not resolved in this matter or if the Nurse prefers to go directly to STEP TWO, the grievance shall be handled in accordance with the procedure set forth below.

If the Nurse does not go directly to STEP TWO and the grievance is not adjusted or the Nurse has not received an answer within seven (7) days of the date of the meeting with the Nurse Supervisor or the Director of Nursing, the grievance shall automatically be eligible to go to STEP TWO.

STEP TWO:

Any grievance between the Association and SNF or the Nurse and SNF shall be reduced to writing and a representative of the Association shall meet with a representative of SNF who is authorized to receive grievances and adjust such matters. Together they shall attempt to resolve the grievance.

The grievance shall state at a minimum:

1. The section of the MOU or written policy or procedure violated;
2. The detailed facts upon which it is based;
3. The remedy that is sought.

No grievance shall be processed under this Article unless it has been first presented in this step within thirty (30) calendar days of the date when the Nurse as to the Nurse's grievance or the Association as to its grievance had knowledge (or in the normal course of events should have had knowledge) of the event constituting the grievance. On no account shall any grievance include a claim for money relief for more than sixty (60) days prior to the date of the grievance.

In the case of a discharge or suspension, no grievance shall be processed under this ARTICLE unless it has been first presented in this step within seven (7) calendar days of the discharge or suspension.

STEP THREE:

If the grievance is not settled in STEP TWO within seven (7) calendar days from the date of its filing, the Association may by notice in writing submit the grievance to a grievance committee consisting of two (2) representatives of SNF and two (2) representatives of the Association. A decision by a majority of the Grievance Committee shall be binding upon the parties.

Reference to STEP THREE must be made not later than ten (10) days after the expiration of the time for settling the grievances in STEP TWO.

STEP FOUR:

1. Arbitration

If the grievance is not settled in STEP THREE within seven (7) calendar days because of deadlock in STEP THREE or because the Grievance Committee was not set up in STEP THREE, the Association may submit in writing that the matter be submitted to an impartial arbitrator for determination. The Arbitrator shall be selected by the parties by mutual agreement.

The submission in writing that the matter be submitted to an impartial arbitrator must be made not later than ten (10) days after expiration of the time for settling the grievance in STEP THREE.

2. Expedited Arbitration Procedure

In cases where the parties mutually agree that it would be legally sound and practicable to utilize an expedited arbitration procedure, the following standards shall apply:

- a. The case shall be heard within ten (10) days of decision to go to arbitration.
- b. There shall be no transcript of the proceedings unless the arbitrator in her or his discretion so requires.
- c. There shall be no post-hearing briefs filed unless the arbitrator so requires.
- d. The arbitrator shall issue a bench decision unless she/he desires additional time, which shall not be longer than ten (10) days following the hearing. Thereafter, at the request of either party, the Arbitrator shall provide a brief opinion setting forth the factual and legal basis for his/her decision.

C. Time Limit

1. Extension

The time limits may be extended by mutual agreement of the parties in writing.

2. Arbitrator's Decision

The arbitrator shall render her or his decision within thirty (30) days after the matter has been submitted to her/him unless the parties by mutual agreement extend such time limit.

D. Scope of Arbitrator's Power

The impartial arbitrator shall have no power to add to, subtract from or change any of the terms or conditions of this Memorandum of Understanding.

E. Final and Binding Decision

The decision of the impartial arbitrator shall be final and binding upon the parties.

F. Expenses of Arbitrator

Expenses of any arbitration will be shared equally by the SNF and the Association. However, each party shall bear its own expenses of representation and witnesses.

G. No Strikes or Lockouts

There shall be no strike, slowdown or other stoppage of work by Union employees and no lockout by SNF during the life of this Memorandum of Understanding.

If SNF believes the Association has violated its obligations to maintain essential services to the patients, SNF shall notify the Association in writing of the violation alleged, and if the issue cannot be immediately and amicably resolved, the parties shall agree to expedited arbitration within ten (10) calendar days of the written notice to the Association.

Expedited Arbitration:

Both parties agree to attempt to resolve the issue quickly. After the alleged violation has been referred to expedited arbitration, the arbitration shall be concluded within ten (10) calendar days of referral; or at some other mutually agreeable date. The arbitrator's authority is limited to determining whether the agreement has been violated, and if so, ordering the appropriate level of essential services. The Arbitrator shall be selected by mutual agreement of the parties.

The selection of the arbitrator shall be conditioned on his/her availability to hear the case within the specified period. The arbitration hearing shall be scheduled within that period. The arbitrator shall be requested to issue a decision within twenty-four (24) hours, which will be binding on all parties. The costs of the arbitration shall be borne equally by the parties.

H. Probation Period

A regular full-time Nurse may be dismissed without recourse to the grievance procedure during the first ninety (90) days of employment.

A regular Part Time, short-hour, Per Diem or temporary Nurse may be dismissed without recourse to the grievance procedure during the first four (4) months of employment or the first five hundred twenty (520) hours of work, whichever is the lesser span of time.

ARTICLE 30
DISCIPLINE

Coaching

Coaching is part of the supervisor's ordinary day-in and day-out responsibilities for managing staff. These coaching sessions may be casual or formal in nature and aimed at recognizing best practice, performance and behaviors that align with expected standards, as well as coaching to expectations that drive performance; they should be face to face conversations that occur during the shift. These conversations MAY be documented at the request of either the manager or employee, but WILL NOT be placed in the employee's personnel file.

DISCIPLINE WITHOUT PUNISHMENT/NOTICE OF TERMINATION PERSONNEL FILES

- A. AHS agrees to the principles of progressive discipline, where appropriate, and to due process as set forth in this Article. It is the intent that disciplinary action be corrective in nature.
1. All problems employees have are divided into three categories or tracks:
 - i. **Attendance** – violations of the attendance and other related policies
 - ii. **Performance**
 1. **Neglect of duties**- generally knowing how to do the work but just not doing or finishing it.
 2. **Incompetence**- not knowing how to do work which is reasonably in the job description. Training or retraining should be offered initially. Because progressive discipline does not make an employee competent, disciplinary steps may have to be skipped should retraining prove ineffective.
 - iii. **Behavior**- conduct inconsistent with the employee's job description, the law, and/or AHS standards and policies.
 2. Disciplinary actions generally follow one of these tracks.

Progressive Discipline Steps. The following are the progressive disciplinary steps; they will be followed where appropriate. The employee may have union representation at each of these steps. The step in the process is determined by factors including but not limited to severity of the offense, impact on patients, other employees and/ or operations, date of the last discipline, and other mitigating or aggravating factors.

1. **Reminder One.** At this step in the disciplinary process, the employee will be reminded of the policy standard or performance/behavioral expectation and his/her responsibility to meet it. The employee will be asked to make a commitment to correct the issue and once that commitment is made, a memorandum memorializing the meeting and commitment will be prepared and shared with both parties to the conversation. The memorandum will be placed in the employee's personnel file.
2. **Reminder Two.** This process is the same as Reminder One.
3. **Decision Making Leave.** If the issue persists, another meeting will be held with the employee. He / she will be told of the pending problems that have continued and then be told to take a day off with pay to think whether they could commit to change and continue employment. If, on return, the employee commits in a second meeting, he/she return to work. If the employee does not commit, he/she resigns, is demoted or terminated after a Skelly hearing.

4. **Final Step.** If after the Decision Making Leave and commitment, the problem again persists, the employee is sent a Skelly letter as described below and the Skelly process is followed.

B. Appeals

1. Reminder Ones and Twos are grievable
2. Terminations and demotions are grievable to as noted below.

C. Recommended Terminations.

A recommended suspension/terminations must be served on the employee in person or mailed. The notice should include:

1. A statement of the nature of the disciplinary action.
2. A statement of the cause of the action.
3. A statement in ordinary and concise language of the act or omission upon which the action is based.
4. A statement of the employee's right to respond either orally at a meeting requested by the employee, or in writing and timeframes for responding.

D. Notice of Termination.

In the event of termination of an employee subject to this Memorandum of Understanding for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which relates to the employee's job, the Director of Nursing, Facility Administrator or Designee shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date he/she would be entitled to such notice, it shall be mailed to him/her on such date. Time spent on the job during such ten (10) day notice period by a probationary employee shall not be counted toward completion of the probationary period. AHS agrees to furnish a copy of any such notice to the Union, unless the employee requests otherwise, but failure to receive such notice shall not invalidate such termination.

E. Skelly Hearings.

The Union and AHS staff will meet periodically to jointly schedule hearings in advance. Scheduling will be determined by the Union's reasonable estimate of the amount of time it will take to investigate and prepare their case. Hearings will be presided over by one Skelly Officer and shall be scheduled by mutual consent of the parties. Cancellations will only be by mutual consent unless there are emergency circumstances beyond either the Union's or the employee's control. The Skelly Officer will make the final determination if a hearing should be rescheduled because of an emergency circumstance or order and alternate remedy. The Union will make reasonable, timely requests for information and AHS will comply in a reasonable, timely manner.

F. The Union or the employee shall have ten (10) days after receipt of the written Skelly decision in which to advance the grievance to arbitration.

G. Weingarten Rights

1. AHS will perform an investigation of allegations as needed, including Weingarten interviews.
2. **Rights Described.** AHS shall permit employees to be represented during investigatory meetings consistent with the principles established by the United States Supreme Court in the matter *Weingarten vs. NLRB*, as modified by the courts and the NLRB.
3. **Failure to Grant Weingarten Rights.** If an employee is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the employee is provided such rights and no disciplinary action shall take place until after the meeting is held.

ARTICLE 31

PATIENT CARE AND TECHNOLOGY

- A. Utilization of technology should be consistent with the provision of safe therapeutic, effective care that promotes patient safety through the ability of a Registered Nurse to follow the Nursing Process, including the exercise of clinical judgement in assessing, evaluation, planning, implementing and diagnosing and acting as a patient advocate.
- B. Technology should be utilized to safeguard patient confidentiality.
- C. The SNF shall maintain a work environment in which technology provides skill enhancement. It is not the intention of the employer to replace nurses through the implementation of technology.
- D. Technology is intended to provide information and options for clinical decision making. Clinicians will maintain accountability for actual clinical decision making, including incorporating individualized patient needs, complications, and co-morbidities, as appropriate.

Prior to the implementation of new technology which will be utilized by nurses covered by this agreement, and/or technology which directly impacts the direct and indirect patient care performed by nurses, SNF shall notify the PPC of the proposed new technology being considered. Nursing Management shall meet with the PPC upon request to ensure that the existing technology conforms with the provisions of this Article, and provides opportunities for the nurses to have input regarding the new technologies. Input from the nurses and the PPC will be considered prior to the implementation of new technology.

ARTICLE 32
PRECEPTOR PROGRAM

New Graduate Nurses and Nurses in training programs or reentry programs will not be counted in the staffing complement while being precepted. The length of precepting shall be based on the Nurse's prior experience and/or training and determined by the Nurse Manager/designee. The Nurse Manager and Preceptor shall discuss appropriate patient assignments, including possible reductions, for the Preceptor/Preceptee team during the preceptor period. The Nurse Manager, Preceptor and Preceptee shall meet at least once during the precepting period to provide feedback to the Preceptee.

A Nurse Preceptor is a Nurse appointed and responsible for precepting another SNF employee. The preceptorship will be based on existing unit/program-based orientation/precepting packet, which shall include skills checklists and competencies and shall include written objective measurable and time-limited goals.

All documents are to be completed by the preceptor and provided to the Nurse Manager/designee at the end of the preceptor period.

Nurses who are assigned to precepting duties must have a minimum of six (6) months' employment at Alameda-Hospital the SNF as a Registered Nurse.

Nurses assigned by the SNF to perform as Nurse Preceptors shall attend a preceptor training program at the request of the SNF. The cost of the training shall be borne by the SNF, and the Nurse shall be paid his/her regular hourly rate of pay for attending the training. Nurses who have been assigned to be a Nurse Preceptor prior to the completion of the training program will be entitled to function as a Preceptor and receive the Preceptor differential, provided that such Nurse completes the training program within one (1) year of being assigned as a Nurse Preceptor. Nurses who have previously attend the training program and have not acted as a preceptor within three (3) years will be required to attend the training program if selected to serve as a preceptor.

Nurses who are assigned to the Nurse Preceptor role shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked in the role of Nurse Preceptor. Routine orientation of a newly hired or transferring Nurse to a unit does not fall within the preceptor program and Nurses assisting in such orientation do not qualify for the preceptor differential.

ARTICLE 33
CHANGE IN OPERATIONS

In the event of a change of ownership of the SNF, or if the AHS enters into a partnership or merger that causes a change in the ownership of the SNF, or if the AHS intends to implement any permanent change in operation such as, but not limited to, subcontracting or transferring a unit outside the SNF, that materially will affect nursing staff subject to this Memorandum of Understanding, the AHS will notify the Association sixty (60) days in advance of such change, and meet at the Association's request to engage in good-faith bargaining over the impact of such change.

AHS shall not use the sale, transfer or other mechanism for the primary purpose of decertifying the Union.

ARTICLE 34
SAVINGS CLAUSE

If any provision of this Memorandum of Understanding or the application of such provision to any person or circumstance be ruled contrary to law by any federal or state court or duly authorized agency, the remainder of this Memorandum of Understanding or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE 35
TERM OF AGREEMENT

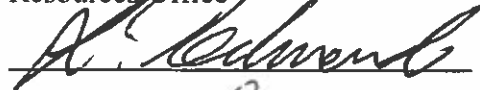
Except as otherwise provided herein, this Agreement shall be effective on the first day of March, 2019 and shall remain in full force and effect without change, addition or amendment through February 28, 2022, and shall be automatically renewed or extended from year to year thereafter unless either party serves notice in writing on the other party at least ninety (90) days prior to the expiration date of this Agreement or subsequent anniversary date, of its desire to terminate or amend this Agreement. If a new Agreement is not reached prior to March 1, 2022 or any subsequent anniversary date thereafter, the parties may by mutual consent extend the existing Agreement.

CALIFORNIA NURSES ASSOCIATION

PARK BRIDGE/SOUTH SHORE
Alameda Health System

Puneet Maharaj, Public Sector Lead

Tony Redmond, Chief Human
Resources Office



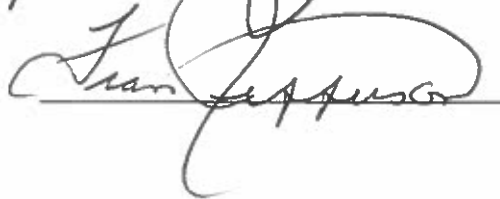
Laura Watson, Labor Representative

Richard Espinoza, CAO, Post-Acute Care

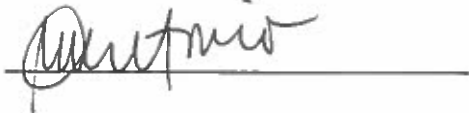


Ma Elena Yparraguirre

Fran Jefferson, Sr. Labor Relations
Consultant



Melinda Antonio



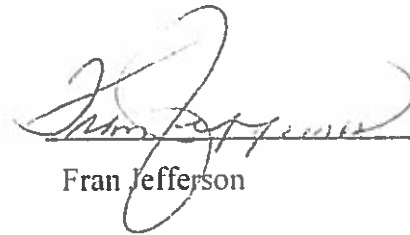
Side Letter
Between Park Bridge & South shore, Alameda Health System & the California Nurses Association

The Parties Agree that RNs hired during the term of this agreement may be hired up to the midpoint of the salary range based on previous experience.

For the California Nurses Association


Laura Watson

For Alameda Health System


Fran Jefferson

Date : 4/25/19

Appendix A

Transition Agreement between Alameda Health System (AHS) and CNA Waters Edge & South Shore Rehabilitation and Wellness Center

The following agreement is reached by and between CNA and Alameda Health System (AHS) for purposes of memorializing the intent of the parties with respect to the affiliation effective July 1, 2014, of AHS with Alameda Hospital. This agreement is subject to ratification of CNA membership. AHS recognizes CNA provisionally pending PERB's final certification as the exclusive collective bargaining representative for the employees working in Registered Nurse job classifications it represents at Waters Edge and South Shore Rehabilitation and Wellness Center.

Until negotiations of a Collective Bargaining Agreement have been concluded, the parties adopt the current Employee Handbook/Memorandum of Agreement embodying all existing terms and conditions of employment affecting bargaining unit employees, other than the terms listed as follows:

1. Health and welfare benefits shall be as described February 18, 2014.
2. AHS agrees that covered employees will be eligible for the Steelworkers Pension Plan to the same extent and on the same terms as the CNA RNs at San Leandro and Alameda Hospitals. The AHS contribution will be 10% on the same terms as San Leandro and Alameda Hospitals.
3. AHS offers the following wage increases:
 - a. Wage increase of 1% across the board effective July 1, 2014.
 - b. 2% across the board effective pay period 14 of 2015
4. All employees will be treated as new hires which will encompass:
 - a. A Pre-employment Physical including drug screen if the requirements were not previously met with Alameda Health District documented with proof in their files.
 - b. A Background check if the requirements were not previously met with Alameda Health District documented with proof in their files.
 - c. A 90 day introductory period of employment during which the employee is not tenured. The following will apply during the Introductory Period of Employment.
 - i. During the 90 Day Introductory Period of Employment, the normal disciplinary action process will be suspended. After the introductory period is up, the normal process dictated by the Contract and practice will resume.
 - ii. During the 90 Day Introductory Period, the first step in discipline will be a letter of warning which will document the violations or issues the specific

employee is having.

- iii. If issues of serious nature are not corrected during the Introductory Period, the employee will be issued a termination letter providing the basis for termination.
 - iv. An informal post-termination hearing will be held in front of a three person panel. Each party will designate one panel member to serve on the three-member panel. A neutral third party will serve as the third member and chair. The neutral third party will be selected by mutual agreement between AHS and CNA.
 - v. Both parties will stipulate to documents, facts and issues not in dispute at the beginning of the hearing. Each party will present their case with only a summary of what witnesses would say. The parties will have all witnesses present and available at the hearing location. Witnesses may be called by the panel.
 - vi. Upon conclusion of the case presentation and closing arguments, the panel will deliberate privately to decide what to recommend to the Executive. The Panel shall reach a majority decision to either uphold the termination or overrule the termination. If the decision to terminate is upheld and the Executive accepts the decision, the decision shall be final and binding on all parties. If the decision to terminate is overruled by the Panel, the Executive can accept, modify, or reject the panel and proceed to termination shall be grievable through the regular grievance arbitration process of the contract.
 - vii. The parties recognize that the above hearing and resolution process may exceed the 90 day Introductory Period.
5. Hire date – AHS agrees to recognize original dates of hire for all employees in the bargaining unit at Waters Edge and South Shore Rehabilitation and Wellness Center regardless of ownership for seniority purposes such as layoffs, schedule changes, position changes.
 6. PTO and Vacation balances and holiday comp time/in lieu time will be brought over. South Shore sick leave is not being retained; however, 50% of each South Shore employee's final Sick Leave balance will be credited.