

AGREEMENT BETWEEN

ALAMEDA HEALTH SYSTEM

SAN LEANDRO HOSPITAL

AND THE

CALIFORNIA NURSES ASSOCIATION



JANUARY 1, 2019 - DECEMBER 31, 2023

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2019 - 2023 AGREEMENT
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THIS AGREEMENT is made as of by and between ALAMEDA HEALTH SYSTEM for its SAN LEANDRO HOSPITAL, hereinafter referred to as the Hospital, and CALIFORNIA NURSES ASSOCIATION, hereinafter referred to as the Association.

PREAMBLE:

The Hospital and the Association recognize the basic function of a hospital is to provide care for the sick. The Association's basic purpose is to advance the standards of nursing practice. The Association acknowledges its responsibility for fostering high standards of nursing practice among the Nurses it represents. The Hospital seeks to achieve the highest level of employee performance and productivity consistent with safety, good health, and sustained effort. The Hospital and the Association are committed to the highest level of patient care, promoting patient's health and safety. The parties agree that a Nurse will not be required to practice in a manner that is unsafe, unlawful, or inconsistent with applicable regulations. The parties agree to use their best efforts to effectuate these objectives.

Toward these ends, the parties agree that patients, employees, managers, and their representatives will treat each other, regardless of position or profession, with dignity, respect, and courtesy. It is understood and agreed that the foregoing principles apply to providing service to patients, visitors, and other customers within the Hospital community.

The Hospital further recognizes and respects the Nurses' ethical obligation to act in employment as an advocate for patients, which includes the following:

1. Communicating with responsible Hospital authorities regarding patient safety or quality of patient care delivered at the Hospital; and,
2. Taking action in concurrence with the Hospital to improve a patient's health care; and,
3. Recommending the changing of decisions or activities which are against the interests or wishes of the patient and which may conflict with the provisions of Section 2725 of the Nursing Practice Act; and,

4. Giving the patient the opportunity to make informed decisions about appropriate alternative health care procedures before a procedure is provided; and,
5. Agreement that Nurses have not been, and will not be, required to practice in a manner, which violates established measures for patient safety or which violates state and federal law.

The parties also agree to adhere to the Advisory Statement issued by the Board of Registered Nursing (September 1994 subsequent revisions).

SECTION 1. RECOGNITION:

- A. The Hospital hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining for all nurses in the classifications listed below; all graduate Registered Nurses; and interim permittees but excluding those classifications and/or nurses designated as managerial, supervisory, or confidential, at San Leandro Hospital and, if ever, any replacement facilities.
- B. **New Classifications**
 1. When the Hospital creates a new Registered Nurse classification and title, the Hospital shall mail a notice to the Association of the bargaining unit assignment, if any, of such classification. The Association shall have 30 (thirty) calendar days after mailing of such notice to contest the Hospital's assignment of the newly created classification/title to a bargaining unit, or to an employee grouping which has not been assigned to a bargaining unit.
 - a. If the Association contests the bargaining unit assignment of the newly created classification/title within the 30 (thirty) calendar day notice period, the Hospital and the Association shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/classification, the dispute shall be submitted to PERB for resolution.
 - b. If the Association does not contest the bargaining unit assignment of the newly created position within the 30 (thirty) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties and nurses shall be assigned to the newly created classification.

C. Classifications Covered by this Agreement

The classifications covered by this Agreement are listed below:

Title Code	Title
53429	SLH RN II Break Relief - GF
53480	SLH Charge Nurse
53480	SLH Charge Nurse (SAN)
53481	SLH Charge Nurse Grandfathered
53482	SLH Charge Nurse - 12 Hour
53482	SLH Charge Nurse - 12 Hour (SAN)
53485	SLH RN II
53485	SLH RN II (SAN)
53486	SLH RN II 12 Hour
53486	SLH RN II 12 Hour (SAN)
53487	SLH RN II Break Relief
53487	SLH RN II Break Relief (SAN)
53488	SLH RN II Grandfathered
53489	SLH RN II Short Hour
53490	SLH RN II Weekend
53424	SLH RN I
53424	SLH RN I (SAN)
53428	SLH RN I Weekend
53426	SLH RN I 12 Hour
53426	SLH RN I 12 Hour (SAN)
53427	SLH RN I Short Hour

1. **RN I:** A RN I is a Registered Nurse who has less than six (6) months of recent hospital, clinic, or similar nursing experience. A Staff Nurse I shall receive the Staff Nurse I rate for the first six (6) months of employment and will move automatically to the first step for Staff Nurse II upon the completion of six (6) months employment with the Hospital.
2. **RN II:** A RN II is a Registered Nurse who at the time she/he is first employed by the Hospital has at least six (6) months of recent hospital, clinic, or similar nursing experience.

SECTION 2. NON-DISCRIMINATION:

San Leandro Hospital shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, child birth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, physical or mental disability, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), HIV status, status as a covered veteran or any other veteran who served on active duty during a war or in the uniformed services (including service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), as well as state military and naval service), political affiliation or political opinion, age, citizenship, union activity or union affiliation. This provision is intended to be consistent with the provisions of applicable state and federal law and San Leandro Hospital policies.

SECTION 3. ASSOCIATION SECURITY

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

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

- B. The Hospital and CNA shall comply with federal and state law in the deduction and remittance of membership dues and fees.
- C. All nurses covered by the terms of this Agreement may voluntarily become and remain members in good standing of the Association pursuant to the provisions

of the MMBA. No nurse shall be required to join the Association as a condition of employment with the Hospital.

- D.** In the event the Hospital receives inquires/communications from a nurse(s) regarding Association membership, the Hospital shall redirect the nurse to the Association. Any written inquiries/communications from nurses shall be forwarded to the Association.
- E.** The Association shall certify to the Hospital in writing the dues required for Association membership. The Association certifies that it will only send requests to initiate dues deductions for nurses who have authorized the deductions.
- F.** In accordance with federal and state law, the Hospital will deduct membership dues effective the pay period following receipt of appropriate notice that a nurse covered by this Agreement is a member of the Association.
- G.** Any changes in the amounts to be deducted for CNA dues shall be certified to the Hospital, in writing, at least forty-five (45) calendar days prior to the effective date of such change. Where accomplishing changes in the dues amounts results in associated costs (machine, programming, etc.), the parties shall meet and discuss the estimated cost. The Hospital shall provide the Association with estimated costs and estimated time of completion. The Association shall pay the agreed-upon costs before the Hospital makes the changes.
- H.** Deduction and remittance of membership dues shall be in accordance with payroll procedures in place at the time the deduction is made, unless there are insufficient net earnings in that period to cover said deduction.

I. Voluntary Political Education and Action Fund

The Hospital agrees to honor a nurse's agreement to make voluntary contributions to the Association's political education and action fund when such assignments are submitted by the Union to the Hospital. The Hospital will remit such contribution to the Union. It is understood by all parties that such contribution will be on an individual and voluntary basis.

J. Indemnification

The Association will indemnify and hold the Hospital harmless against any claims, actions or proceedings which may be made by any person or entity by reason of the deduction of Association dues and/or PAC provisions herein, including the cost of defending against any such claim or obligation.

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

K. New Employee Notice and Orientation

1. All new hires shall attend a mandatory New Employee Orientation (NEO), which normally takes place on the first day of work. If a nurse is unable to attend NEO on his/her first day of work, then the nurse shall attend a make-up session to take place no later than thirty (30) days after their start date.

1. On an annual basis, the Hospital shall provide the Association with the scheduled New Employee Orientation dates. If there are any changes to NEO dates, times, or location of NEO, the Hospital shall provide the Association with a minimum of 10 (ten) days' notice. The Association recognizes that an NEO session may be cancelled with less than ten days' notice from time to time due to low attendance. In such cases, the Association will be notified of the cancellation and advised of the make-up session.

2. The Association shall be provided with an opportunity to address its members at the conclusion of the New Employee Orientation.

L. Employee Lists

Thirty days following the ratification of this Agreement, and on a weekly basis thereafter, the Hospital will provide CNA with an electronic list of: Full Name, Employee ID, Bargaining Unit, Job Title, Status, Department, Work Location, Work Email Address, Home Address, Home Phone Number, Date of Hire, Seniority Date, FTE, Rate of Pay, and Pay Step.

SECTION 4. MANAGEMENT RIGHTS:

The Hospital reserves and retains solely and exclusively all of its same inherent rights to manage the business as it existed prior to the execution of this Agreement with the Association. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not limited by this Agreement include, but are not limited to, these rights:

To determine, and from time to time re-determine, the number and location of its facilities, and the methods, processes, staffing arrangements, equipment, programs, and materials to be employed; to discontinue the use of any processes, operations, staffing arrangements, equipment or programs or discontinue their use or performance by Nurses of the Hospital; to contract out any processes, programs, or operations or portions thereof; to determine the number of hours per day or per week operations shall be carried on; to select and determine the number, qualifications, and types of Nurses required.

Nothing in this section is intended to limit any other rights of the Hospital not specifically and expressly covered, provided that in the exercise of any of these rights, the Hospital shall not violate any provisions of the Agreement.

SECTION 5. EMPLOYMENT CATEGORIES:

A. Regular Full-Time Nurses

1. The regular full-time Nurse is one who is regularly employed to work a predetermined work schedule of forty (40) hours per week.

B. Regular Part-Time Nurses

1. A regular part-time Nurse is one who is regularly employed to work a predetermined work schedule of at least twenty (20), but less than forty (40) hours per week.
2. A part-time Nurse shall be considered a regular part-time Nurse when the Nurse has worked continuously for the Hospital for twenty (20) or more hours a week for a period of ninety (90) days. A regular part-time Nurse shall be entitled to PTO benefits (including ESL) and educational leave prorated on the basis of continuous employment for twenty (20) or more hours a week. The health benefits program provided for in this Agreement shall be provided for all regular part-time Nurses so long as they continue to work on a regular schedule of twenty (20) or more hours a week.

C. Services-as-Needed (SANs, also known as Per Diem RNs)

1. **SAN.** A SAN Nurse is defined as a Nurse who is employed to work a non-predetermined work schedule. The SAN Nurse shall be available to work four (4) shifts and two (2) weekend shifts in a twenty-eight (28) day scheduling-period.

Additionally, SAN Nurses must be available to work at least two (2) of the three (3) holidays below:

- a. Thanksgiving (NOC)
- b. Thanksgiving Day (AM/PM)
- c. Christmas Eve (NOC)
- d. Christmas Day (AM/PM)
- e. New Year's Eve (NOC)
- f. New Year's Day (AM/PM)

SAN nurses shall submit their holiday shift availability by no later than October 20th of each year. The final holiday schedule shall be posted and available by no later than November 1st of each year.

Recognize the above timeline result in truncated posting period for the schedule surrounding the Thanksgiving Holiday, this section supersedes and is an exception to the posting requirements provided in Section 8 - Hours of Work

2. SAN Nurses who do not provide availability or work in accordance with the provisions of this Section will be permanently removed from the schedule and deemed to have resigned from employment.

D. Short Hour Nurse

A non-benefitted short hour Nurse is one working a set schedule under twenty (20) hours per week.

E. Temporary Nurse

A Nurse hired as an interim replacement or for temporary work on a predetermined schedule which does not extend beyond three (3) calendar months.

F. Probationary Period

A probationary period of ninety (90) days from date of commencement of regular employment as a Staff Nurse shall apply, during which a Nurse may be terminated for any reason which in the judgment of the Hospital is good and sufficient, other than for reasons set forth in Section 2 (Non-discrimination) of this Agreement. In addition to any applicable probationary period as a Staff Nurse, an Interim Permittee shall remain in a probationary status throughout the period as an Interim Permittee. The probationary period for a new SAN Nurse and Short Hour Nurse or a Short Hour Nurse hired after a break in service shall be ninety (90) calendar days or 250 hours worked, whichever comes later, but shall not exceed six (6) months.

SECTION 6. CHANGE IN EMPLOYMENT STATUS:

When a Nurse changes employment as outlined below, without a break in service in accordance with Section 12 – Seniority, the Nurse shall be subject to the following rules with respect to tenure steps and accumulation of benefits.

A. Regular Full-Time to Regular Part-Time, Across Same or Different Classification

1. Stay on same tenure step,
2. Keep same Anniversary Date “years/hours of service in classification and step” for purposes of step progression, if any, as provided in the relevant step structure.
3. Maintain benefits accrued and continue to accrue the same benefits or a pro-rated basis as outlined in this Agreement.

B. Regular (Full-Time or Part-Time) to Short-Hour or SANs

1. Transition to the SAN or Short Hour Step Structure and retain the same step number on the SAN or Short-Hour scale.
2. Keep same Anniversary Date, “years/hours of service in classification and step” for purposes of step progression, if any, as provided in the relevant step structure.
3. The Hospital shall pay out all accrued paid time off.

C. Regular Part Time to Regular Full-Time Classification

1. Stay in same tenure step.
2. Keep same Anniversary Date “years/hours of service in classification and step” for purposes of step progression, if any, as provided in the relevant step structure.
3. Maintain previously accrued fringe benefits as a regular part-time nurse and continue to accrue the same fringe benefits at a full-time rate as outlined in this Agreement.

D. Short-Hour or SANs to Regular (Full or Part Time)

1. Stay on same step number with respect to tenure.
2. Keep same Anniversary Date, “years/hours of service in classification and step” from the prior structure to the Regular status structure for purposes of step progression, if any, as provided in the relevant step structure.
3. Begin accruing Paid Time Off and Extended Sick Leave as a regular nurse. However, if the Nurse previously was a Regular Full-Time or Regular Part-Time Nurse with no break in service, the Nurse retains, for Paid Time Off and Extended Sick Leave accruals, the same date the Nurse had when a Regular Full-Time or Regular Part-Time Nurse, adjusted forward for the length of time in Short-Hour status.

SECTION 7. COMPENSATION:

A. General Provisions

1. Effective Date of Salary Increases: Wage increases referenced throughout this agreement are effective on the date indicated or the beginning of the pay period following the date provided.
2. Salary Ranges shall be listed in Appendix A. The parties recognize that actual salary rates paid to employees may vary slightly from those reflected on published salary scales due to rounding.
3. Across-the-Board Adjustments

Where the provisions of this Article call for an across-the-board range adjustment:

- a. the salary range minimum and maximum shall be adjusted by the percentage increase indicated;
- b. each Step on the Salary Range shall increase by the percentage indicated; and
- c. Nurses whose pay exceeds the salary range maximum are not eligible for an increase.

B. Wages

1. Fiscal Year 2019/2020

- a. Lump Sum Payment: No later than 60 calendar days following the date of ratification, eligible nurses shall receive a one-time lump sum based on eligible and actual in-bargaining unit earnings for the payroll period that includes January 1, 2019 and concludes on the last date of the pay period prior to implementation of the salary range increase discussed in Section B.1.b., below. The range will be adjusted by 2.5% effective no later than 60 calendar days following the date of ratification.
- b. Effective no later than 60 (sixty) calendar days following the date of ratification, the Hospital will apply a range adjustment of three percent (3%) in accordance with Section A.3., above.
 - i. To be eligible for the Lump Sum Payment and base building adjustment discussed above, the nurse must meet all of the following criteria:
 - a) be in a C.N.A. at San Leandro Hospital represented classification on the date the lump sum is paid and range adjustment is made (not effective date); and
 - b) have actual earnings in a C.N.A. at San Leandro represented classification during the relevant time period outlined above.
 - ii. Legally required deductions will be made against the lump sum issued pursuant to Section. Union dues will not be deducted from this payment.

2. **Fiscal Year 2021/2022**

Effective October 1, 2021, the Hospital will apply a range adjustment of three percent (3%) in accordance with Section A.3., above.

3. **Fiscal Year 2022/2023**

Effective October 1, 2022, the Hospital will apply a range adjustment of three percent (3%) in accordance with Section A.3., above.

4. **Fiscal Year 2023/2024**

Effective October 1, 2023, the Hospital will apply a range adjustment of three percent (3%) in accordance with Section A.3., above.

C. Step Increases

Nurses who meet the requirements for a step increase shall progress through the steps according to the provisions of this Section.

1. Nurses who meet the eligibility requirements for a Step increase shall move up the step in accordance with the provisions of this Article;
2. Eligibility for a step move is determined by the number of years on a step, as follows:
 - a. after one (1) year on step one (1), the nurse is eligible to promote to step two (2);
 - b. after one (1) year on step two (2), the nurse is eligible to promote to step three (3);
 - c. after one (1) year on step three (3), the nurse is eligible to promote to step four (4);
 - d. after one (1) year on step four (4), the nurse is eligible to promote to step five (5);
 - e. after two (2) years at step five (5), the nurse is eligible to promote to step six (6);
 - f. after three (3) years at step six (6), the nurse is eligible to promote to step seven (7);
 - g. after three (3) years at step seven (7), the nurse is eligible to promote to step eight (8);

- h. after three (3) years at step eight (8), the nurse is eligible to promote to step nine (9);
 - i. after four (4) years at step nine(9), the nurse is eligible to promote to step 10 (ten).
- 3. For purposes of this Section only, a year is based on one year continuous employment, without a break in service, in the same classification and step from which the nurse will promote from.
- 4. Nurses at the top step of the range are not eligible for a Step increase.

D. Previous Experience

Newly hired Registered Nurses shall be placed on the range at the following step based on their years of previous experience:

- 1. Any RN who has less than three (3) years of previous experience within the last five (5) years prior to the date of employment at the Hospital shall be placed in a minimum of the 1st Step;
- 2. Any RN who has more than three (3) years of previous experience within the last five (5) years but less than six (6) in the past ten years prior to the date of employment at the Hospital shall be placed in a minimum of the 2nd Step;
- 3. Any RN who has six (6) years of experience but less than eight (8) years of experience shall be placed in a minimum of the 3rd Step;
- 4. Any RN who has eight (8) years of experience but less than ten (10) years of experience shall be placed in a minimum of the 4th Step;
- 5. Any RN who has ten (10) years of experience but less than twelve (12) years of experience shall be placed in a minimum of the 5th Step;
- 6. Any RN who has twelve (12) years of experience but less than fifteen (15) years of experience shall be placed in a minimum of the 6th Step;
- 7. Any RN who has fifteen (15) years of experience but less than twenty (20) years of experience shall be placed in a minimum of the 7th Step; and
- 8. Any RN who has twenty (20) or more years of experience shall be placed in a minimum of the 8th Step.

Credit for previous experience shall be given automatically where a domestic or foreign acute care hospital or U.S. Service Hospital has previously employed a Nurse.

For the purpose of this section, any previous part-time experience, which has been on a regular pre-determined basis of twenty (20) hours per week or more, shall be considered as if it were a year's full-time experience.

E. Shift Differential

1. A Regular or Short-Hour Nurse assigned to evening (p.m.) shift shall receive thirteen (13%) percent of the regular Staff Nurse II rate of pay on his or her appropriate step set forth in Appendix A.
2. A regular or Short-Hour Nurse assigned to the night shift shall receive eighteen and one-half (18.5%) of the regular Staff Nurse II rate of pay on his or her appropriate step set forth in Appendix A.
3. Nurses working shifts on weekends shall be paid a differential of twenty dollars (\$20.00) for each shift of four (4) hours or more worked on a weekend in addition to the Nurse's hourly rate of pay for the shift.
4. **Shifts are defined as follows:**
 - a. Day shift: Begins at 7am and concludes at 3:30pm.
 - b. Evening shift: Begins at 3pm and concludes at 11:30pm.
 - c. Night shift: Begins at 11:00 pm and concludes at 7:30am
 - d. Weekend shift: Begins on Friday at 11:00pm and concludes Sunday at 11:00pm.
5. Shift Differentials will be paid when the majority of hours worked in a shift are within one that provides for a differential. Where the hours in a shift are evenly split between shifts with different differentials, then the differential(s) will apply according to the actual hours worked within that shift with a shift differential.

Notwithstanding the foregoing, a Nurse assigned to the night shift who has completed his or her assignment and who continues to work into the day shift shall receive the night shift differential for all such day shift hours worked.

6. There shall be no duplication, pyramiding, or compounding of any premium wage payments. If more than one (1) type of premium is

applicable to work performed within a work week, the one applicable premium payment that will result in the highest total compensation shall be used.

F. Stand-By and Call Back Pay

Nurses assigned to stand-by in any area of the Hospital shall be paid at the rate of one-half ($\frac{1}{2}$) the straight-time rate when on stand-by. Nurses on stand-by on recognized holidays hereunder shall be paid at the rate of three-quarters ($\frac{3}{4}$) the straight time rate of such a Nurse. If called to work when on stand-by, a Nurse shall be compensated at time and one-half ($1\frac{1}{2}$) the straight-time rate as total compensation for all time worked when on stand-by except for any such hours that fall in the Nurse's scheduled straight-time hours of work. The Nurse shall also receive the shift differential for the hours paid for call back on the evening (p.m.) or night stand-by shifts. If called to work when on stand-by, a Nurse shall be guaranteed three (3) hours of work or payment in lieu thereof.

The customary stand-by shift times are:

- 7:00 a.m. - 3:00 p.m.
- 3:00 p.m. - 11:00 p.m.
- 11:00 p.m. - 7:00 a.m.

The Hospital, in its discretion, may assign standby to commence and end at different times and for different lengths of time than those set forth above.

A regular full-time Nurse called back on his/her regularly scheduled days off under this practice shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) for all hours worked when called back.

G. Call-Back on Day Off While Not On Call for Grandfathered 4/5 Nurses at the San Leandro Hospital only:

A "grandfathered" 4/5 Nurse (as defined in Section 9(K) who is called back on his/her regularly scheduled day off shall receive pay at straight time, plus a ten dollar (\$10.00) per hour premium, for all hours so worked. In the event that these hours result in such a Nurse receiving statutory overtime or if such a Nurse is otherwise receiving pay for a premium shift, the employee will be paid the overtime or premium rate and will not receive the ten dollar (\$10.00) per hour premium.

H. Call-Back after Cancellation

A Nurse who is called back to work on a shift for which the Nurse was cancelled from shall receive pay at one and one-half (1 ½) times the straight-time rate for all hours worked on such call-back.

I. Charge Nurses

1. The Hospital and the Association jointly agree that the role of the Charge Nurse is important in the overall delivery of safe, quality patient care. The primary function of the Charge Nurse is to coordinate, direct, and delegate the work on her or his unit, working in collaboration with the Nurse Manager(s), and/or House Resource/Nurse Supervisor. With the exception of nurses classified as Charge Nurse, Charge Nurse is a working title that describes work assigned to bargaining unit nurses in addition to their staff nurse responsibilities.

2. Charge Nurse Responsibilities:

In collaboration with the Nurse Manager(s) and/or House Resource/Nurse Supervisor, the Charge Nurse shall have authority to adjust staffing on the unit as necessary to provide appropriate patient care, including the authority to call in a reasonable number of extra staff as needed.

The responsibilities of the Charge Nurse shall include the following:

- Making assignments;
 - Adjusting assignments, as needed;
 - Working as a liaison with the House Resource/Nurse Supervisor and/or Nurse Manager(s);
 - Serving as a resource to staff on the unit to answer questions; and
 - Facilitating patient flow.
3. A Charge Nurse will be assigned on all units and shifts.
 4. The Charge Nurse classification shall be held by a benefited Nurse and paid on a wage scale that is 9% above the Staff Nurse II wage scale, as set forth in Appendix A.

5. **Patient Assignments to Charge Nurses**

Charge Nurses and Relief Charge Nurses shall not receive a patient care assignment on the following designated units and shifts, provided that the core staffing requirements of the Charge Nurse's unit are met at that time:

- OR (Day Shift);
- Emergency Department (All shifts);
- ICU (All shifts);
- Med/Surg/Tele units (All shifts).

When a Charge Nurse in one of the above-identified units and shifts is assigned a patient, the Hospital shall use its best efforts to relieve the Charge Nurse of such an assignment by seeking to call in additional Nurse(s). This provision shall not preclude patient assignments to a Charge Nurse due to coverage for breaks and meal periods of other Nurses or when census is significantly lower than normal. In the event a Charge Nurse is required to cover for meals and breaks, in accordance with Title 22, the Charge Nurse shall be excused from all administrative responsibilities when providing direct patient care.

6. Relief Charge Nurse: When a Charge Nurse is absent or there is a Charge Nurse vacancy, a Relief Charge Nurse shall be assigned to fill the Relief Charge Nurse role, as provided below. Patient assignments to Relief Charge Nurses shall be consistent with those of a Charge Nurse.

- a. Each unit shall maintain a list of Nurses who have agreed to fill the Relief Charge Nurse role. Nurses who have agreed to be a Relief Charge Nurse shall accept the Charge Nurse role when the Charge Nurse is not on duty.
- b. Staff Nurse II Registered Nurses who are not in the Charge Nurse classification but who are assigned to the Relief Charge Nurse role shall receive additional compensation of Twenty-four (\$24.00) dollars per shift or partial shift. Payment for the Relief Charge Nurse premium shall be made for two (2) hours or more on each shift worked. Short-Hour Nurses shall receive such additional compensation when they are designated by the Hospital to be in charge.

- c. Except as provided otherwise in this section, there shall be no mandatory charge assignments; however, a Nurse shall be eligible for the Relief Charge Nurse premium only for such shifts that the Nurse is assigned to act as the Relief Charge Nurse.

J. Preceptor Pay

Newly hired Nurses and Nurses who have transferred to a new unit, who are assigned by nursing management to complete a formal preceptor program, will not be counted in the staffing complement while in the program. The patient assignments for the preceptor/preceptee team shall be made by the Charge Nurse, with input from the preceptor. The length of the preceptorship shall be based on the Nurse's prior experience and/or training as determined by the Nurse Manager/designee.

A Nurse Preceptor is a bargaining unit Nurse who has been appointed to be responsible for precepting another Registered Nurse, a paramedic, or a final semester BSN/ASN student.

New Grad Nurses, Nurses transferring into a critical care unit without critical care experience, and Nurses re-entering into acute care after an absence of at least five (5) years from an acute care position shall receive precepting.

Nurses assigned to perform as a preceptor shall attend a preceptor training program if requested to do so by the Hospital. The cost of the training program shall be borne by the Hospital and the Nurse shall be paid her/his regular hourly rate of pay for attending the training.

Nurses assigned to perform as a preceptor, including as a relief preceptor, shall be paid a premium of two dollars and fifty cents (\$2.50) per hour for each hour worked while assigned as a preceptor under this section.

Routine orientation of a newly hired or transferring Nurse to a unit is not considered a formal preceptor program and does not qualify for preceptor pay. Orientation shall be considered routine if it is anticipated by the Hospital to be no longer than ten (10) consecutive shifts at the bedside. Orientation that was anticipated to be routine but exceeds this standard shall be treated as a preceptorship and the preceptor premium shall be paid for hours following the ten (10) day orientation.

K. Payroll Inquiries

Questions regarding payroll shall be submitted on the Payroll Discrepancy Review Form. The Hospital will use its best efforts to respond to inquiries promptly (i.e., within five business days) and to make appropriate corrections on a timely basis.

The Hospital recognizes its obligation to provide accurate paychecks to the Nurses, and the Association recognizes the Nurses' obligation to record accurately their time worked on a daily basis.

At the request of the Nurse to his or her manager, the Hospital shall provide a copy of the Nurse's payroll records for a designated period within the prior twenty-four pay periods, including any changes that have been made to his or her timecard.

Nurses will report all payroll errors to their Nurse Managers immediately. Where timely notice is given, payroll errors involving underpaying of up to ten percent (10%) of earned gross pay will be corrected no later than the following payday. Payroll error involving underpayment of more than 10% of earned gross pay will be corrected no later than (4) payroll department business days after being reported.

The Hospital will provide access to his/her electronic time, pay, and accruals record prior to and after the applicable payday.

SECTION 8. HOURS OF WORK:

A. Workweek Defined

A workweek is a period of time consisting of seven (7) consecutive days. The workweek is from Sunday 12:00am to 11:59pm the following Saturday.

B. Compensation of Overtime

1. Actual work for the purpose of computing overtime does not include hours paid in non-work status, such as PTO and paid leaves of absence pursuant to Section 16 - Leaves of Absence.
2. Except as provided in Section D. below, a nurse shall be compensated for overtime worked at one and one-half (1 ½) times the straight-time rate when any one of the following conditions apply:
 - a. Time worked which exceeds forty (40) hours in a workweek;

- b. Time worked in excess of the nurse's shift. For the purposes of this paragraph only, a shift is defined as a minimum of eight (8) hours.

For example, nurses assigned a shift of ten (10) hours in a work day are not subject to daily overtime until the hours worked in the day exceed ten (10) hours of work.

3. Nurses shall be compensated for overtime worked at double (2x) the straight time rate for all consecutive hours worked in excess of twelve (12) hours.

C. Assignment of Overtime

1. Overtime shall first be offered to Nurses working within the unit and shift where the overtime is available. Seniority among such Nurses shall be the controlling consideration in granting overtime work.
2. In accordance with the Hospital practice, there shall be no mandatory overtime except during a state of emergency declared by city, county, state, or federal authorities.
3. The Hospital will ask for volunteers before assigning overtime and shall attempt to distribute overtime work assignments based on the seniority of the nurse, and the nurse being able and competent to perform the work.
4. All overtime worked by a Nurse should be authorized in advance if possible, otherwise the claim for overtime shall be subject to review. If it is not possible on the day the overtime is worked to secure authorization in advance, the Nurse shall record the overtime on a record made available by the Hospital, and give the same to the supervisor at the earliest opportunity.

- D.** There shall be no duplication, pyramiding, or compounding of any premium wage payments within the same hour worked.

E. Work Schedule

1. The normal hours of work shall be as follows:

Day Shift begins at 7:00 a.m. and concludes at 3:30 p.m.;

Evening Shift begins at 3:00 p.m. and concludes at 11:30 p.m.; and

Night Shift begins at 11:00 p.m. and concludes at 7:30 a.m. the following day.

2. Full and part-time work shifts are eight (8) hours per day, excluding meal periods.

Eight (8) hours per day, excluding meal period, on five (5) separate days within a workweek;

Ten (10) hours per day, excluding meal periods, on four (4) separate days within a work week;

Twelve (12) hours per day are subject to work schedule defined in Appendix D.

3. Deviation from the hours of shifts established as of the date of this Agreement as entered into may be made where necessary in the judgment of the Hospital. The Association will be notified in advance of any such deviation and the reason therefore.
4. See Appendix D for shift times for Nurses on Twelve Hour Shifts.
5. **Extra Shifts for Regular Part-Time Nurses**
 - a. Except as otherwise provided in this Agreement, a regular part-time Nurse who works any shift in addition to the number of shifts for which the Nurse is regularly scheduled (and has actually worked) during a full payroll period shall be paid twenty-five percent (25%) above the Nurse's regular rate of pay for each such additional shift worked; provided, however, that such premium pay shall not apply if the Nurse is otherwise eligible for overtime or another form of premium pay in the same shift that he or she would otherwise be eligible for the extra shift premium, or if the Nurse is a "grandfathered" 4/5 Nurse, as provided for in Section 8.E.10 (Shift Rotation) of this Agreement.
 - b. Extra shifts (i.e., after the schedule is posted) shall be offered by seniority to Nurses working within the units where the extra work is available, provided that the Nurse has given written notice of the Nurse's availability for specific dates and shifts at least eight (8) hours in advance of the shift.
 - c. Extra shifts shall be offered to Nurses within the unit who give written notice by seniority: First, to Regular Nurses who were cancelled during that week and up to the number of shifts lost;

second, to Regular Part-time Nurses requesting additional shifts; and third, to SANs and Short Hour Nurses.

- d. In the event a Nurse has given written notice of availability and then declines offered work on the Nurse's available dates twice within a calendar month, the Nurse shall be removed from the seniority list for extra shifts and the Nurse will not be permitted to make another application until thirty (30) days have elapsed.
- e. An offer of extra shift work to a Nurse, if made by telephone call, shall be shown by the listing of a call or attempted call to the Nurse on the phone log of the Staffing Office. The log shall be conclusive evidence that the offer was made. Both parties agree to meet at the request of either party to discuss recurring problems associated with the process of verifying whether Nurses were contacted in the contractually appropriate order to be offered additional shifts.
- f. Nurses who accept an extra shift assignment shall do so without requiring modification to the nurse's regular schedule.

6. Lunch Period and Payment for Lunch Time Worked

- a. Not more than one (1) meal period of at least one-half (1/2) hour is provided for shifts worked of six (6) continuous hours or more. Full shift Nurses who are scheduled to work eight (8) hours within a spread of eight and one-half (8½) hours shall receive not less than one-half (½) hours for lunch. Meal periods are neither time worked nor time on pay status, unless the Hospital requires a nurse to remain on the job. If such Nurse is required to work during the lunch period, such lunch 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.
- b. The Hospital will make every effort to ensure that nurse have the opportunity to take a meal period in accordance with Section E.6.a., above. The Hospital will assign a meal period to each nurse at the beginning of the shift. As soon as practicable, after the nurse determines that s/he is unable to take a meal break due to urgent patient care needs, s/he shall notify her/his supervisor (or designee), in which case the Hospital will make a good faith effort to ensure that the nurse is offered the opportunity to take an alternate meal period during her/his shift. Should the nurse fail to notify the supervisor (or designee), the right to claim penalty pay

for a missed meal would be waived.

- c. When a Nurse is expressly directed to remain on duty to perform work during a lunch period, and does not receive an alternative off-duty lunch period, the Nurse shall report the lunch period as work time for review and approval by the Nurse Manager. The Hospital shall continue to provide unpaid thirty (30) minute duty-free meals in conformity with applicable California wage and hour laws, as amended from time to time.
- d. A Nurse who does not receive a thirty (30) minute duty-free meal period shall receive an additional hour of pay at her or his straight-time hourly rate as set forth in Appendix A of this Agreement. In the event that the economic penalties for missed meals and/or missed breaks change as a result of legislative, regulatory, or judicial action, the Association and the Hospital agree to meet and confer over such changes.

7. **Rest Periods**

- a. Time allotted for rest periods is limited to two (2) periods of fifteen (15) minutes each during an eight (8) hour or ten (10) hour shift, or three (3) periods of fifteen (15) minutes each during a twelve (12) hour shift. Nurses assigned to six (6) hour shifts shall be entitled to one (1) rest period of fifteen (15) minutes per shift.
- b. The Hospital will make every effort to ensure that nurses have the opportunity to take rest period(s) in accordance with §E.7.a., above. The Hospital will assign rest periods at the beginning of the shift to each nurse. As soon as practicable, after a nurse determines that s/he is unable to take a rest break due to urgent patient care needs, s/he shall notify her/his supervisor (or designee), in which case the Hospital will make every effort to ensure that the nurse is offered the opportunity to take an alternate rest period(s) during her/his shift. Should the nurse fail to notify her/his supervisor (or designee), the rights to claim penalty pay for a missed break would be waived.
- c. Nurse who does not receive both of her or his paid breaks shall receive an additional hour of pay at her or his straight-time hourly rate as set forth in Appendix A of this Agreement. In the event that the economic penalties for missed meals and/or missed breaks change as a result of legislative, regulatory, or judicial action, the Association and the Hospital agree to meet and confer

over such changes.

8. Rest Between Shifts

- a. A 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 on two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when the Nurse is off on 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 ½) unless the Nurse is already entitled to receive time and one half. This benefit is not to be pyramided with time and a half paid for other reasons required by this contract or by law. Overtime for which premium pay is given shall count as rest periods for purposes of this paragraph. This provision may be waived in writing on the request of the individual Nurse and with the agreement of the Nurse Manager, and copies of such written waivers will be given to the Nurse Representative by the Hospital. The individual Nurse may revoke such written waivers in writing at any time.
- b. Registered Nurse may be required to fill an assignment after a rest period shorter than described herein, in the event of an emergency. This requirement to report after a short rest period shall not serve to increase the Nurse's assigned weekly hours of work.

9. Weekends Off

With the exception of nurses assigned to work weekends only, if the Hospital requires a Nurse to work more than two (2) consecutive, the third and subsequent consecutive weekends shall be paid at one and one half times (1 ½ X) the nurse's base rate of pay, until a complete (Saturday and Sunday) weekend off is granted.

This premium pay shall not apply if the third and/or subsequent consecutive weekends worked resulted from the nurse's request for a schedule accommodation.

This premium pay may be waived with written agreement from the individual nurse.

a. Definition of Weekend.

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

b. **Guarantee of Weekends Off.**

The Hospital shall attempt to grant at least twenty-six (26) weekends off per year to nurses who work in areas that require staffing seven (7) days a week. This provision does not apply to nurses who work weekends only.

c. **Regular Nurses with 20 Plus Years**

- i. Effective on January 1, 2009, Regular Nurses with twenty (20) or more years of service shall be provided on an annual basis with their choice of one of the following options:

Option A: Not be required to work more than one weekend in twenty-eight (28) consecutive days; or

Option B: Receive an annual bonus payment, equal to two weeks' pay for that Nurse.

- ii. Under Option B, the bonus for the upcoming calendar year shall be payable during the first pay period in December.
- iii. Regular Nurses shall be provided a choice of Option A or Option B during the month of October of each year. The Nurse's choice shall be effective during the next calendar year. A Nurse who fails to select an option shall continue to receive the Nurse's previously selected option or, in the absence of a prior selection, Option B.

10. **Shift Rotation**

After two years of employment at full-time, four shifts, or three shifts weekly, a Nurse may be scheduled on a rotating shift only upon the Nurse's individual agreement. At the conclusion of the two-year period in a designated rotating shift position, the Nurse shall be offered a schedule limited to the primary shift, as designated on the posting for the position. If no such designation was made on the position posting, the schedule offered shall be on the primary shift usually worked by that Nurse. A shift rotation based on a need for the Nurse to establish competencies in the Operating Room may continue longer than the two years of the rotation if needed to establish competencies. The parties acknowledge that the position offered by the Hospital to a Nurse after the

conclusion of the shift rotation period may be a lower FTE than the Nurse's rotation shift schedule.

11. Requests for Hours Reductions

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

12. Weekly Four-Shift Schedule

- a. After completion of two (2) years of service, a regular full-time Nurse on any shift may request reduction in weekly hours to a part-time schedule of four (4) days per week. Such requests shall not be unreasonably denied by the Hospital, nor shall such schedule, once initiated, be unreasonably terminated, by the Hospital.
- b. Absent emergency conditions, a Nurse in a 4/5 position shall be granted two (2) consecutive nights, two (2) consecutive evening, or two (2) consecutive day shifts off respectively each week. The Nurse and the Hospital may agree to waive the obligations of this paragraph.

13. "Grandfathered" Four-Fifths Nurses

- a. The provisions of this section regarding Grandfathered Four Fifths (4/5) Nurses shall apply only to those San Leandro Hospital Nurses who were in this position as of June 28, 2004.
- b. Grandfathered 4/5 Nurses working a four-fifths (4/5) schedule shall be eligible for full-time benefits. Except for these grandfathered Nurses, Nurses working a 4/5 schedule shall accrue benefits consistent with their schedule.
- c. The Nurses grandfathered into a 4/5 position may continue, at their option, to work on this schedule and receive the benefits of this position. Once a grandfathered 4/5 Nurse vacates a 4/5 position at San Leandro Hospital, he or she is no longer eligible for, and may not return to, a 4/5 position with full-time accrual of benefits. A grandfathered 4/5 Nurse shall not be eligible to receive the premium set forth in Section ~~9(C)~~ 8.E.5.a., of this Agreement.

14. Weekly Three-Fifths Schedules

- a. The Hospital shall maintain no fewer than twenty-five (25) three-fifths positions at San Leandro Hospital. At the request of the Association, the parties shall meet to discuss whether the number of designated three-fifths positions should be changed due to significant changes in the number of benefited positions.
- b. Charge Nurses currently in 3/5 positions shall be retained. Charge Nurses may elect to move to a vacant and available 0.6 FTE staff nurse II position; internal seniority would continue to determine the filing of any such vacancy.
- c. Any vacancies in the twenty-five (25) positions shall be posted for the same unit and shift on which the position previously existed. If no qualified Nurse applies for the position during the initial seven (7) day posting period, the Chief Nurse Executive and a Nurse Representative designated under Section 33 (RN Representatives) of the parties' Agreement will meet and confer to decide whether the position should be reallocated to another unit or should be posted internally and established in the unit and shift of the senior Nurse then bidding for it. If the parties are unable to reach agreement, the position shall be posted externally.
- d. All three-fifths positions posted in the future shall remain as three-fifths positions unless agreed otherwise in writing by the parties' authorized representatives.
- e. Nurses assigned to such positions shall be eligible for pro-rata benefits and shall be eligible for the same health program coverage, at the Hospital's expense, as is applicable to full-time Nurses.

15. Every-Weekend Benefited Positions

The Hospital and the Association recognize that quality of care is enhanced by the continuity provided by a permanent and stable work force on all shifts and on all days of the week.

To assist the Hospital in providing regular, benefited staff for weekend shifts, the Hospital may establish and post every-weekend benefited positions of twelve (12) hours per shift for three (3) consecutive shifts (Friday, Saturday, and Sunday or Saturday, Sunday, and Monday). Likewise, the Hospital may establish and post every-weekend

benefited positions of twelve (12) hours per shift for two (2) consecutive shifts (Friday and Saturday, Saturday and Sunday, or Sunday and Monday). The Nurses in these weekend benefited positions shall be compensated at 1.25 times the Nurse's hourly rate of pay for the first twelve hours worked. Overtime after twelve hours of work shall be at double the Nurse's weekend rate of pay (i.e., 1.25 x 2).

a. **Weekends Off**

One (1) out of every eight (8) weekends worked, a Nurse who requests time off shall be granted one weekend off on PTO, to be scheduled by mutual agreement between the Nurse and the Hospital. The Hospital will use its best efforts to grant the Nurse the weekend off. This section does not require the Nurse to take the time off, nor does it preclude the Nurse from requesting additional weekends off during the eight week period. The provisions of Section 8.E.9.b., of this Agreement (Guarantee of Weekends Off) shall not be applicable to these weekend benefited positions.

b. **Shift Differential**

See Section 7.E., of this agreement (Shift Differential).

c. **Weekend Holiday Pay For Every-Weekend Benefited Positions**

Every-weekend benefited Nurses who work on a holiday that falls on the weekend shall be paid at 1.5 the Nurse's hourly rate of pay as forth in Appendix A for all hours worked on that holiday (i.e., 1.25 x 1.5).

d. **Holidays Off for Nurse's in Every-Weekend Benefited Positions**

Nurses in every-weekend benefited positions may take up to four (4) holidays off on weekend shifts in a calendar year.

e. **Jury Duty for Nurses in Every-Weekend Benefited Positions**

Nurses in every-weekend benefited positions who are required to be present for jury duty for a minimum of four (4) hours each of four (4) or more days in a calendar week shall be granted, at the request of the Nurse, the following weekend off. The Nurse shall be compensated at her or his regular straight-time rate of pay (1.25) up to the number of hours of the Nurse's primary work

schedule when such jury duty was served, less jury duty pay, provided the Nurse worked on the weekend before the jury duty.

f. **Non-Weekend Twelve Hour Shifts:**

See Appendix D.

SECTION 9. PAID TIME OFF & EXTENDED SICK LEAVE

A. Paid Time Off (PTO)

1. Regular Nurses shall accrue Paid Time Off, commencing with their date of hire and on all hours worked within 80 (eighty) hours in a pay period. PTO is accrued bi-weekly, based on the straight time portion of hours paid, which includes ESL hours taken, PTO hours taken, hours worked on a holiday, call-back, jury duty, and bereavement leave. PTO does not accrue on stand-by pay, SDI benefits, workers' compensation benefits, unpaid leaves of absence, PTO paid as a lump sum, or hours worked in excess of 80 per pay period.
2. PTO hours shall accrue for full-time nurses in accordance with the schedule below:

Length of Service	Accrual per Bi-Weekly Pay Period	Total PTO Days Earned/Year
Less than one year	8.31 hours	27
One year and less than four years	9.85 hours	32
Four years and less than nine years	11.39 hours	37
Nine years or more	12.93 hours	42

3. Regular part-time Nurses shall accrue paid time off commencing with their date of hire, on a pro-rated basis in accordance with the above schedule. Part-time regular nurses accrue PTO on additional hours worked that are within 80 (eighty) hours in a pay period.

4. Paid Time Off (PTO) days or hours may be used for vacation, holidays, short-term illness, family emergencies, religious observances, preventative health care, dental care, personal business, and other excused elective absences. Educational leave, bereavement leave, and jury duty are paid in addition to PTO days, and the PTO account is not charged with this time off.
5. PTO hours may be used as soon as they are earned but may not be used in advance.
6. With the exception of emergencies or illnesses, PTO must be requested by the Nurse in advance, and agreed to in advance by the Department Head or Nurse Manager. In cases of absences for emergencies or illnesses, the Nurse shall notify the Department Head or Nurse Manager as promptly as possible.
7. A Nurse desiring to take annual PTO must make a request for the days by February 1 of each year. The Hospital shall post the resulting vacation schedule by March 15 of each year. Vacations requested during this request period are granted on the basis of seniority. If an RN requests, the RN's name shall be placed on a waiting list of RN's who submitted requests by February 1st, but whose requests were denied because the time requested was filled by a senior nurse.

In the event that a senior nurse vacates that vacation time, the next senior RN on the waiting list shall be granted that time requested.

8. PTO requests submitted after February 1, will be granted on a first-come, first-served basis; with written confirmation to the Nurse within two (2) weeks of receipt of the request. Such requests shall not be unreasonably denied.
9. **PTO Maximum**
 - a. A regular status (regular full-time and part-time) nurse shall not accrue PTO in excess of 500 (five hundred) hours.
 - b. Twice each calendar year, in the months of April and October, the employee may elect to convert into cash the PTO time accumulated, in accordance with Hospital policy and subject to any necessary deductions as provided by Hospital policy, which shall be consistently applied to the Nurses and other employee groups at the Hospital. PTO hours may not be accrued in excess of the nurse's maximum accumulation.

10. Pay for PTO hours shall be based on a Nurse's current hourly rate of pay including any regularly assigned shift differential, which is in effect at the time of using PTO or at the time of converting PTO to cash.
11. Upon termination of employment with the Hospital or upon changing to SANs status, all unused PTO hours will be paid off at the current hourly rate of pay including any regularly assigned shift differential in effect.
12. PTO hours may not be used to extend employment with the Hospital beyond the last day actually worked.

B. Extended Sick Leave (ESL)

1. Nurses eligible to accrue Paid Time Off shall also accrue Extended Sick Leave (ESL) at the rate of six (6) days per year in the case of regular full-time Nurses, and on a pro-rated basis in the case of regular part-time Nurses. Part-time nurses accrue ESL on additional hours worked that are within 80 (eighty) hours in a pay period.
2. A Nurse shall be paid from the employee's accumulated Extended Sick Leave for absences because of long-term illnesses. A long-term illness is an illness that causes an absence from work for more than four (4) consecutive days.
3. ESL shall be used to integrate with State Disability Insurance (SDI) or Workers' Compensation payments as necessary during a long-term illness so that the employee will receive his/her regular take-home pay. Paid Time Off days may be applied when ESL days have been used up. Employees must apply for SDI or Worker's Compensation benefits when eligible.
4. The Hospital reserves the right to require medical verification of any such absences as a condition of payment.
5. There is no limit to the number of ESL days that may be accrued.
6. Employees terminating employment with the Hospital, who have met the qualifications for retirement under the Hospital's Retirement Plan shall receive credit toward retirement based on the accumulated ESL days at the time of retirement in one of the following ways:
 - a. An employee for whom the Hospital contributes to a retirement account, as provided in Section 30 - Retirement, shall receive at time of termination an additional contribution to the account equal to a percentage of the cash value of the accumulated ESL days at

the time of termination; said percentage to be the same percent figure in effect for the Hospital's regular retirement contribution.

- b. An employee participating in the Hospital Retirement Plan at time of termination shall have time accumulated in the employee's ESL account reported and applied as a retirement credit.

SECTION 10. HOLIDAYS

A. Holidays

The following days shall be recognized by payment of the rates set forth below for work performed on such days:

- New Year's Day
- Martin Luther King, Jr., Birthday (third Monday in January)
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas
- Day after Thanksgiving
- Veteran's Day

Any of the above holidays listed for Monday observance in the U.S. Public Holiday Act (5 U.S.C. Section 6103) shall be observed on that date as prescribed in the Act.

If any of the above holidays occur on a Sunday, payment set forth below shall be observed on such Sunday, except for eligible Nurses regularly assigned to a Monday through Friday workweek, for whom the day shall be observed on the following Monday.

If a Nurse is required to work any of the aforementioned days she/he shall receive time and one-half (1½) for all hours worked on these days. A work shift shall be deemed to fall on these days when the major portion of the shift falls on such days.

Nurses who are “on-stand-by” on any of the aforementioned days as provided in Section 7.F., shall be paid at the rate of three-fourths (3/4) the straight-time rate when “on-stand-by” during such days.

The Hospital reserves the right to reduce scheduling of personnel as needed for the aforementioned holidays.

Guaranteed Holiday Off

The Hospital agrees to grant regular full-time and regular part-time Nurses either December 25 or January 1 as a day off.

SECTION 11. JOB POSTING

- A.** The Hospital will ensure that position vacancies are posted on the Alameda Health System website, and in a conspicuous location on the unit where the vacancy exists. Position vacancies shall be posted for not less than seven (7) calendar days. The location of the posting on the unit where the vacancy exists will be determined by the manager(s) responsible for that unit. Position postings shall be dated and identified, e.g., by number. Position postings shall be removed within a reasonable time after the vacancy has been filled, not to exceed thirty (30) calendar days.
- B.** Nurses employed by the Hospital may apply for such positions and shall be given preference in filling such vacancy on a seniority basis in the following order: first to regular RNs in the same unit as the vacancy; second, to Short Hour or SAN RNs in the same unit as the vacancy; third, to Regular RNs in the same Hospital as the vacancy; and fourth, to Short Hour or SAN RNs in the same Hospital as the vacancy. Preference for the position shall be afforded in the order set forth above, provided: (a) the Nurse is qualified to fill the vacant position and, (b) approval of the application will not adversely affect patient care, taking into account current knowledge, skills, experience, and required certifications as applicable. In the event a senior Nurse applicant is not selected, such applicant will be advised in writing as to the reasons s/he was not chosen.
- C.** Upon approval of a Nurse’s application for a vacancy, the Nurse shall fill the position as soon as practicable.
- D.** During the posting period the Hospital will assign Nurses to the vacancies on a temporary basis.
- E.** In order to provide consistent and competent patient care, it is the intent of the Hospital to hire regular and short hour Nurses into all open positions as well as use SANs, part-time regular staff, short-hour, or temporary nurses to fill

vacancies in the recruitment process before resorting to traveler and registry nurses. In such cases, the Hospital shall adhere to the notice process and methodology for securing coverage for extra assignments and shifts outlined in Section 9 - Hours of Work. However, it is understood that in areas where it is particularly hard to recruit or where there is a lengthy lead time to fill and train new staff, it may be necessary to use supplemental agency staffing for provision of patient care. It is not the intent of the Hospital to use supplemental agency staffing, such as travelers, to avoid the terms of this Agreement. Any qualified Nurse bidding on a position occupied by a Traveler Nurse shall be awarded the position, and such a Traveler Nurse shall be reassigned to another available position within the Hospital for which he or she is qualified.

F. Any interim position of thirty (30) days or more that the Hospital intends to fill other than with SANs, short hour or float Nurses shall be subject to the posting requirement set forth in §A., above.

G. Hiring For Licensed Positions

It is the intent of the Hospital to hire Registered Nurses into all available positions requiring nursing licensure.

SECTION 12. SENIORITY

A. Accumulation of Seniority

Seniority shall be based upon accumulated length of service within the bargaining unit.

1. Seniority as a Regular Nurse: A Regular Nurse shall be credited with one (1) full year of seniority for each year of employment as a Regular Nurse. In cases of ties of seniority for Regular Nurses, the Nurse's most recent date of hire shall determine the order on the seniority list. If the most recent dates of hire are the same, the employment application date shall determine the order of seniority.

B. Seniority as a SAN and Short Hour Nurse: SAN and Short Hour nurses shall have seniority amongst each other based on each year of employment within the bargaining unit.

C. Transferring Seniority Between Units

A Nurse transferring from one unit to another shall be credited in the new unit with all previously accumulated seniority.

D. Breaks and Adjustments in Seniority

1. Seniority shall not apply to any Nurse until the Nurse has been employed by the Hospital for a period of ninety (90) days.

E. Thereafter, seniority will be broken by dismissal for just cause, voluntary resignation, severance, or transferring out of the bargaining unit. However, if the nurse returns to a position within the bargaining unit within 12 months or less following the event triggering the break in seniority, the nurses shall have their seniority restored, but adjusted for the period when not in the bargaining unit. If, within this 12 (twelve) month period, the nurse returns to the same classification from which they left, the nurse shall be placed on the same step they were on before they left the bargaining unit and have their years of service on that step restored for purposes of step movement, if any, as outlined in Section 7 - Compensation.

F. In all other cases where seniority is broken, the Nurse shall have a new seniority date for purposes of shift bids, bidding for a vacant position, cancellation, and temporary and permanent layoff.

Seniority List: The Hospital shall maintain seniority lists. An updated master and unit seniority list shall be provided to all units annually.

SECTION 13. CANCELATION, LAYOFF, REDUCTION IN TIME

A. Units

The units at San Leandro Hospital shall be defined as the following:

ICU

Med-Surg/Tele

Surgery

PACU/Pre-Op/Procedure Room

Emergency Department

San Leandro Hospital may establish, modify, amend, or dissolve units. In the event of such changes, San Leandro Hospital shall provide the Association with

30 days' notice and bargain with the Association over the impact to the affected nurses.

B. Cancellation Pay

Cancellation with Less than (90) / ninety minutes Notice: In the event the hospital needs to implement cancellation, the nurse must be notified (90) ninety minutes prior to the start of the shift. If the Nurse is not notified (90)-ninety minutes prior to the start of his/her shift, the Nurse will report to her shift as scheduled. If the Hospital cancels a Nurse with less than (90) minutes' notice the Nurse will be given four hours of work, or four hours of pay at the Nurse's straight-time rate in lieu thereof if sent home earlier.

C. Daily Cancellation

1. Definition: A daily cancellation is one for which the need to reduce staff occurs suddenly and shall not affect the nurse longer than the nurse's scheduled shift for the day.

2. Order of Cancellation

In the event of a potential cancellation caused by a decrease in workload, the Hospital shall cancel Nurses in the following order:

- a. Assign alternative work where it exists, and the nurse is qualified
- b. Cancel Nurses who are incurring overtime pay in the impacted unit
- c. Cancel nurses who volunteers to have their shift canceled in the impacted unit
- d. Cancel Registry Nurses/ Agency Nurses/ Travelers
- e. SANs/Short-Hour working in excess of two (2) shifts per week (or for Short Hour, above their scheduled shifts)
- f. Regular nurses working extra shifts
- g. SANs/Short-Hour

If, after seeking and implementing the alternative above, the Hospital determines that the need to cancel employees continues to exist, the cancellation (s) shall be implemented beginning in inverse order of seniority then by rolling rotation so that the cancellations are done in an equitable manner within the impacted unit among regular status nurses.

Each unit shall maintain a record of the cancellations that have occurred and is available for review.

Seniority shall not control when a less senior Nurse who would otherwise be cancelled possesses essential skills that the more senior Nurse does not have.

Nurses who volunteer to be cancelled shall be noted to have been "cancelled" for purposes of equitable rotation of cancellations.

3. Application of Seniority: Seniority shall be applied within each of the units and within each affected shift in that unit within the respective employee category (e.g. regular, SANs). In units that include overlapping shifts the less senior nurse will be canceled. However, that seniority shall not be a controlling factor when a less senior Nurse who would otherwise be displaced possesses essential skills that the more senior Nurse does not have.
4. The manager or (designated staffing official) shall use the contact information on file for purposes of canceling the shift. The Nurse shall be responsible to maintain current contact information.
5. The manager (or designated staffing official) shall maintain a legible written record of the exact time and the date when the nurse was contacted. A nurse that is contacted 90 ninety minutes prior to the start of the shift will not be eligible for Cancellation Pay.
6. For regular status nurses an "extra" shift shall mean above and beyond their FTE.
7. New Grad Nurses who are in a preceptor program are excluded from daily cancellation.

D. Limitations on Daily Cancellations of Regular Status Nurses:

1. The Hospital shall not consider there to be an overstaffed situation (and thereby subject a Nurse to daily cancellation) unless:
 - a. The Charge Nurses who are within the RN's unit are free of patient assignments;
 - b. Each unit has Nurse coverage for meal and break relief; and

- c. No registry or traveler RN is performing nursing duties in the unit where the RN is slated for cancellation, provided the RN has the established competencies to substitute for the registry or traveler RN.
2. In the event that the above conditions are met and an overstaffed situation still exists in which RNs would be involuntarily subject to Daily Cancellation, the Hospital agrees that the designated number (as set forth below) of RNs who otherwise would have been subject to a Daily Cancellation off instead shall be reassigned by the Hospital to other duties, as determined by the Hospital.
3. The designated number of RNs shall be one (1) on each shift. This Nurse would be the most senior on the shift who would otherwise be subject to cancellation.
4. Notwithstanding other provisions of this Agreement, the alternative duties that may be assigned to a Nurse who otherwise would have been cancelled may be either within or outside of the RN's unit, including but not limited to acting as a resource nurse, a break relief nurse, performing chart audits, or taking patient assignments for which the Nurse has competencies.
5. RNs can elect to be cancelled in lieu of accepting reassignment under this provision but must notify the staffing office without delay of their election.

E. Short Term Layoff

1. Definition

A short-term layoff is one that the Hospital expects to be for fourteen (14) days or fewer.

2. Notice

When the Hospital expects a unit to be closed due to closure or external circumstances, the Hospital shall notice the nurses in the affected unit and the Association of the expected start and end dates of the temporary unit closure as follows:

- a. The Hospital shall give, if feasible ten (10) calendar days' notice of the expected beginning and ending dates of the layoff to the effected nurses.

- b. If less than ten (10) calendar days' notice is granted, the affected nurses shall receive straight time pay in lieu of notice for each additional day the nurse would have been on pay status had the nurse been given ten (10) calendar days' notice.
- c. In the event of a short-term layoff due to a temporary unit closure, no travelers or registry shall work on the impacted unit.
- d. If the unit opens prior to the end date, nurses may voluntarily come back to work on the unit.

3. **Order or Short-Term Layoff**

In the event it becomes necessary to implement a short-term layoff, the Hospital shall attempt to assign alternative work where it exists and provided the nurse is qualified. If, after attempting to assign alternative work, the Hospital determines that the need to implement short-term layoff continues to exist, the Hospital shall reduce staffing in the reverse order of seniority of the impacted unit in accordance with the order below, provided, however that seniority shall not control when the less senior Nurse who would otherwise be displaced possess essential skills that the more senior Nurses does not have.

- a. Registry/Travelers/ Agency Nurses
- b. Nurses Working Overtime
- c. SANs/Short-Hour Nurses
- d. Regular Nurses

4. **Return to Work from Short-Term Layoff**

A nurse who is asked to return to work from a short-term layoff prior to the expected return to work date may decline to do so.

5. **New Grads**

New Grad Nurses who are in a preceptor program shall not be subject to short-term layoff, unless the entire unit is closed.

F. Indefinite Layoff

1. Definition

An indefinite layoff is an involuntary:

- a. Separation from employment as implemented in accordance with the provisions of this Section.
- b. Permanent reduction in FTE of a-regular nurse

2. Order of Layoff

- a. In the event that it is necessary to layoff Nurses due to lack of work, including position elimination or involuntary reduction in scheduled hours, layoffs shall be conducted on the basis of the inverse seniority of the Nurse(s) working on the affected unit.

- i. Registry/Travelers/ Agency Nurses
- ii. Probationary;
- iii. Temporary;
- iv. Short-Hour;
- v. Regular

The layoffs shall continue successively within each category in the order of least senior to most senior.

- b. The Hospital will attempt to avoid an indefinite layoff(s) by making more senior nurse in the impacted unit eligible for severance in accordance with this Section if they volunteer to be laid off in place of a less senior nurse identified for layoff.
- c. The Association and the Hospital may agree to implement a program where nurses work on a reduced hours basis in lieu of layoffs in order to mitigate the impacts of an indefinite layoff. The duration and requisite schedules shall be subject to agreement between the parties.

3. **Notice**

When the Hospital identifies nurses to be affected by an indefinite layoff, it shall give the individual nurse written notice of the effective date of the layoff. The Hospital shall also immediately notice the Association. The Hospital shall meet and confer with the Association over the impacts of the reduction in force upon receiving a written request from the Association. The meet and confer process shall occur during the notice period. The parties may extend the notice period, or continue to meet and confer after the effective date of the reduction in force by mutual agreement. Advance notice will be provided as follows:

- a. A Regular Nurse shall receive at least four (4) weeks' notice of an indefinite layoff or pay in lieu of such notice for all hours the Nurse would have been scheduled during the two-week period.

4. Regular Nurses who are subject to indefinite layoff shall be offered, in order of seniority the following options:

- a. Any vacancy for which the Nurse is interested and is committed to obtaining the necessary training and skills required for the position within 30 days and/or fifteen (15) shifts.
- b. The position of any less senior Nurses within the Hospital for which the bumping Nurse is qualified, taking into account current knowledge, skill, experience, and/or required certification as applicable.
 - i. If the Nurse has such ability, s/he shall be given up to fifteen (15) shifts and/or what is standard for the department with respect to orientation in the new position as well as customary time to obtain required certifications as applicable.
 - ii. If it is determined during any orientation period that the Nurse does not have the ability to perform the work, s/he may be reassigned to another position on a seniority basis. The Hospital's decision is grievable.
 - iii. If possible, the scheduled hours of the position will be adjusted to match her/his schedule.

5. Before a Nurse is offered vacancies or bumping opportunities, the Nurse will be provided a description of the available vacancies or positions held by less senior Nurses which include the unit, shift, and number of scheduled hours. The Nurse shall notify the Hospital of her/his preferences. In exercising seniority rights under §F.4.b., above, the Nurse will be offered a position consistent with his/her seniority and stated preference. Vacancies, for which the impacted employee(s) are interested, throughout the Hospital will be held for displaced nurses until each Nurse has had the opportunity to respond to his/her desire to accept the position.
6. Nurses displaced by this procedure shall have successive rights as outlined herein until the least senior Nurses are affected.
7. Regular status Nurses who have opted to reduce are reduced to SANs or Short-hour status as a result of an indefinite layoff, will be given preference for work, up to their previous scheduled hours, over other SANs and Short-Hour Nurses for up to twelve (12) months. Any such Nurse who accepts casual work a SANs or Short-Hour position will continue to be covered under the Hospital's health program, at the Hospital's expense for coverage of the employee and eligible dependents, for the two (2) calendar month(s) following the month during which the layoff occurs.

G. Severance

1. A regular status Nurse who has received notice of indefinite layoff shall be entitled to severance pay in accordance with the below, from the most recent break in service, if any, and prorated by FTE. Where the indefinite layoff is a reduction in time, the lump sum that is paid shall be proportional to the percentage of time reduced:
 - a. 6 mos. to 4 years: 2 weeks
 - b. 5 - 9 years: 3 weeks
 - c. 10 - 14 years: 4 weeks
 - d. 15 - 19 years: 6 weeks
 - e. 20 - 24 years: 7 weeks
 - f. 25 - 29 years: 8 weeks

Thereafter, the Hospital shall pay one additional week of pay for each 5 year increment past 29 years.

2. When a nurse is rehired to a regular status position before the conclusion of the number of weeks for which the employee had received a severance payment, he or she will be required to pay back the remaining severance amounts as a precondition to employment.

H. Preferential Rehire

1. A non-probationary regular status nurse who is indefinitely laid off shall have preferential rehire status for an active vacant regular status position outside of the seven (7) day internal posting period.

I. The eligible nurse shall file a timely application for preference and self-identify through established processes and protocols that they are eligible for rehire preference according to this section.

J. A laid off nurse shall have seniority over all other applicants and be rehired provided:

- a. the active, vacant regular status position is in the same bargaining unit and at the same Hospital as the position from which the nurse was laid off; and
- b. the active, vacant regular status position is in the same classification from which the nurse was laid off.

K. If more than one (1) laid off nurse applies for the same position, the more senior laid off nurse shall be awarded the position.

L. In order to be placed in such a position, the nurse must be fully qualified to perform the duties of the position.

M. Nurses who are eligible for preferential rehire status shall retain preferential rehire status for one (1) year following the effective date of the nurse's layoff.

N. In the event a displaced Nurse is reinstated into her position after being laid off or reducing to SANs or Short-Hour position, the Nurse will be placed at the former salary step, and will not be considered as having a break in seniority. If a Nurse is reinstated to a benefitted position within six (6) months of being laid off or reducing to a SANs or Short-Hour position, the Nurse will also have her ESL balance reverted to the balance prior to the layoff.

SECTION 14. FLOATING

- A.** Floating shall be in accordance with applicable provisions of Title 22 of the California Code of Regulations, as amended from time to time, and shall be consistent with the Nurse's validated competencies. A Nurse who has floated shall have his/her competencies validated on the receiving unit prior to an unrestricted assignment. In the event a Nurse feels that s/he lacks competency for an assignment, the Nurse shall so inform the immediate supervisor. At the request of a Nurse, the Unit Manager or supervisor shall make an assessment of the Nurse's assignment to ensure that the Nurse is appropriately assigned in accordance with the Hospital standards and applicable provisions of Title 22 of the California Code of Regulations. While such assessment is being made, the Nurse may be assigned to nursing care duties that the Nurse and the Unit Manager or supervisor agree are clearly within the Nurse's capabilities.
- B.** Orientation for floating shall include one orientation shift for floating to Med Surg. For floating to one of the following specialty units, orientation of the Nurse shall be two orientation shifts: ICU, ED, Procedure Room, PACU, and Holding area.
- C.** Orientation shall include a shared assignment on the unit with a Resource Nurse or another Nurse. Nurses in orientation for purposes of floating shall not be counted in productive hours during such orientation.
- D.** Nurses floating to a unit outside the Nurse's unit shall receive the orientation contemplated by this section, unless the Nurse has previously floated to the unit. If eighteen (18) or more months have elapsed since the Nurse has worked in the unit, a reorientation of at least eight (8) hours shall be provided as described above. Except as provided in Section 13 - Cancellation, Layoff and Reduction in Time, floating outside of the Nurse's unit, will be voluntary. Nurses, by majority vote, shall select a float procedure of either by seniority or a rotational system. Elections for float procedures shall not be allowed more than once per calendar year in any unit.
- E.** Float Positions: The Hospital may, at its discretion, create a nurse classification for purposes of having a nurse dedicated to floating. The Hospital and the Association shall meet and confer on the implementation of the Float positions. The meet and confer shall include but not be limited to hours, wages, benefits and working conditions. Nurses in the Float positions shall not be counted in the Hospital's staffing matrix.

SECTION 15. EDUCATIONAL AND PROFESSIONAL DEVELOPMENT

- A.** The Hospital shall grant paid educational leave annually to a regular Nurse for attendance at educational nursing programs, provided the Nurse can be spared from service to the patients, provided that at least fifty percent (50%) of the education leave used by a Nurse under this section in a given year is directly related to the Nurse's area(s) of specialization and provided further that the balance of any education leave used is directly related to the profession.

The Hospital shall grant educational leave annually as follows:

1. Full-Time Nurse = six (6) days;
 2. 4/5 Nurse = five (5) days;
 3. 3/5 Nurse = four (4) days.
- B.** A Nurse may accumulate, to a maximum of ten (10) days, the unused portion of her/his paid educational leave in any year in which the Nurse requested such leave, but which the Hospital was unable to grant. A Nurse who does not request such leave waives it for that year.
- C.** After seven (7) years of continuous service, unpaid educational leave up to one (1) academic year shall be granted for enrollment in an approved professional nursing education program.
- D.** The Hospital reserves the right to require reasonable proof of attendance and/or enrollment.
- E.** A Nurse shall have the option of converting any or all of the value of her accumulated educational leave to pay for tuition at educational nursing programs. To qualify for such reimbursement, the Nurse must present a bona fide receipt for tuition expenses.
- F.** The Nurse shall apply in advance in writing specifying the course, institutes, workshop or class the Nurse wishes to attend. The Nurse shall obtain written permission to attend from the department head or the department head's designee. Such leave shall not interfere with staffing. Permission for such leave shall not be unreasonably denied.
- G.** In case of popular education programs, the Hospital shall attempt to allow as many Nurses as practicable to attend, within the requirements of staffing.

- H.** The Hospital may require a Nurse to attend a course by giving the Nurse a written notice to do so, and in that case, the hours at straight time lost from work will be compensated by the Hospital, but the hours shall not be charged to educational leave.
- I.** A P.M. or Night Shift Nurse who attends educational programs, which would otherwise qualify under the educational leave and pay provisions, but fall outside the Nurse's shift, shall be excused at the Nurse's option, from either the scheduled shift immediately preceding or immediately following the program. Nurses shall be paid for such absences provided sufficient educational leave credits have been approved.
- J.** If the program occurs on a scheduled day off, another mutually agreed upon day shall be scheduled off and paid as educational leave.
- K.** Home Study
The Medical Center will pay education leave when a Nurse engages in home study courses. Nurses shall receive educational leave payment at the rate of one hour of straight-time pay, plus any shift differential. Home Study course work may be combined to create a six (6) hour block, which can then be used as a paid educational leave (PEL) day. For Calculation of time, one (1) contact hour as defined by the BRN, will be equal to one (1) hour of Education Leave.

SECTION 16. LEAVES OF ABSENCE

- A.** Leaves of absence shall be provided as described within this article and AHS policy, unless Federal or State law provides a greater benefit.

Application for a leave of absence shall be made in writing by an employee requesting leave, and leave of absence, if granted, will be approved in writing. Authorized leave of absence for any purpose shall not affect previously accumulated paid time off, extended sick leave, or tenure. A Nurse on leave of absence will continue to accrue PTO/ESL as long as there is a balance in the Nurse's PTO/ESL account. Unless otherwise required by law, a Nurse's anniversary date will not be adjusted for the Hospital authorized leaves of one (1) year or less.

- 1. Medical Leave**

Medical leaves of absence shall be granted in accordance with Hospital policy and applicable law.

2. Return from Leave

- a. When a Nurse returns from an approved medical, maternity, family or association leave of absence not exceeding six months total time, or an approved personal leave, including discretionary and additional leaves, not exceeding ninety days total time, in compliance with the approved terms of the leave, such Nurse shall be assigned to the same classification, position, unit, and shift the Nurse held before the leave.
- b. If the approved medical, maternity, or family leave is in excess of six months total time and the Nurse returns in compliance with the approved terms of the leave, the Hospital will use their best efforts to, and will not unreasonably deny, return of the Nurse to the same classification, position, unit, and shift the Nurse held before the leave.
- c. The procedures for a Nurse to obtain clearance for return to work from an approved medically-related leave of absence shall comply with applicable law. Such procedures may include, where allowed by law, clearance to return to work by the Hospital's Occupational Health department. The Hospital will notify a Nurse in writing, with a copy to the Association, when a Nurse is referred to the Occupational Health department for clearance to return to work.

B. Maternity Leave

Maternity leave of up to six (6) months shall be granted to Nurses with one (1) or more years' service. This leave may be extended in particular cases up to an additional six (6) months upon mutual agreement between the Hospital and the Nurse, and the Hospital will not unreasonably withhold its agreement. Unless so extended, the Nurse shall return to work no later than three (3) months after delivery, unless she/he is prevented from doing so by physical disability.

C. Bereavement Leave

Bereavement leave up to five (5) days shall be granted to regular Nurses after ninety (90) days of employment for bereavement leave in case of death in the employee's immediate family. "Immediate Family" is defined as spouse, mother, father, daughter, son, sister, brother, grandparent, grandchild, legal guardian during employee's minority, or mother and father of a present spouse. This leave benefit shall include the domestic partner of a Nurse covered by this Agreement.

Effective January 1, 2022 a nurse shall make a request for bereavement leave within thirty (30) calendar days of the death.

Payment for scheduled workdays, which would have been worked, shall be made for the day of the funeral, or bereavement service and the days before and after the funeral or bereavement service. In addition to receiving the above paid leave, the Nurse shall, on request, be granted an additional unpaid workday off if the funeral is in California or an additional unpaid week (5 workdays) when the funeral is out-of-state. A Nurse claiming a bereavement leave absence will sign a statement giving the date and place of funeral or bereavement service, relationship of decedent, and whether or not the Nurse attended the funeral or bereavement service.

D. Family Care Leave

The Hospital shall grant up to twelve (12) work weeks per year of unpaid leave, as required by the federal Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"), to regular Nurses who have completed one (1) year of service, and to Per Diem Nurses who have completed one (1) year of service during which they have worked at least one thousand two hundred fifty (1,250) hours, for the birth or adoption or foster care of a child or for the serious health condition of the Nurse or the Nurse's child, spouse, or parent. A serious health condition is as defined by the FMLA and CFRA. In the case of a regular part-time or regular full-time Nurse with at least one-year of service, the Hospital shall continue to provide the Nurse with the group health benefits to which the Nurse would have been entitled had s/he continued to work during the twelve-week period.

FMLA/CFRA leave may be granted in increments as required by law and shall be granted in increments of at least one (1) hour for recurring medical treatments, such as chemotherapy or kidney dialysis. There shall be no change in a Nurse's anniversary date as a result of taking FMLA/CFRA leave.

Where possible, the Nurse shall give the Hospital thirty (30) calendar days advance written notice of the need for FMLA/CFRA leave. A Nurse shall make a reasonable effort to schedule leave so as not to unduly interfere with the Hospital's operations.

The Hospital shall require a medical certification as permitted by law for a leave requested for a serious health condition.

In the event a Nurse has accrued PTO and/or ESL, the Hospital shall require the Nurse to utilize the accumulated PTO/ESL for the Nurse's own illness and up to fifty percent (50%) of the Nurse's PTO/ESL that has been accumulated up to the time family leave commences for the illness of the family member, as a part of

the FMLA/CFRA leave, and the twelve weeks of leave provided hereunder shall be reduced by the hours of PTO/ESL granted to the Nurse.

In the event a Nurse has depleted her or his PTO account during FMLA/CFRA leave, the Nurse shall be granted an additional two (2) weeks of unpaid leave for vacation, if the Nurse so desires. In addition, Nurses eligible for FMLA/CFRA leave under the foregoing provisions shall be entitled to up to two (2) weeks of unpaid leave within one (1) year of service for serious illnesses of a brother or sister, subject to the same conditions as are applicable to FMLA/CFRA leave.

E. Additional Leave

Unpaid leave of one (1) week (5 workdays) per year shall be granted to Nurses with one (1) or more years of continuous service, who request such leave.

F. Discretionary Leave

Leave may be authorized for longer periods or for other reasons at the Hospital's discretion.

SECTION 17. ASSOCIATION LEAVE

A. Extended Association Leave

Association leave may be requested jointly in writing by a Nurse and the Association. Such leave shall be requested at least thirty (30) calendar days prior to the desired leave commencement date, or another mutually agreed upon notification period. One (1) bargaining unit Nurse from each campus shall be granted a leave of absence of up to a maximum of twelve (12) consecutive months. The Hospital shall consider formal requests to extend Association Leave on the same basis as it considers other personal leave requests. To be eligible for this leave, the Nurse must not be on suspension or probation.

During Association leave, the Nurse shall be in unpaid status, i.e., she or he shall not accrue PTO/ESL, or the like, nor shall the Nurse receive any other form of compensation from the Hospital whatsoever during said leave; however, during Association leave, the Nurse may maintain her or his health insurance coverage by paying the cost of health benefits at the COBRA monthly group health premium rate plus a legally permitted two (2) % percent administrative fee.

B. Short Term Association Leave

Nurses may apply for short term association leave and shall receive, at the Nurse's option, vacation pay, paid time off or unpaid personal leave in order to participate in bona fide Association activities. The duration of the requested

time away from work shall not exceed thirty (30) days. The hospital shall grant such leave application unless the leave would negatively affect the hospital's ability appropriately to staff the Nurse's unit.

SECTION 18. JURY DUTY

A regular Nurse who is required to serve on a jury will be paid the difference between any jury pay received and pay for the regular hours the Nurse would have worked but for the jury duty. As a condition of payment by the Hospital, the Nurse must notify the Hospital as soon as reasonably possible after receiving notice to report and must produce a receipt from the Court that he/she has been called or served. If a night shift Nurse on telephone standby calls the court in the evening as instructed and is further instructed to call the next morning for possible jury service that day, s/he will not be required to report to work the intervening night shift.

Nurses will be excused from regularly scheduled hours of work, and jury duty pay will be applicable, as follows:

1. **Day Shift** - A Nurse scheduled for a day shift shall return to work if jury duty on that day is for less than three (3) hours, but if jury duty exceeds that span of time, the Nurse shall be excused for the entire shift.
2. **P.M. Shift** - A Nurse scheduled for a p.m. shift shall be excused for the entire shift if jury duty on that day is for three (3) or more hours. If jury duty is for less than three (3) hours, the Nurse will qualify for jury duty pay by working a shift that day reduced by the time spent on the jury duty.
3. **Night Shift** - A Nurse called for jury duty on the same day in which the Nurse is scheduled to conclude working a night shift shall be excused for the entire shift. If the jury duty on that day is for three (3) hours or more, the Nurse shall also be excused for the entire shift commencing the same night. If the jury duty on that day is for less than three (3) hours, the Nurse shall work for the entire shift commencing that same night.

SECTION 19. PROFESSIONAL PERFORMANCE COMMITTEE

A Professional Performance Committee (PPC) shall be established at the Hospital.

The Hospital 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 Committee of action taken.

The Professional Performance Committee shall be composed of eight (8) bargaining unit members.

The Professional Performance Committee shall schedule one (1) regular meeting per month and may schedule additional meetings in a given month. PPC members shall be entitled to a cumulative maximum of sixty-four (64) hours per month for the entire PPC at the straight-time rate for the purpose of attending such meetings and carrying out the work of the PPCs. The cumulative maximum per month shall be allocated as up to a maximum of 16 hours per month for any one member of the PPC and up a maximum of 8 hours per month for each other member of the PPC, for a combined total of all PPC members of no more than sixty-four (64) hours per month. The PPC will notify Administration within two (2) business days of the PPC meeting which Nurses are to be paid and the number of hours, not to exceed the monthly maximum per member. Except as otherwise required by law, such payments shall not constitute time worked for any purpose under this Agreement. Such meetings shall be scheduled so as not to conflict with the routine. The Professional Performance Committee shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to each Nursing Department head. Once per quarter, the Chief Nurse Executive shall meet with the Professional Performance Committee at one of its regularly scheduled meetings. In the event the Professional Performance Committee directs suggestions or recommendations to the Hospital, the Hospital will direct a written response to the Committee within thirty (30) days.

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 Chief Nurse Executive, who may also attend. Such parties agree to meet with the Committee within a reasonable time convenient to all parties.

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

The objectives of the Professional Performance Committee shall be:

- To consider constructively the professional practice of Nurses and Nurses' Assistants.
- To work constructively for the improvement of patient care and nursing practice.
- To recommend to the Hospital ways and means to improve patient care.

- To make recommendations to the Hospital where, in the opinion of the Professional Performance Committee, a critical Nurse staffing shortage exists.
- To participate in an annual review of the acuity system.

The Professional Performance Committee will exclude from any discussion, contract grievances or any matters involving the interpretation of the contract. The Committee's activities are advisory and are not subject to the grievance procedure. Differences of opinion between the Professional Performance Committee and Administration may be referred to a Review Committee of four (4) for consideration and review. The four (4) on the Review Committee shall be: The Executive Director of the Association or designee, who shall be a Registered Nurse; an elected Registered Nurse member of the Professional Performance Committee; and two (2) representatives of the Hospital, one of whom shall be a member of the Board of Directors who is not an employee of the Hospital.

SECTION 20. SAFETY COMMITTEE

One (1) Staff Nurse and one (1) alternate Staff Nurse will be designated as members of the Hospital Safety Committee. The Nurse participating in a meeting of the Committee will be paid in without loss of straight time pay, including any applicable shift differentials, for attending not more than one (1) meeting a month. The Association will determine the method of selection of the participants.

SECTION 21. SAFE PATIENT HANDLING

- A.** AHS shall maintain a safe patient-handling program.
- A clinical assessment by Nurses of the patient's mobility and patient handling needs;
 - Patient handling equipment;
 - Training in safe patient handling and equipment use;
 - Required adherence to patient handling policies and procedures, which incorporates procedures for emergency safe patient handling; and
 - Training of all staff with patient handling responsibilities in safe patient handling methods.
- B.** AHS will continue to provide mandatory "hands on" training on lift equipment and safe patient handling techniques, consistent with AHS's safe patient handling program.

- C. AHS will continue to provide sufficient safe lifting equipment on each unit to comply with AHS's safe patient handling program.
- D. A designated representative of AHS shall meet with the Professional Performance Committee at least quarterly, upon the request of the PPC, to discuss any concerns with AHS's safe patient handling program and to develop, as appropriate, a mutually agreed-upon plan of improvements or corrections.
- E. At a Nurse's request, AHS shall provide an ergonomic evaluation of the work environment, including the Nurse's workspace and equipment. Prior to any physical changes in the work environment, an ergonomic evaluation shall be done. Results of the ergonomic evaluation shall be reviewed and implemented in accordance with existing safety policies and AHS's safe patient handling program.

SECTION 22. HEALTH AND SAFETY

A. Infectious Disease and Hazardous Substance Protection

The Hospital is committed to providing a safe and healthy work environment for its employees, including Registered Nurses, and further agrees to comply with all applicable local, state and federal health and safety laws and regulations regarding infectious disease and hazardous substance exposure, including providing the necessary personal protective equipment, training and education. In the event that safety laws and regulations differ from the language of this article, the high standard shall be in effect.

1. The Hospital will endeavor to protect nurses from infectious disease and hazardous substance exposure in the following ways:
 - a. The Hospital shall provide protocols and personal protective equipment (PPE) based on the known transmission type and nature of the disease or substance and the threat it poses.
 - b. The Hospital shall engage in the Interactive Process with any nurse who reports an allergy or sensitivity associated with Hospital-provided PPE to determine if there is a reasonable alternative.
 - c. The Hospital shall provide training and education, at least annually, for all nurses who may be exposed to patients' blood or bodily fluids, or other potentially infectious or hazardous substances.
 - d. There will be additional training and education as needed based

on emerging infectious diseases and other hazardous substances.

- e. Consider suggestions from the PPC as to what modifications should be made in improving protections from infectious disease and hazardous substance exposure.

B. Workplace Hazards

It is the intention of the Hospital to act affirmatively and swiftly to eliminate hazards in the workplace. Nurses shall first bring concerns about workplace hazards to the attention of their immediate supervisors. If the hazard remains, nurses shall take unresolved complaints about unsafe conditions or the hazardous nature of a particular piece of equipment, product, task or tool, etc., to the Director of Environmental Health and Safety. After that, if the matter is not resolved, nurses may then take their complaints to the PPC. The PPC shall compile a report about hazardous supplies or conditions containing its recommendations to the Hospital. The Hospital shall respond to the PPC's recommendations in writing, including its plan of action to respond to the hazards.

C. Safe Lifts

Protocols for moving and lifting heavy patients or equipment shall be available on the units.

D. Ergonomic Evaluations

The Hospital shall provide an ergonomic review of a nurse's workstation upon request. Such review shall be performed in accordance with departmental policies and procedures.

E. Safe Work Environment

The Hospital and the Association agree that the workplace should be free from violent and/or aggressive behaviors. The Hospital is committed to providing a safe and healthy work environment for its employees, including Registered Nurses, and further agrees to comply with all applicable local, state and federal health and safety laws and regulations. In the event that safety laws and regulations differ from the language of this article, the higher standard shall be in effect.

1. Workplace violence is defined in state law and Hospital policy.

- F.** The Hospital will endeavor to protect nurses from workplace violence in the following ways:
- a. Make available to all nurses copies of the Illness & Injury Prevention Plan (IIPP) and other related Workplace Violence Prevention policies.
 - b. Provide training to all employees regarding the Workplace Violence Plan and Policy.
 - c. Consider suggestions from the PPC as to what modifications should be made in improving the Workplace Violence Plan and Policy, local Workplace Violence prevention procedures, and/or training content.
3. In the event a nurse is injured during an incident of workplace violence, the Hospital will immediately provide medical care/first aid to the injured nurse(s), if needed, and will take necessary safety precautions in accordance with state law and Hospital policy.

SECTION 23. STAFFING

- A.** The Hospital and the Association recognize that Registered Nurses have a right and responsibility to make recommendations related to decisions affecting the delivery of care. Staffing patterns will be designed and implemented to meet the nursing care needs of patients. The parties recognize that the Hospital has a patient classification system in accordance with the requirements of the Joint Commission and Title XXII.
- B.** The Hospital will have the ultimate decision in adopting or modifying a system of staffing by acuity in conformance with the accreditation and licensure requirements of the Joint Commission and Title 22 of the California Code of Regulations in effect. The Association and the PPC will be notified of contemplated changes to the plan.
- C.** The staffing requirements generated by the acuity system will be reviewed every shift, prior to making staffing decision. Consideration will be given to such variables as admissions, transfers, discharges, patient education, and the psychosocial need of the patient's family and/or other support system.
- D.** Patient care assignments and nursing care hours based on the acuity system shall not reflect a pattern substantially exceeding the Nurse's assigned hours.

- E.** Patient assignments to Registered Nurses shall be in compliance with applicable law and the existing acuity care system.
- F.** The reliability of the patient classification system for validating staffing requirements shall be reviewed within 45 (forty-five) days of ratifications of this Agreement, then at least annually thereafter in each contract year by a committee appointed by the nursing administrator to determine whether or not the system accurately measures patient care needs.
 - 1. At least half of the members of the review committee shall be registered nurses who provide direct patient care.
 - 2. The PPC shall provide the names of the nurses who will make up the portion of the RNs who provide direct patient care. The PPC may select: up to two (2) nurses from ICU who shall not be from the same shift; up to two (2) nurses from Med Surg/Tele who shall not be from the same shift; up to two (2) nurses from ER who shall not be from the same shift; one (1) nurse from PACU; and one (1) nurse from OR. The Hospital reserves the right to hold committee meetings individually with the above units.
 - 3. Nurses participating in the Committee under this Section shall be in without-loss-of-straight-time pay.
- G.** Resolving Staffing Disputes: Differences of opinion on staffing issues, including concerns that Nurses are not being provided breaks or meal periods in accordance with applicable law, may be brought to the Professional Performance Committee.
- H.** Staffing Manual: A staffing manual will be maintained as a separate binder on each nursing unit. The manual will contain comprehensive information which summarizes and explains the patient classification system and will be available at all times for review by Staff Nurses. The Nurse Manager or House Supervisor shall be available for consultation and the Hospital will offer periodic in-services and updates on the patient classification system as needed.

SECTION 24. HEALTH PROGRAM: MEDICAL, SURGICAL, DENTAL, VISION AND PRESCRIPTION DRUG BENEFITS

Through the term of this contract, the following Health Program benefits shall be in place:

- A. Medical Coverage:
 - 1. AHS Freedom of Choice Medical Plan and AHS High Deductible PPO Plan. These plans will be offered at no premium cost to the employee for the term of this contract.
 - 2. Eligible employees may select among the Kaiser HMO health plans which are subject to cost sharing as described in the open enrollment documents provided to employees. Eligible employees may select a Kaiser HMO health plans beginning the 2021 open enrollment period.
- B. Dental Coverage: Dental PPO. This plan will be offered at no premium cost to the employee for the term of this contract.
- C. Vision Coverage: VSP Plan; Premium costs for this plan are outlined in the yearly Benefits Enrollment Guide.

SECTION 25. NATIONAL HEALTH CARE

In the event a national health care plan is instituted, the parties agree to meet and confer on its effect on the Hospital's medical insurance plan and on the benefits provided by the medical insurance plan to the Nurses.

SECTION 26. LONG TERM DISABILITY

Regular Nurses eligible for all fringe benefits shall be covered under a hospital-paid long-term disability plan, providing benefits for absences for non-work-related disabilities.

SECTION 27. LIFE INSURANCE

The Hospital will provide each regular employee working a predetermined work schedule of not less than twenty (20) hours a week with life insurance coverage according to the following schedule: \$25,000 for the term of the Agreement.

The Hospital will pay the premium for such coverage. This coverage will be effective following completion of ninety (90) calendar days of continuous employment as a benefited employee.

SECTION 28. INSURANCE REVIEW

The Association and the Hospital will meet at the request of either party during the term of this Agreement to review the subject of HMO's, PPO's, and corresponding utilization. It is understood that these meetings are not deemed negotiations, but rather informational sessions only; therefore, there shall be no modifications to current benefit offerings as a result of such discussions or meetings.

Alameda Health System holds such Insurance Review meetings on a monthly basis in what is titled the Health Benefits Cost Containment Committee (HBCCC). If the HBCCC meetings are discontinued or modified, AHS shall provide a minimum of thirty (30) days' notice to the Association.

SECTION 29. RETIREE HEALTH PLAN

After completing a vesting period of five years of continuous service, three (3) of which are with Alameda Health System, AHS will provide a contribution toward the purchase of health insurance for employees who retire prior to age 65 through Covered California (the health insurance exchange) up to a maximum of \$450.00 per month until age 65 when the former employee reaches Medicare eligibility.

Pursuant to AHS policy, upon completion of the initial COBRA period, a Nurse may elect additional coverage at his or her own costs if he or she is age 55 or older, with at least 5 years of service, when COBRA coverage was initially elected. Continuation of coverage may continue until age 65, except that coverage will terminate under ordinary COBRA rules, such as entitlement for Medicare or failure to pay required premiums. Election for continued coverage must be made prior to the end of the initial COBRA period.

Retiree Medical – Medicare Part B.

Each AHS San Leandro Nurse who retires on or after the effective date of this Agreement, and who, on the date of his/her retirement is age 65 or older and has ten (10) or more years of continuous service at San Leandro Hospital, three (3) of which

shall be with AHS, will be eligible to receive a monthly benefit of a maximum total as follows towards all the costs of Medicare Part B and a Medicare Supplement Plan or other similar health or prescription plans.

20 or more years of service \$200.00

10 up to 20 years of service \$150.00

SECTION 30. RETIREMENT

Steelworkers Pension Trust

A. Benefit Plan

The parties to this Agreement desire that the benefits granted by the Trustees of the STEELWORKERS PENSION TRUST, hereinafter "TRUST", be provided to those Covered Employees employed within the Union's Bargaining Unit, as defined herein.

B. Contribution Rate

The month for which the contribution is due is referred to as the "Benefit Month" and the month immediately preceding the Benefit Month as the "Wage Month".

The Employer shall contribute to the TRUST, each and every Benefit Month, a sum of money equal to ten percent (10%) of the total gross earnings accrued during the entire Wage Month by all Covered Employees.

C. Covered Employees

Covered Employees are all regular full-time and regular part-time employees employed within the Union's Bargaining Unit who were actively employed by the Employer for any length of time during the entire Wage Month. SANs and Short Hour employees, as defined in the Collective Bargaining Agreement between the parties, are not covered. The Employer is required to make a contribution on a Covered Employee whose employment is terminated during the entire Wage Month.

D. Payment of Contributions

Contributions are due from the Employer on the tenth (10th) day of the Benefit Month and each and every month thereafter so long as this Agreement is in force.

E. Coverage - Newly Hired Employees

Newly hired employees, whether or not previously covered by the Trust, are not considered Covered Employees until the first day of the first calendar month immediately following the expiration of one (1) calendar year from the commencement of employment. Such calendar month is the new employee's first Benefit Month. The immediately preceding calendar month is the employee's first Wage Month. Contributions on behalf of such employees will commence with the first biweekly payday falling in the thirteenth (13th) month of employment.

Note: A nurse who transitions from regular status as a "covered employee" (regular full-time or regular part-time) to SANs is no longer "covered" under this subsection E. However, if that same nurse transitions back to regular status, without a break in service of any length in time, the nurse is not considered a "newly hired employee" for purposes of the one (1) calendar year waiting period discussed immediately above. In such situations, coverage will begin on the first day of the first calendar month immediately following transition from SAN back to regular status.

F. Benefit Accrual Rate

The Benefit Accrual rate that applies to these Employees is that the monthly pension benefit of an Employee at age 65 years shall be an amount equal to eighteen and one-quarter percent (18.25%) of total contributions paid to the Trust on the service of such Employee divided by twelve (12) in accordance with the provisions of the Declaration of Trust of the Steelworkers Pension Trust.

It is understood by all concerned that the foregoing Benefit Accrual Rates may be modified by the Trustees at any time upon proper notice as required by law.

G. Deferred Compensation Plans

Alameda Health System (AHS) offers two voluntary deferred compensation plans – the AHS 403(b) Plan and/or the AHS 457(b) Plan (the “Plans”). The Plans provide for voluntary tax deferred employee contributions to a retirement savings account, through payroll deductions. Participants may contribute up to 100% of their eligible annual pay before taxes, up to the annual IRS limits.

All regular full and part-time employees are eligible to participate in the AHS 457(b) Plan. All regular full and part-time employees, as well as all services-as-needed (“SAN”) and per-diem employees are eligible to participate in the AHS 403(b) Plan. Employees may participate in one or both plans, based on their individual eligibility.

SECTION 31. GRIEVANCE AND ARBITRATION

A. General Conditions

1. A grievance is a written complaint by an individual employee, a group of employees, or the Association that San Leandro Hospital has violated a specific provision of this Agreement. San Leandro Hospital shall not have the right to use the grievance procedure.
2. The Association may in its own name file a grievance alleging that San Leandro Hospital has failed to provide it some organizational right which is established by this Memorandum of Understanding, provided that such right is not made subject to the discretion of San Leandro Hospital. Such Union grievances shall be filed directly at Step 2 of the Grievance Procedure.
3. No employee shall be subject to reprisal for using or participating in the grievance or arbitration procedure of this Agreement.

B. Informal Review

Before commencing the formal grievance procedure, an individual nurse or a group of nurses may first attempt to resolve informally (email, meeting, etc.) the matter with the Nurse Supervisor or, if necessary, with the Director of Nursing. However, the informal review period shall not cause the filing timelines outlined in this article to be delayed.

C. Step I Grievance Filing

1. No grievance shall be processed under this Section unless it has been first presented in this step within thirty (30) calendar days of the date when the Nurse or the Association had knowledge (or in the normal course of events should have had knowledge) of the event constituting the grievance.

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

A grievance involving clerical errors may be presented within one (1) year from the date of such error.

2. The initial filing of a grievance shall be accomplished as follows:
 - a. Delivery by U.S. Mail to the Labor Relations Office: the date of the US Postal Service postmark shall be considered the date filed;
 - b. Personal Presentation to the Labor Relations Office with mutual acknowledgement from the person delivering the document(s) and the person accepting delivery of document(s) by signing and dating the document(s) and each of them retaining one of the signed and dated documents; or
 - c. Email to Grievance@AlamedaHealthSystem.org
 - i. Email submission must include attachments of all documents, information and signatures necessary to be in compliance with this Section.
 - ii. The “date of filing” for emailed grievances shall be the date received on the Hospital server, provided that the appeal is received during business hours. If a grievance filing or subsequent appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the grievance or its appeal.

3. Written Grievance Submission

All grievances must be filed in writing if the grievance is for more than one (1) employee, all individuals adversely affected will be identified on the written grievance to the extent it is known who the affected employees are at the time of filing.

a. The written grievance must be signed and dated by the employee(s) or the employee's representative upon submission to the Hospital. Union grievances must be signed by the Association President or designee. The Association will identify designee(s) in writing to the Hospital.

b. Only one subject matter shall be covered in any one grievance. A formal grievance must:

- i. identify the specific Section(s) and Subsection(s) of this Agreement alleged to have been violated;
- ii. describe the action(s) that allegedly violated the identified Section(s) and Subsection(s);
- iii. identify the date(s) of the action(s);
- iv. list the affected individual(s) known at the time of filing; and
- v. describe the remedy requested.

4. No remedy shall exceed restoring to the grievant the pay, benefits or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers' compensation or any other employment.

5. The Hospital shall acknowledge the grievance filing as soon as practicable and assign the grievance a unique case number that is to be referenced in all subsequent appeals and responses from the Hospital.

6. San Leandro Hospital Step 1 Review

a. **STEP I MEETING:** Within 10 (ten) business days of the Step I filing, the Hospital, the grievant, and the grievant's representative, if any, shall meet for a Step 1 meeting. This 10 (ten) day time frame may be extended by mutual agreement. If the meeting is not held, the grievance may be appealed directly to Step II within 10 (ten)

days following the deadline for the meeting.

- b. STEP I RESPONSE: No later than 10 (ten) business days following the date of the Step I Meeting, the Hospital's written response will be issued to the grievant and the representative, if any. If a Step I response is not issued, the grievance may be appealed directly to Step II within 10 (ten) days following the deadline of the Step I response.
- c. If, following the Hospital's Step I response, the grievance is not resolved, the grievance may be appealed directly to Step II within ten (10) days following the issue date of the Step I response.

D. Appeals to Step II

- 1. If the grievance is not resolved at Step I, the grievant or the Union may proceed to Step 2 by filing a written appeal with the Labor Relations Department in accordance with the timelines in §C.6.a-c., above.
 - a. The Step 2 filing of a grievance shall be accomplished as follows:
 - i. Delivery by U.S. Mail to the Labor Relations Office: the date of the US Postal Service postmark shall be considered the date filed;
 - ii. Personal Presentation to the Labor Relations Office with mutual acknowledgement from the person delivering the document(s) and the person accepting delivery of document(s) by signing and dating the document(s) and each of them retaining one of the signed and dated documents; or
 - iii. Email to Grievance@AlamedaHealthSystem.org
 - a) Email submission must include attachments of all documents, information and signatures necessary to be in compliance with this Section.
 - b) The "date of filing" for emailed grievances shall be the date received on the Hospital server, provided that the appeal is received during business hours. If a grievance filing or subsequent appeal is received outside of normal business hours, the first following

business day will be deemed the filing date of the grievance or its appeal.

- b. The Step 2 appeal shall identify all unresolved issues, alleged violations and remedies and shall be signed by the grievant or their representative. The subject of the grievance at Step 1 shall constitute the sole and entire subject matter of the appeal to Step 2.

- c. San Leandro Hospital Step II Review

The Hospital's written response will be issued to the grievant and the representative, if any, within ten (10) calendar days after the Step II filing. If the response is not issued within this time limit, or if the grievance is not resolved at Step II, the Association may appeal the grievance to arbitration.

E. Mediation

As an alternative to arbitration or in an effort to avoid the costs and risks associated with the arbitration process, the parties may mutually agree at any point after the Step II process but before an actual arbitration to utilize the services of a mediator. Where the parties mutually agree to utilize the services of an arbitrator, the following shall apply:

1. For purposes of timelines to appeal a grievance to arbitration, the grievance shall be held in abeyance until the mediation process is concluded.
2. Neither the Hospital nor the Association will be bound by the mediator's recommendation.
3. The costs of mediation, if any, shall be shared equally by the parties.
4. In the event the parties are unable to resolve the grievance through the mediation process, the Association may appeal the grievance to arbitration within 10 (ten) days following the mediator's final decision.

F. Appeals to Arbitration

An appeal to arbitration may be made only by the Union and only after the timely exhaustion of the grievance process. The appeal to arbitration must be signed by the President or his/her designee and filed with the Labor Relations department.

1. An appeal to arbitration must be filed within seven (7) calendar days of the issuance of the Hospital's Step 2 decision, or when the Step 2 decision would have been due to the Association.
2. The Appeal to Arbitration shall be accomplished as follows:
 - a. Delivery by U.S. Mail to the Labor Relations Office: the date of the US Postal Service postmark shall be considered the date filed;
 - b. Personal Presentation to the Labor Relations Office with mutual acknowledgement from the person delivering the document(s) and the person accepting delivery of document(s) by signing and dating the document(s) and each of them retaining one of the signed and dated documents; or
 - c. Email to Grievance@AlamedaHealthSystem.org.
 - i. Email submission must include attachments of all documents, information and signatures necessary to be in compliance with this Section.
 - ii. The "date of filing" for emailed grievances shall be the date received on the Hospital server, provided that the appeal is received during business hours. If a grievance filing or subsequent appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the grievance or its appeal.
3. Scheduling of the Hearing Date

Within ten (10) calendar days from the date the grievance was originally appealed to arbitration, the parties shall select an arbitrator and schedule an arbitration date. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing date rests with the arbitrator.
4. Selection of Arbitrator

The Arbitrator shall be selected by mutual agreement between the Hospital and the Association. If the Hospital and the Associations are unable to agree on the selection of an arbitrator, they shall jointly request a list of arbitrators provided by the State Mediation and Conciliation Services. The Hospital and the Union shall alternately strike names from the list until only one name remains. The name of the person that remains

on the list shall serve as arbitrator. The party that strikes the first name shall be determined by a coin toss.

5. 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.

6. Scope of Arbitrator's Power

- a. The arbitrator's authority shall be limited to determining whether the Hospital has violated provision(s) of this Agreement. The impartial arbitrator shall have no jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Memorandum of Understanding and shall not make any award which would, in effect, grant the Association or the employee(s) any terms which were not obtained in the negotiation process.
- b. The arbitrator shall have the authority to subpoena documents and to require the attendance of witnesses upon the reasonable request of either party but not upon his/her own motion.
- c. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of witnesses it subpoenaed.

7. Final and Binding Decision

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

8. Expenses of Arbitrator

The cost of the arbitrator and expenses of the hearing will be shared equally by the Hospital and the Association. If either party requests that a stenographic record of the hearing be made and/or transcripts of the stenographic record or a taped record be provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the arbitrator.

9. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

G. Employee Representation

A grievant shall have the right to be represented at all steps of the grievance and arbitration procedure by an Association representative.

H. Time Limits

1. Deadlines that fall on a day that is not a regular business day will automatically be extended to the next business day.
2. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance shall be ineligible for further appeal.

SECTION 32. DISCIPLINE AND DISMISSAL

A. General Provisions

1. The Hospital shall have the authority to discipline or dismiss a non-probationary regular nurse for just cause. Such nurses shall be entitled to due process as set forth in this article. For purposes of illustration but not limitation, such actions may be taken for misconduct or failure to perform satisfactorily.
2. A non-probationary regular nurse who alleges that discipline and/or dismissal is not based on just cause may appeal such action pursuant to the provisions of Section 31- Grievance and Arbitration Procedure.
3. The nurse may have union representation throughout the disciplinary process.

B. Type of Discipline

1. The Hospital agrees to the principles of progressive discipline, where appropriate. The Hospital may discipline a nurse by written warning ("Reminder(s)"), or dismissal. The type of discipline imposed is determined by a variety of factors, including but not limited to: the severity of the offense, impact or potential impact on patients, impact on staff and/or operations, date of last discipline, and other mitigating or aggravating factors.

When a nurse is given a "Reminder," s/he shall also be informed in writing of what measures are necessary to align with expectations to meet performance standards.

2. **Coaching.** Coaching is not considered discipline and is therefore not subject to Section 31 - Grievance and Arbitration, although it may be used to demonstrate that a nurse had knowledge of his/her actions which could subsequently lead to discipline. Coaching is part of the supervisor's ordinary day-in and day-out responsibilities for managing people. Coaching sessions are aimed at recognizing best practice performance and behaviors that align with expected standards as well as coaching to expectations that drive performance. These conversations may be documented but will not be placed in the employee's personnel file.
3. Examples where progressive discipline is not appropriate include, but are not limited to: performance or conduct that an employee knew or reasonably should have known, was unsatisfactory, dishonesty, theft or

misappropriation of Hospital property, physical altercations on the job, insubordination, making verbal or physical threats, acts or conduct which could endanger themselves or others, or other serious misconduct of a nature which requires removing the nurse from the premises.

C. Investigatory Leave

1. The Hospital may place a nurse on paid investigatory leave without prior notice in order to review or investigate allegations of misconduct, which warrants relieving the nurse immediately from all work duties and removing the nurse from the premises.
2. The investigatory leave must be confirmed in writing to the nurse and the Association normally not later than three (3) working days after the leave is effective. The confirmation must include the reason(s) for and the expected duration of the leave.
3. On conclusion of the investigation, the nurse and the Association shall be informed in writing of the disciplinary action, if any, to be taken.

D. Weingarten Rights

1. **Rights Described:** The Hospital shall permit nurses 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.
2. **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.

E. Notice of Intent to Dismiss

1. Written notice of intent to dismiss shall be given to the nurse, either by delivery of the notice to the nurse in person or by placing the notice of intent in the US mail, first class postage paid, in an envelope addressed to the nurse at the nurse's last known home address. It shall be the responsibility of the nurse to inform the Hospital in writing of any change in their address. The notice of intent shall be accompanied by a Proof of Service indicating the date on which the notice of intent was personally delivered or mailed, and this shall constitute the "date of issuance" of the notice of intent.

2. The notice of intent to terminate shall include:
 - a. A statement of the nature of the disciplinary action;
 - b. The reasons for the disciplinary action;
 - c. The effective date of the disciplinary action;
 - d. A copy of the material(s) upon which the disciplinary action is based; and
 - e. A statement of the nurse's right to respond either orally at a meeting requested by the nurse, or in writing within 10 (ten) business days from the date of issuance in accordance with Section F below and to whom to respond.
3. A copy of the notice of intent shall be sent to the Association.

F. Nurse Response

The nurse shall be entitled to respond, orally or in writing, to the notice of intent described in Section E above. The response must be received within ten (10) business days from the date of issuance of the notice of intent in accordance with the instructions given by the Hospital in the written notice of intent sent to the nurse.

G. Management Action

1. After review of the nurse's timely response, if any, the Hospital shall notify the nurse of the action to be taken and the effective date of the action.
2. The effective date of the action shall follow the nurse's timely response if received by the ten (10) days response deadline. If no response is received by the 10th (tenth) business day following issuance of the notice of intent, the action may be implemented on the 11th (eleventh) business day following the issuance of the notice of intent.

H. Personnel Files

1. Review of Personnel (H.R.) Files. A nurse, alone or accompanied by a Union Representative, shall have the right to review his/her personnel (H.R.) file or authorize his/her Association Representative in writing to conduct such a review. Such inspections shall be arranged in advance with Human Resources. Nurses may make an appointment with Human

Resources to inspect their personnel files.

2. Placement and Removal of Disciplinary Material in Personnel (H.R.) File. No disciplinary material shall be inserted in a nurse's personnel (H.R.) file without his/her prior notice. Discipline will not be relied on for future employment action provided that no discipline of a similar nature has taken place for one (1) year. This does not apply to disciplines for patient abuse, sexual misconduct, gross negligence, or other serious misconduct.

SECTION 33. NURSE REPRESENTATIVES

A. Designated Employee Representatives

1. The Hospital shall recognize CNA designated employee representatives who have been identified in accordance with the terms of this Section.
2. For purposes of receiving paid release time as provided in this Section, up to a maximum of six (6) nurses may be designated as a Nurse Representative. These nurses shall not be from the same unit and shift as one another.
3. The Hospital shall be notified in writing of such appointments. Nurse Representatives shall be a regular employee of the Hospital 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 Hospital designated to handle grievances. The Hospital's designated representatives are only required to meet with one (1) Nurse Representative on any grievance.
4. The activities of the Nurse Representative under this article shall not interfere with the Nurse Representative's work or the work of any other employee.
5. The total paid release time for any CNA designated employee representative shall be limited to ten (10) hours in any one (1) calendar month. Use of this time counts towards attendance at Grievance meetings, Weingarten meetings, orientation sessions (including reasonable travel time), and CNA-sponsored Nurse Representative training sessions. Such training sessions shall be limited to no more than one (1) hour per month per Nurse Representative.

6. A request for release time will be made to the CNA designated employee representative's supervisor. Such approval shall be granted solely based on operational needs and shall not be unreasonably denied.

B. Release Time for Bargaining

1. CNA may designate as a bargaining team member not more than one employee from each unit, up to a maximum of five (5) team member from the Hospital.
2. The Nurses so designated shall be compensated for their scheduled shifts missed as a result of attending negotiation sessions and mutually agreed caucus time on those days. Compensation shall be paid as time paid (and not as time worked) for up to eight (8) hours a day at the Nurse's regular wage rate, including any applicable shift differential for each such hour. A Nurse Representative working the night shift beginning on the day before, and continuing during the same day, he or she is scheduled to participate in a formal meeting with Hospital representatives shall be excused from, and compensated for, that scheduled shift, but will not be excused from, or compensated for, any scheduled shift beginning at any time following such meeting.
3. The Association shall notify the Labor Relations Office, at least thirty (30) calendar days in advance of the first negotiating session of the names of the Nurse negotiators. In the event of any changes in the core of Nurse negotiators after the first session or subsequent sessions, the Association shall notify the Labor Relations Office in writing of the change at least 14 (fourteen) days prior to the session in which the change in the Association's negotiating committee will be effective.

SECTION 34. ACCESS

A. General Provisions

1. The parties acknowledge that it is in the union's interest that it be granted access to Hospital facilities for union business for the purpose of ascertaining whether the terms of this Agreement are being met; engaging in investigation; preparation and adjustment of grievances; conducting union meetings; explaining to bargaining unit members their rights and responsibilities under this Agreement; and informing Nurses of union activities, including collective bargaining.
2. Designated Association representatives who are not Hospital employees may visit the Hospital and shall notify a designated Hospital

representative when visiting.

3. The Association will furnish the Hospital with a written list of all CNA representatives, employee representatives and Officers who are authorized by the Union to conduct union business.
4. The Hospital has the right to enforce reasonable access rules and regulations.

B. Patient Care Areas

Association Representatives shall have access to patient care areas only as necessary for travel to and from union business. Association representatives shall not contact nurses in or use patient care areas when conducting union business. When the designated hospital official and the Union representative mutually agree that a visit to a patient care area is necessary to adjust grievances, and contract related issues, access to patient care areas will be granted. Patient care areas include:

1. Chart rooms and rooms that function as or are in the nature of chart rooms;
2. Nursing stations;
3. Patient and/or visitor lounges including patient conference rooms and sitting rooms;
4. Patient floor area corridors; and
5. Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas.

C. Meeting Rooms

The Association shall have access to the Hospital's meeting rooms to conduct union business. The Association shall reserve a conference room with the designated Hospital representative by providing the date(s) and time(s) for the meeting space. The Hospital representative shall confirm the meeting space no later than seven (7) calendar days from the date of the original request.

SECTION 35. BULLETIN BOARDS AND DROP BOX

A. Bulletin Board

The Hospital will provide a conveniently located bulletin board for the exclusive use by the Association. The Association shall be responsible for posting Association materials, a copy of which shall be furnished to the Hospital at the time of posting.

B. Drop Box

The Hospital shall allow a drop box to be located in the immediate vicinity of the bulletin board referenced in §A above, which shall be subject to the Hospital's standard facility policies and protocols.

SECTION 36. PARKING

The Hospital shall give notice to the Association of any decision to charge for parking and shall meet and confer at the Association's request.

SECTION 37. TECHNOLOGY

The parties agree to the following principles regarding introduction of new technology at San Leandro Hospital that affects the delivery of nursing care:

- A.** Technology must be consistent with the provision of safe, therapeutic, effective care, which promotes patient safety. Deployment of technology shall not limit the RN from following the nursing process, including the clinical judgment in assessment, evaluation, planning, and implementation of care, nor from acting as a patient advocate. The parties acknowledge that the new technology may affect nursing duties but shall not be used to replace the RN's delivery of care to patients.
- B.** The manner in which technology is used shall guarantee patient confidentiality.
- C.** Technology is intended to enhance, not degrade nursing skills.
- 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, co-morbidities, as appropriate.

- E.** The Hospital will provide opportunities for Staff Nurses in the affected unit(s) and one PPC member to participate, in the selection, design, build, and validation processes whenever new technology affecting the delivery of nursing care is being considered. To allow for this meaningful dialogue and exchange, the Hospital shall provide a minimum of thirty (30) days' calendar notice to the Association and impacted nurses before implementing such new technology. Such Staff Nurses will represent the unit(s) affected. The PPC shall take into consideration the affected unit(s) when assigning PPC members for participation on this committee. The Hospital shall submit a list of obligations and expectations of the committee prior to the PPC's selection of its committee member.
- F.** When the Hospital updates or changes their charting system, the Hospital will offer education and hands on training to all nurses impacted by the change prior to implementation of the change(s).
- G.** The Hospital shall survey Staff Nurses on the affected unit(s) within three (3) months after the introduction of new technology. Concerns identified shall be addressed by that project's technology committee in writing to the Nurses in the affected unit(s), with a copy to the PPC.
- H.** Consistent with the Hospital's policies, Nurses serving on committees to which they have been appointed shall be paid at straight time for hours spent in such committee meetings. PPC funds shall not be used for this purpose.

SECTION 38. NO STRIKE / LOCKOUT

There shall be no strike, slowdown, or other stoppage of work by Registered Nurses represented by the Association and no lockout by the Hospital during the life of this Agreement.

SECTION 39. SUCCESSORS

In the event the Hospital engages in a sale, consolidation, merger, or other transfer of its facilities, the Hospital will meet and confer at the request of the Association on impact and effects on Nurses employed under this Agreement. The Association shall be notified reasonably in advance (at least ninety (90) days) of any such sale or transfer. This Agreement shall be binding on the Hospital and its successor(s).

SECTION 40. SAVINGS / SEVERABILITY:

In the event that a court of competent jurisdiction rules that any provision of the Agreement is illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in effect, and upon the request of either party, the parties shall meet and confer regarding the consequences, if any, of the court's ruling.

SECTION 41. TERM OF AGREEMENT

The terms and conditions of this Agreement shall remain in full force and effect commencing on January 1, 2019 and shall terminate on December 31, 2023. This Agreement 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.

The modifications in this agreement shall be effective no later than sixty (60) days from the Union ratification of March 13, 2021; unless otherwise specified.

IN WITNESS WHEREOF, the undersigned parties, duly authorized to do so, have executed this Agreement.

CALIFORNIA NURSES
ASSOCIATION

Bonnie Castillo

Bonnie Castillo Date
Executive Director

[Signature]

Puneet Maharaj Date
Director, Public Sector Division
Chief Negotiator

Michelle Reyna

Michelle Reyna Date
Assistant Director, Public Sector

[Signature] 9/10/2021

Mawata Kamara Date

Lisa LaFave 09/10/2021

Lisa LaFave Date

ALAMEDA HEALTH SYSTEM

G. Mrithaa 10/8/2021

Gatugi Mrithaa(Tugi) Date
Labor Relations Consultant

Jacqueline Moran RW 9/10/21
Jacqueline Moran Date

APPENDIX A - WAGE TABLE

Job Code	AHS Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
53429	SLH RN II Break Relief - GF	\$ 60.0948	\$ 61.6955	\$ 63.4712	\$ 66.2049	\$ 69.0437	\$ 71.0649	\$ 71.9176	\$ 73.2026	\$ 74.6631	\$ 76.8943
53480	SLH Charge Nurse	\$ 65.5033	\$ 67.2481	\$ 69.1836	\$ 72.1633	\$ 75.2576	\$ 77.4607	\$ 78.3902	\$ 79.7908	\$ 81.3828	\$ 83.8148
53480	SLH Charge Nurse (SAN)	\$ 81.8791	\$ 84.0601	\$ 86.4795	\$ 90.2041	\$ 94.0720	\$ 96.8259	\$ 97.9878	\$ 99.7385	\$ 101.7285	\$ 104.7685
53481	SLH Charge Nurse Grandfathered	\$ 65.5033	\$ 67.2481	\$ 69.1836	\$ 72.1633	\$ 75.2576	\$ 77.4607	\$ 78.3902	\$ 79.7908	\$ 81.3828	\$ 83.8148
53482	SLH Charge Nurse - 12 Hour	\$ 72.7814	\$ 74.7200	\$ 76.8706	\$ 80.1814	\$ 83.6195	\$ 86.0674	\$ 87.1001	\$ 88.6564	\$ 90.4252	\$ 93.1275
53482	SLH Charge Nurse - 12 Hour (SAN)	\$ 90.9768	\$ 93.4000	\$ 96.0883	\$ 100.2268	\$ 104.5244	\$ 107.5843	\$ 108.8751	\$ 110.8205	\$ 113.0315	\$ 116.4094
53485	SLH RN II	\$ 60.0948	\$ 61.6955	\$ 63.4712	\$ 66.2049	\$ 69.0437	\$ 71.0649	\$ 71.9176	\$ 73.2026	\$ 74.6631	\$ 76.8943
53485	SLH RN II (SAN)	\$ 75.1185	\$ 77.1193	\$ 79.3390	\$ 82.7561	\$ 86.3046	\$ 88.8311	\$ 89.8970	\$ 91.5033	\$ 93.3288	\$ 96.1179
53486	SLH RN II 12 Hour	\$ 66.7720	\$ 68.5504	\$ 70.5235	\$ 73.5609	\$ 76.7151	\$ 78.9609	\$ 79.9084	\$ 81.3362	\$ 82.9589	\$ 85.4381
53486	SLH RN II 12 Hour (SAN)	\$ 83.4650	\$ 85.6880	\$ 88.1543	\$ 91.9512	\$ 95.8939	\$ 98.7011	\$ 99.8854	\$ 101.6702	\$ 103.6986	\$ 106.7976
53487	SLH RN II Break Relief	\$ 60.0948	\$ 61.6955	\$ 63.4712	\$ 66.2049	\$ 69.0437	\$ 71.0649	\$ 71.9176	\$ 73.2026	\$ 74.6631	\$ 76.8943
53487	SLH RN II Break Relief (SAN)	\$ 75.1185	\$ 77.1193	\$ 79.3390	\$ 82.7561	\$ 86.3046	\$ 88.8311	\$ 89.8970	\$ 91.5033	\$ 93.3288	\$ 96.1179
53488	SLH RN II Grandfathered	\$ 60.0948	\$ 61.6955	\$ 63.4712	\$ 66.2049	\$ 69.0437	\$ 71.0649	\$ 71.9176	\$ 73.2026	\$ 74.6631	\$ 76.8943
53489	SLH RN II Short Hour	\$ 75.1185	\$ 77.1193	\$ 79.3390	\$ 82.7561	\$ 86.3046	\$ 88.8311	\$ 89.8970	\$ 91.5033	\$ 93.3288	\$ 96.1179
53490	SLH RN II Weekend	\$ 75.1185	\$ 77.1193	\$ 79.3390	\$ 82.7561	\$ 86.3046	\$ 88.8311	\$ 89.8970	\$ 91.5033	\$ 93.3288	\$ 96.1179
53424	SLH RN I	\$ 57.9686									
53424	SLH RN I (SAN)	\$ 72.4608									
53428	SLH RN I Weekend	\$ 72.4608									
53426	SLH RN I 12 Hour	\$ 64.4095									
53426	SLH RN I 12 Hour (SAN)	\$ 80.5119									
53427	SLH RN I Short Hour	\$ 72.4608									

Job Code	Job Title - Eff 12/30/2018 2.5% Across the Board	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
53429	SLH RN II Break Relief - GF	\$ 61.5972	\$ 63.2379	\$ 65.0580	\$ 67.8600	\$ 70.7698	\$ 72.8415	\$ 73.7155	\$ 75.0327	\$ 76.5297	\$ 78.8167
53480	SLH Charge Nurse	\$ 67.1409	\$ 68.9293	\$ 70.9132	\$ 73.9674	\$ 77.1391	\$ 79.3973	\$ 80.3499	\$ 81.7856	\$ 83.4173	\$ 85.9102
53480	SLH Charge Nurse (SAN)	\$ 83.9261	\$ 86.1616	\$ 88.6415	\$ 92.4593	\$ 96.4238	\$ 99.2466	\$ 100.4374	\$ 102.2320	\$ 104.2717	\$ 107.3877
53481	SLH Charge Nurse Grandfathered	\$ 67.1409	\$ 68.9293	\$ 70.9132	\$ 73.9674	\$ 77.1391	\$ 79.3973	\$ 80.3499	\$ 81.7856	\$ 83.4173	\$ 85.9102
53482	SLH Charge Nurse - 12 Hour	\$ 74.6009	\$ 76.5880	\$ 78.7924	\$ 82.1859	\$ 85.7100	\$ 88.2191	\$ 89.2776	\$ 90.8728	\$ 92.6858	\$ 95.4557
53482	SLH Charge Nurse - 12 Hour (SAN)	\$ 93.2511	\$ 95.7350	\$ 98.4905	\$ 102.7324	\$ 107.1375	\$ 110.2739	\$ 111.5970	\$ 113.5910	\$ 115.8573	\$ 119.3196
53485	SLH RN II	\$ 61.5972	\$ 63.2379	\$ 65.0580	\$ 67.8600	\$ 70.7698	\$ 72.8415	\$ 73.7155	\$ 75.0327	\$ 76.5297	\$ 78.8167
53485	SLH RN II (SAN)	\$ 76.9965	\$ 79.0474	\$ 81.3225	\$ 84.8250	\$ 88.4623	\$ 91.0519	\$ 92.1444	\$ 93.7909	\$ 95.6621	\$ 98.5209
53486	SLH RN II 12 Hour	\$ 68.4413	\$ 70.2643	\$ 72.2866	\$ 75.3999	\$ 78.6330	\$ 80.9349	\$ 81.9060	\$ 83.3696	\$ 85.0329	\$ 87.5740
53486	SLH RN II 12 Hour (SAN)	\$ 85.5516	\$ 87.8304	\$ 90.3583	\$ 94.2499	\$ 98.2913	\$ 101.1686	\$ 102.3825	\$ 104.2120	\$ 106.2911	\$ 109.4675
53487	SLH RN II Break Relief	\$ 61.5972	\$ 63.2379	\$ 65.0580	\$ 67.8600	\$ 70.7698	\$ 72.8415	\$ 73.7155	\$ 75.0327	\$ 76.5297	\$ 78.8167
53487	SLH RN II Break Relief (SAN)	\$ 76.9965	\$ 79.0474	\$ 81.3225	\$ 84.8250	\$ 88.4623	\$ 91.0519	\$ 92.1444	\$ 93.7909	\$ 95.6621	\$ 98.5209
53488	SLH RN II Grandfathered	\$ 61.5972	\$ 63.2379	\$ 65.0580	\$ 67.8600	\$ 70.7698	\$ 72.8415	\$ 73.7155	\$ 75.0327	\$ 76.5297	\$ 78.8167
53489	SLH RN II Short Hour	\$ 76.9965	\$ 79.0474	\$ 81.3225	\$ 84.8250	\$ 88.4623	\$ 91.0519	\$ 92.1444	\$ 93.7909	\$ 95.6621	\$ 98.5209
53490	SLH RN II Weekend	\$ 76.9965	\$ 79.0474	\$ 81.3225	\$ 84.8250	\$ 88.4623	\$ 91.0519	\$ 92.1444	\$ 93.7909	\$ 95.6621	\$ 98.5209
53424	SLH RN I	\$ 59.4178									
53424	SLH RN I (SAN)	\$ 74.2723									
53428	SLH RN I Weekend	\$ 74.2723									
53426	SLH RN I 12 Hour	\$ 66.0197									
53426	SLH RN I 12 Hour (SAN)	\$ 82.5246									
53427	SLH RN I Short Hour	\$ 74.2723									

Job Code	Job Title - Eff 03/07/2021 3.0% Across the Board	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
53429	SLH RN II Break Relief - GF	\$ 63.4451	\$ 65.1350	\$ 67.0097	\$ 69.8958	\$ 72.8929	\$ 75.0267	\$ 75.9270	\$ 77.2837	\$ 78.8256	\$ 81.1812
53480	SLH Charge Nurse	\$ 69.1552	\$ 70.9972	\$ 73.0406	\$ 76.1864	\$ 79.4533	\$ 81.7791	\$ 82.7604	\$ 84.2392	\$ 85.9199	\$ 88.4875
53480	SLH Charge Nurse (SAN)	\$ 86.4440	\$ 88.7465	\$ 91.3008	\$ 95.2330	\$ 99.3166	\$ 102.2239	\$ 103.4505	\$ 105.2990	\$ 107.3999	\$ 110.6093
53481	SLH Charge Nurse Grandfathered	\$ 69.1552	\$ 70.9972	\$ 73.0406	\$ 76.1864	\$ 79.4533	\$ 81.7791	\$ 82.7604	\$ 84.2392	\$ 85.9199	\$ 88.4875
53482	SLH Charge Nurse - 12 Hour	\$ 76.8390	\$ 78.8857	\$ 81.1561	\$ 84.6515	\$ 88.2814	\$ 90.8656	\$ 91.9559	\$ 93.5990	\$ 95.4665	\$ 98.3193
53482	SLH Charge Nurse - 12 Hour (SAN)	\$ 96.0488	\$ 98.6071	\$ 101.4451	\$ 105.8144	\$ 110.3518	\$ 113.5820	\$ 114.9449	\$ 116.9988	\$ 119.3331	\$ 122.8991
53485	SLH RN II	\$ 63.4451	\$ 65.1350	\$ 67.0097	\$ 69.8958	\$ 72.8929	\$ 75.0267	\$ 75.9270	\$ 77.2837	\$ 78.8256	\$ 81.1812
53485	SLH RN II (SAN)	\$ 79.3064	\$ 81.4188	\$ 83.7621	\$ 87.3698	\$ 91.1161	\$ 93.7834	\$ 94.9088	\$ 96.6046	\$ 98.5320	\$ 101.4765
53486	SLH RN II 12 Hour	\$ 70.4945	\$ 72.3721	\$ 74.4551	\$ 77.6619	\$ 80.9920	\$ 83.3629	\$ 84.3632	\$ 85.8707	\$ 87.5839	\$ 90.2012
53486	SLH RN II 12 Hour (SAN)	\$ 88.1181	\$ 90.4651	\$ 93.0689	\$ 97.0774	\$ 101.2400	\$ 104.2036	\$ 105.4540	\$ 107.3384	\$ 109.4799	\$ 112.7515
53487	SLH RN II Break Relief	\$ 63.4451	\$ 65.1350	\$ 67.0097	\$ 69.8958	\$ 72.8929	\$ 75.0267	\$ 75.9270	\$ 77.2837	\$ 78.8256	\$ 81.1812
53487	SLH RN II Break Relief (SAN)	\$ 79.3064	\$ 81.4188	\$ 83.7621	\$ 87.3698	\$ 91.1161	\$ 93.7834	\$ 94.9088	\$ 96.6046	\$ 98.5320	\$ 101.4765
53488	SLH RN II Grandfathered	\$ 63.4451	\$ 65.1350	\$ 67.0097	\$ 69.8958	\$ 72.8929	\$ 75.0267	\$ 75.9270	\$ 77.2837	\$ 78.8256	\$ 81.1812
53489	SLH RN II Short Hour	\$ 79.3064	\$ 81.4188	\$ 83.7621	\$ 87.3698	\$ 91.1161	\$ 93.7834	\$ 94.9088	\$ 96.6046	\$ 98.5320	\$ 101.4765
53490	SLH RN II Weekend	\$ 79.3064	\$ 81.4188	\$ 83.7621	\$ 87.3698	\$ 91.1161	\$ 93.7834	\$ 94.9088	\$ 96.6046	\$ 98.5320	\$ 101.4765
53424	SLH RN I	\$ 61.2003									
53424	SLH RN I (SAN)	\$ 76.5004									
53428	SLH RN I Weekend	\$ 76.5004									
53426	SLH RN I 12 Hour	\$ 68.0003									
53426	SLH RN I 12 Hour (SAN)	\$ 85.0004									
53427	SLH RN I Short Hour	\$ 85.0004									

Job Code	Job Title - Eff 10/03/2021 3.0% Across the Board	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
53429	SLH RN II Break Relief - GF	\$ 65.3485	\$ 67.0891	\$ 69.0200	\$ 71.9927	\$ 75.0797	\$ 77.2775	\$ 78.2048	\$ 79.6022	\$ 81.1904	\$ 83.6166
53480	SLH Charge Nurse	\$ 71.2299	\$ 73.1271	\$ 75.2318	\$ 78.4720	\$ 81.8369	\$ 84.2325	\$ 85.2432	\$ 86.7664	\$ 88.4975	\$ 91.1421
53480	SLH Charge Nurse (SAN)	\$ 89.0374	\$ 91.4089	\$ 94.0398	\$ 98.0900	\$ 102.2961	\$ 105.2906	\$ 106.5540	\$ 108.4580	\$ 110.6219	\$ 113.9276
53481	SLH Charge Nurse Grandfathered	\$ 71.2299	\$ 73.1271	\$ 75.2318	\$ 78.4720	\$ 81.8369	\$ 84.2325	\$ 85.2432	\$ 86.7664	\$ 88.4975	\$ 91.1421
53482	SLH Charge Nurse - 12 Hour	\$ 79.1443	\$ 81.2523	\$ 83.5908	\$ 87.1910	\$ 90.9298	\$ 93.5916	\$ 94.7146	\$ 96.4070	\$ 98.3305	\$ 101.2689
53482	SLH Charge Nurse - 12 Hour (SAN)	\$ 98.9304	\$ 101.5654	\$ 104.4885	\$ 108.9888	\$ 113.6623	\$ 116.9895	\$ 118.3933	\$ 120.5088	\$ 122.9131	\$ 126.5861
53485	SLH RN II	\$ 65.3485	\$ 67.0891	\$ 69.0200	\$ 71.9927	\$ 75.0797	\$ 77.2775	\$ 78.2048	\$ 79.6022	\$ 81.1904	\$ 83.6166
53485	SLH RN II (SAN)	\$ 81.6856	\$ 83.8614	\$ 86.2750	\$ 89.9909	\$ 93.8496	\$ 96.5969	\$ 97.7560	\$ 99.5028	\$ 101.4880	\$ 104.5208
53486	SLH RN II 12 Hour	\$ 72.6094	\$ 74.5434	\$ 76.6888	\$ 79.9918	\$ 83.4218	\$ 85.8638	\$ 86.8941	\$ 88.4468	\$ 90.2115	\$ 92.9072
53486	SLH RN II 12 Hour (SAN)	\$ 90.7618	\$ 93.1793	\$ 95.8610	\$ 99.9898	\$ 104.2773	\$ 107.3298	\$ 108.6176	\$ 110.5585	\$ 112.7644	\$ 116.1340
53487	SLH RN II Break Relief	\$ 65.3485	\$ 67.0891	\$ 69.0200	\$ 71.9927	\$ 75.0797	\$ 77.2775	\$ 78.2048	\$ 79.6022	\$ 81.1904	\$ 83.6166
53487	SLH RN II Break Relief (SAN)	\$ 81.6856	\$ 83.8614	\$ 86.2750	\$ 89.9909	\$ 93.8496	\$ 96.5969	\$ 97.7560	\$ 99.5028	\$ 101.4880	\$ 104.5208
53488	SLH RN II Grandfathered	\$ 65.3485	\$ 67.0891	\$ 69.0200	\$ 71.9927	\$ 75.0797	\$ 77.2775	\$ 78.2048	\$ 79.6022	\$ 81.1904	\$ 83.6166
53489	SLH RN II Short Hour	\$ 81.6856	\$ 83.8614	\$ 86.2750	\$ 89.9909	\$ 93.8496	\$ 96.5969	\$ 97.7560	\$ 99.5028	\$ 101.4880	\$ 104.5208
53490	SLH RN II Weekend	\$ 81.6856	\$ 83.8614	\$ 86.2750	\$ 89.9909	\$ 93.8496	\$ 96.5969	\$ 97.7560	\$ 99.5028	\$ 101.4880	\$ 104.5208
53424	SLH RN I	\$ 63.0363									
53424	SLH RN I (SAN)	\$ 78.7954									
53428	SLH RN I Weekend	\$ 78.7954									
53426	SLH RN I 12 Hour	\$ 70.0403									
53426	SLH RN I 12 Hour (SAN)	\$ 87.5504									
53427	SLH RN I Short Hour	\$ 87.5504									

Job Code	Job Title - Eff 10/02/2022 3.0% Across the Board	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
53429	SLH RN II Break Relief - GF	\$ 67.3090	\$ 69.1018	\$ 71.0906	\$ 74.1525	\$ 77.3321	\$ 79.5958	\$ 80.5509	\$ 81.9903	\$ 83.6261	\$ 86.1251
53480	SLH Charge Nurse	\$ 73.3668	\$ 75.3210	\$ 77.4888	\$ 80.8262	\$ 84.2920	\$ 86.7594	\$ 87.8005	\$ 89.3694	\$ 91.1524	\$ 93.8764
53480	SLH Charge Nurse (SAN)	\$ 91.7085	\$ 94.1513	\$ 96.8610	\$ 101.0328	\$ 105.3650	\$ 108.4493	\$ 109.7506	\$ 111.7118	\$ 113.9405	\$ 117.3455
53481	SLH Charge Nurse Grandfathered	\$ 73.3668	\$ 75.3210	\$ 77.4888	\$ 80.8262	\$ 84.2920	\$ 86.7594	\$ 87.8005	\$ 89.3694	\$ 91.1524	\$ 93.8764
53482	SLH Charge Nurse - 12 Hour	\$ 81.5186	\$ 83.6899	\$ 86.0986	\$ 89.8068	\$ 93.6577	\$ 96.3992	\$ 97.5560	\$ 99.2992	\$ 101.2803	\$ 104.3070
53482	SLH Charge Nurse - 12 Hour (SAN)	\$ 101.8983	\$ 104.6124	\$ 107.6233	\$ 112.2585	\$ 117.0721	\$ 120.4990	\$ 121.9450	\$ 124.1240	\$ 126.6004	\$ 130.3838
53485	SLH RN II	\$ 67.3090	\$ 69.1018	\$ 71.0906	\$ 74.1525	\$ 77.3321	\$ 79.5958	\$ 80.5509	\$ 81.9903	\$ 83.6261	\$ 86.1251
53485	SLH RN II (SAN)	\$ 84.1363	\$ 86.3773	\$ 88.8633	\$ 92.6906	\$ 96.6651	\$ 99.4948	\$ 100.6886	\$ 102.4879	\$ 104.5326	\$ 107.6564
53486	SLH RN II 12 Hour	\$ 74.7877	\$ 76.7797	\$ 78.9895	\$ 82.3916	\$ 85.9245	\$ 88.4397	\$ 89.5009	\$ 91.1002	\$ 92.9178	\$ 95.6945
53486	SLH RN II 12 Hour (SAN)	\$ 93.4846	\$ 95.9746	\$ 98.7369	\$ 102.9895	\$ 107.4056	\$ 110.5496	\$ 111.8761	\$ 113.8753	\$ 116.1473	\$ 119.6181
53487	SLH RN II Break Relief	\$ 67.3090	\$ 69.1018	\$ 71.0906	\$ 74.1525	\$ 77.3321	\$ 79.5958	\$ 80.5509	\$ 81.9903	\$ 83.6261	\$ 86.1251
53487	SLH RN II Break Relief (SAN)	\$ 84.1363	\$ 86.3773	\$ 88.8633	\$ 92.6906	\$ 96.6651	\$ 99.4948	\$ 100.6886	\$ 102.4879	\$ 104.5326	\$ 107.6564
53488	SLH RN II Grandfathered	\$ 67.3090	\$ 69.1018	\$ 71.0906	\$ 74.1525	\$ 77.3321	\$ 79.5958	\$ 80.5509	\$ 81.9903	\$ 83.6261	\$ 86.1251
53489	SLH RN II Short Hour	\$ 84.1363	\$ 86.3773	\$ 88.8633	\$ 92.6906	\$ 96.6651	\$ 99.4948	\$ 100.6886	\$ 102.4879	\$ 104.5326	\$ 107.6564
53490	SLH RN II Weekend	\$ 84.1363	\$ 86.3773	\$ 88.8633	\$ 92.6906	\$ 96.6651	\$ 99.4948	\$ 100.6886	\$ 102.4879	\$ 104.5326	\$ 107.6564
53424	SLH RN I	\$ 64.9274									
53424	SLH RN I (SAN)	\$ 81.1593									
53428	SLH RN I Weekend	\$ 81.1593									
53428	SLH RN I 12 Hour	\$ 72.1415									
53428	SLH RN I 12 Hour (SAN)	\$ 90.1769									
53427	SLH RN I Short Hour	\$ 90.1769									

Job Code	Job Title - Eff 10/01/2023 3.0% Across the Board	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
53429	SLH RN II Break Relief - GF	\$ 69.3283	\$ 71.1749	\$ 73.2233	\$ 76.3771	\$ 79.6521	\$ 81.9837	\$ 82.9674	\$ 84.4500	\$ 86.1349	\$ 88.7089
53480	SLH Charge Nurse	\$ 75.5678	\$ 77.5806	\$ 79.8134	\$ 83.2510	\$ 86.8208	\$ 89.3622	\$ 90.4345	\$ 92.0505	\$ 93.8870	\$ 96.6927
53480	SLH Charge Nurse (SAN)	\$ 94.4598	\$ 96.9758	\$ 99.7668	\$ 104.0638	\$ 108.5260	\$ 111.7028	\$ 113.0431	\$ 115.0631	\$ 117.3588	\$ 120.8659
53481	SLH Charge Nurse Grandfathered	\$ 75.5678	\$ 77.5806	\$ 79.8134	\$ 83.2510	\$ 86.8208	\$ 89.3622	\$ 90.4345	\$ 92.0505	\$ 93.8870	\$ 96.6927
53482	SLH Charge Nurse - 12 Hour	\$ 83.9641	\$ 86.2006	\$ 88.6815	\$ 92.5010	\$ 96.4675	\$ 99.2912	\$ 100.4827	\$ 102.2782	\$ 104.3188	\$ 107.4362
53482	SLH Charge Nurse - 12 Hour (SAN)	\$ 104.9551	\$ 107.7508	\$ 110.8519	\$ 115.6263	\$ 120.5844	\$ 124.1140	\$ 125.6034	\$ 127.8478	\$ 130.3905	\$ 134.2953
53485	SLH RN II	\$ 69.3283	\$ 71.1749	\$ 73.2233	\$ 76.3771	\$ 79.6521	\$ 81.9837	\$ 82.9674	\$ 84.4500	\$ 86.1349	\$ 88.7089
53485	SLH RN II (SAN)	\$ 86.6604	\$ 88.9686	\$ 91.5291	\$ 95.4714	\$ 99.5651	\$ 102.4796	\$ 103.7093	\$ 105.5625	\$ 107.6686	\$ 110.8861
53486	SLH RN II 12 Hour	\$ 77.0314	\$ 79.0831	\$ 81.3591	\$ 84.8634	\$ 88.5022	\$ 91.0929	\$ 92.1859	\$ 93.8332	\$ 95.7053	\$ 98.5653
53486	SLH RN II 12 Hour (SAN)	\$ 96.2893	\$ 98.8539	\$ 101.6989	\$ 106.0793	\$ 110.6278	\$ 113.8661	\$ 115.2324	\$ 117.2915	\$ 119.6316	\$ 123.2066
53487	SLH RN II Break Relief	\$ 69.3283	\$ 71.1749	\$ 73.2233	\$ 76.3771	\$ 79.6521	\$ 81.9837	\$ 82.9674	\$ 84.4500	\$ 86.1349	\$ 88.7089
53487	SLH RN II Break Relief (SAN)	\$ 86.6604	\$ 88.9686	\$ 91.5291	\$ 95.4714	\$ 99.5651	\$ 102.4796	\$ 103.7093	\$ 105.5625	\$ 107.6686	\$ 110.8861
53488	SLH RN II Grandfathered	\$ 69.3283	\$ 71.1749	\$ 73.2233	\$ 76.3771	\$ 79.6521	\$ 81.9837	\$ 82.9674	\$ 84.4500	\$ 86.1349	\$ 88.7089
53489	SLH RN II Short Hour	\$ 86.6604	\$ 88.9686	\$ 91.5291	\$ 95.4714	\$ 99.5651	\$ 102.4796	\$ 103.7093	\$ 105.5625	\$ 107.6686	\$ 110.8861
53490	SLH RN II Weekend	\$ 86.6604	\$ 88.9686	\$ 91.5291	\$ 95.4714	\$ 99.5651	\$ 102.4796	\$ 103.7093	\$ 105.5625	\$ 107.6686	\$ 110.8861
53424	SLH RN I	\$ 66.8752									
53424	SLH RN I (SAN)	\$ 83.5940									
53428	SLH RN I Weekend	\$ 83.5940									
53428	SLH RN I 12 Hour	\$ 74.3057									
53428	SLH RN I 12 Hour (SAN)	\$ 92.8821									
53427	SLH RN I Short Hour	\$ 92.8821									

APPENDIX B - CLINICAL LADDER - San Leandro Hospital

The following shall apply to Nurses at San Leandro Hospital:

A. Application and Review Process

1. Applicant obtains application from the Vice President of Patient Care Services or Assistant Administrator of Patient Care Services.

B. Completed application form and documentation needed to complete portfolio is submitted to Vice President of Patient Care Services or Assistant Administrator of Patient Care Services.

C. Applicant is responsible to ensure that the portfolio is complete. The Staff Nurse III Committee will interview only applicants with completed portfolios.

D. Applications will be received quarterly in February, May, August, and November.

E. Application periods begin on the first of the month and conclude on the 21st of the month.

The Staff Nurse III Committee will convene to review applications, complete the review process, and schedule an interview with each applicant within three (3) weeks of the application due date. The formal interview with the applicant will be 20 to 60 minutes in length. During the interview process, a clinical expert from the applicant's area will be invited to participate, e.g., a senior Nurse on the applicant's unit.

F. The Staff Nurse III Committee will submit its written recommendation regarding each applicant to the Vice President of Patient Care Services or Assistant Administrator of Patient Care Services within three (3) working days of the interview with the applicant.

G. Within ten (10) working days of receipt of all the Staff Nurse III Committee's recommendations, the Vice President of Patient Care Services or Assistant Administrator of Patient Care Services will notify all applicants of the final decision. Any applicant who is denied advancement will receive a complete written description of the reasons for denial (see Appeal Process).

H. A lump sum bonus equal to 8% of the Nurse's annual base pay as set forth in Appendix A will be provided to the Nurse in the first payroll period following the final decision to advance the Nurse to Staff Nurse III.

I. If an applicant is denied promotion to Staff Nurse III, the candidate may reapply after a six-month period.

J. Appeal Process

1. Any applicant who is denied advancement to Staff Nurse III will receive the reasons for such denial in writing within ten (10) working days of the final decision. Unless otherwise requested by the Staff Nurse III applicant, a meeting will be convened within thirty (30) days with the applicant and Administration to discuss the reason(s) for denial.
2. If the applicant wishes to appeal the denial, the applicant must submit a written appeal within ten (10) working days of the above-referenced meeting. The written appeal will specifically identify areas of disagreement.
3. The Vice President of Patient Care Services and/or Assistant Administrator of Patient Care Services, the Professional Performance Committee member, and the Nurse Educator member will review the appeal and re-interview the applicant within ten (10) working days of the Administration's receipt of the written appeal.
4. The applicant will be notified in writing of the Administration's decision on the appeal within five (5) working days of said decision.

K. Staff Nurse III Committee

1. The Staff Nurse III Committee is composed of the following members:
 - Vice President of Patient Care Services and/or Assistant Administrator Patient Care Services (Chairperson and permanent member)
 - Professional Performance Committee member (preferably Staff Nurse III Level) (1 member)
 - Elected Hospital CNA bargaining unit Nurses
 - A Nurse Educator (1 member)
 - An Infection Control Practitioner (1 member)
2. Vacancies on the Staff Nurse III Committee will be advertised and the current Committee membership will interview and select new members, except for the Chairperson and PPC member.

Appointment to the Staff Nurse III Committee is for a two (2) year term and the members may be re-elected, not to exceed two (2) consecutive terms.

Vacancies on the Staff Nurse III Committee will be posted and the applicants for vacant positions will be voted on by the Committee membership.

A letter of resignation must be submitted to the Vice President of Patient Care Services or Assistant Administrator of Patient Care Services by any member unable to complete her/his term of office. This must be done at least one (1) month prior to convening the Staff Nurse III Committee for an alternate member to be appointed/elected.

3. Staff Nurse III Committee members will:
 - be current employees of San Leandro Hospital;
 - state a willingness to serve and commit to serve for the duration of the term;
 - abide by the applicable rules of confidentiality;
 - participate in the Staff Nurse III interviews 2 times per year;
 - continually evaluate the Staff Nurse III program and submit recommendations, if any, at CNA negotiations or another appropriate labor-management forum.
4. In case of an alleged conflict of interest, or in the absence of a Staff Nurse III Committee member, the Chairperson will appoint a temporary replacement with the same classification as the absentee member to participate in the Staff Nurse III interview.

L. Professional Performance Committee Review

The Professional Performance Committees shall receive a report within thirty (30) days of the most recent round of Staff Nurse III Committee proceedings. The report will include, at a minimum, the number of applicants for Staff Nurse III, the number of those applicants who are reclassified, and the number of Staff Nurse III renewals.

M. Position Performance Standards (Initial Application)

An applicant must use the included chart, and meet the requirements within, each calendar year:

The Staff Nurse III, upon notification of reclassification to Staff Nurse II may appeal the reclassification using the following appeal process: The applicant must submit a written appeal statement identifying areas of concern to the Vice President of Patient Care Services or Assistant Administrator of Patient Care Services within ten (10) working days of the Nurse's receipt of the reclassification note from the Nurse Manager. The Vice President of Patient Care Services or Assistant Administrator of Patient Care Services will consider such appeal and inform the Nurse of the decision on appeal within ten (10) working days of the appeal. A reclassification will not be initiated pending the outcome of the appeal process. If no appeal is made within the established time frame, reclassification will be initiated by the Vice President of Patient Care Services or Assistant Administrator of Patient Care Services to be effective the first day of the following pay period.

**SAN LEANDRO HOSPITAL-DEPARTMENT OF NURSING
STAFF NURSE III APPLICATION / RE-APPOINTMENT**

PRINT Name _____

Check one: INITIAL REAPPOINTMENT

ELIGIBILITY: Check off as completed

- I have been employed at San Leandro Hospital full time or regular part time since _____ (at least 2 years required).
- I have at least 4 years of clinical experience as a R.N.
- I have at least 2 years' experience in my specialty of _____ **(not including time spent in orientation)**
- At least 50% of my regularly scheduled hours are spent in direct patient care.

THRESHOLD REQUIREMENTS: Check off as completed

- Met Annual Performance Appraisal
- Attended at least 75% of staff meetings (if applicable)
- Completed 15 C.E. hours in clinical specialty in past two years (**excluding mandatory certifications**; certificates attached)
- Three (3) recommendations on designated form
- Initial applicants only: submit a brief written statement of professional goals as a Staff Nurse III -or-
- Re-appointment: Submit a brief written statement describing impact of Staff Nurse III accomplishments on patient care or Nursing Department. **Work in area of specialty with the employer and average of 24 hours per week over the last year**

CRITERIA: Check off as completed

- Activities total ≥ 10 points for initial applicants - or -
- ≥ 20 points for re-appointment** (10 points every 12 months).
- Activities are indicated by checkmarks in the appropriate box or boxes in each section. Per contract, if the number of re-appointments and new applicants exceeds allotted slots, the total points achieved will be considered in filling open slots
- Activities have been completed within the twelve (12) months for initial applicants - or
 - within the past twenty-four (24) months for re-application.

- Each activity requires validation; contact a committee member for questions about validation.
- Each activity is used to meet 1 requirement only.
- At least 1 activity from 2 categories has been completed.

CATEGORIES AND ACTIVITIES	POINTS	Total
EDUCATION		
<input type="checkbox"/> Cross-training of another RN	≤2 days = 1 >2 days = 2	
<input type="checkbox"/> Precepted a senior nursing student for 1 quarter or semester	2 per student, max 4	
<input type="checkbox"/> <u>Precepted new grad or cross-trained RN</u>	5 days = 1pt, max 4 per preceptee	
<input type="checkbox"/> <u>Orientation of travel nurse</u>	6 days = 1pt, max 4	
CATEGORIES AND ACTIVITIES	POINTS	Total
<input type="checkbox"/> Health-related presentation to the community (each presentation)	2	
<input type="checkbox"/> Taught a class, in service, <u>nursing update or competency</u>	1 pt each, max 3 pts	
<input type="checkbox"/> Unit-Based Instructor, Resource or “Super-User” for EMR, BGM, equipment competencies, etc.	1 pt each; max 4	
<input type="checkbox"/> <u>Current</u> Instructor Status for BLS, ACLS, PALS <u>or</u> NCI Instructor	2 pts each, max 8 pts	
<input type="checkbox"/> Presentation at a health-related conference (local, regional, national)	5 Each	
<input type="checkbox"/> Developed an educational module, a CE class, and/or competency for a patient condition, equipment or procedure with approval of educator (MOVED FROM BELOW)	5 pts each	

PRACTICE/LEADERSHIP/ROLE MODEL

<input type="checkbox"/> Qualified as a Dual-Role Interpreter	1 pt per year	
<input type="checkbox"/> Coordinated an activity or function to improve morale, or to celebrate/recognize an accomplishment of a peer; or assisted with Nurses Week.	1 pt per activity or function; max 2 pts /year	
<input type="checkbox"/> Certified as PICC RN; meets requirements for certification by having inserted at least one line each quarter.	1 pt	
<input type="checkbox"/> Developed one (1) needed standard care plan, procedure, protocol, or guidelines	2 each; max 4 per year	
<input type="checkbox"/> Revised one (1) assigned standard care plan, procedure, protocol, or guideline.	1 each; max 5 per year	
<input type="checkbox"/> Received written recognition from patient/family, e.g. Star cards, letter, etc.,	1 pt each, max 2 pts	
CATEGORIES AND ACTIVITIES	POINTS	Total
<input type="checkbox"/> Initiated and conducted a multidisciplinary patient care conference or case study. 1-4 points based on content, preparation and presentation time.	1-4 pts each	
<input type="checkbox"/> Actively participated in Hospital or Nursing Department committee or Task Force (see below ex: PPC, PI, Safety, Unit Based Council) MOVED FROM BELOW	1-6 hrs = 1 7-12 hrs = 2 >12 hrs = 3 pts 3 pts max per committee,	
<input type="checkbox"/> Served as chairperson = 1 pt / meeting	max 9 pts	

<input type="checkbox"/> a. Served as unit PI coordinator; attended >50% of meetings and/or performed all required duties, i.e. data collection and submission. Verified by NPIC Chair/Coordinator. <input type="checkbox"/> b. Participates in data collection and submission of unit metrics for PI	5 pts per year b. 1 pt per metric, per year	
<input type="checkbox"/> Developed or participated in unit hospital-wide, or community-wide project (e.g. PI) with manager's or Staff Nurse III Committee's approval. Depend on project - attach description	1-4 pts	
PROFESSIONAL DEVELOPMENT		
<input type="checkbox"/> Active participation in a professional nursing organization (CNA/NNU, AHA, AACN, AADE, etc.)	2 each, max 6	
<input type="checkbox"/> Cross-trained to a different department or specialty	2 pts	
<input type="checkbox"/> a. Initial applicants: Current Bachelor's degree in Nursing or health-related field (explain relevance if not nursing) <input type="checkbox"/> b. Re-application: Achieves Bachelor's or Master's degree in nursing or health-related field (explain relevance if not nursing) since last application	a. 2 pts b. 4 pts	
<input type="checkbox"/> a. Initial applicants: Current Master's degree in Nursing or health-related field (explain relevance if not nursing) <input type="checkbox"/> b. Re-application: Achieves Bachelor's or Master's degree in nursing or health-related field (explain relevance if not nursing) since last application	a. 3 pts b. 5 pts	
<input type="checkbox"/> Current certification in a nursing specialty (e.g., CDE, CCRN, CEN, AORN, NAACOG). Submit certification requirements.	5 pts	

<input type="checkbox"/> Active Participation in the development of health-care-related public policy	8 pts	
<input type="checkbox"/> Healthcare-related article or letter published in national journal (maximum 5 points); letter=1 pt, newsletter article = 1 pt, journal article = 4 pts	5 pts max	
CATEGORIES AND ACTIVITIES	POINTS	Total
<input type="checkbox"/> Completed a clinically relevant 3-unit college course within past 12 months	Up to 3	
COMMUNITY INVOLVEMENT / VOLUNTEER ACTIVITIES		
<input type="checkbox"/> Health-care-related volunteer work (e.g. American Cancer Society, community forum, stroke screening, etc) Submit a letter documenting hours	2 hrs = 1 pt max 4 pts	
<input type="checkbox"/> Health promotion, health research or other health-related activity or project. Submit verification and/or description to SN III Committee at least 30 days prior to application deadline. Points awarded (if any) may depend on type of activity/ project, effort relevance, etc	1-6 pts	
Total Points, all categories		
SN III Approval Committee Comments:		
Staff Nurse Signature:	Date	
Nurse Manager Signature:	Date	

APPENDIX C - Side Letter on RN Patient Assignments Under AB 394

As reflected in Section 9(PT) of the Agreement entered into on August 15, 2005, AHS has stated its intention to hire only Registered Nurses into vacant and newly-posted positions requiring nursing licensure in certain designated units at the Hospital. As set forth in this agreement, it is the Hospital's goal to assign all patients in these units to an RN. The parties recognize, however, that due to various factors, including the presence on certain units of valuable LVNs, many of whom are long-term employees of the Hospital, this goal will be achieved over time through attrition and other steps taken by the Hospital.

The Hospital and the Association will meet upon the request of either party to discuss potential alternative assignments for LVN's with patient assignments, but the parties shall not be obligated to meet more often than quarterly.

The parties recognize that the Hospital is committed, over time, to apply the Nurse to patient ratios in AB 394 as RN to patient ratios in the units listed in Section 10(Q).

The parties recognize that certain changes contemplated by this Side Letter and Section 10(Q) of the Agreement may require bargaining with other affected labor organizations. As a result, the parties understand that the effective date of certain of these changes may be delayed pending resolution of those bargaining obligations. The Hospital agrees to pursue resolution of those discussions in an efficient and prompt manner.

It is the intention of the Hospital to comply with Title 22, AB 394, applicable staffing regulations, and applicable laws regarding meal and break relief.

As provided by Title 22, every patient will have a documented RN with responsibility for the nursing process for every shift on the units identified above.

APPENDIX D - Twelve-Hour Shifts

This appendix establishes the conditions, which apply when RNs choose to work a twelve-hour shift. This Agreement applies to units where twelve (12) hour shifts are implemented with mutual approval of CNA and the Hospital and a majority vote of the RNs on the unit. This appendix does not apply to Nurses working in Every Weekend Benefited Positions (Section 8.1415). Unless otherwise referenced herein this shall constitute a binding agreement for twelve-hour positions unless changes are mutually agreed upon.

It is understood that in most units 12-hour positions must be created in pairs to provide 24-hour coverage. It is also understood that, in order to minimize staffing disruptions, the Hospital intends to agree to new 12-hour shifts in units in which seventy-five percent (75%) of the affected Nurses are willing to work 12-hour shifts. If actual RN participation on 12-hour shifts is less than the seventy-five percent (75%) target following the Unit Vote, the Hospital has the right to maintain the existing staffing patterns in the units.

UNIT VOTE:

When mutual agreement between CNA and the Employer is reached on implementing 12-hour shifts in a new unit, a membership vote of unit members shall be conducted. All 12-hour shift arrangements must be approved by a majority of Full-time and Part-time Nurses voting from the units affected in a secret ballot, with each Nurse entitled to one vote. Determination on adopting 12-hour shifts shall be on a unit-by-unit basis. CNA shall conduct the secret ballot vote.

PARTICIPATION:

Implementation of 12-hour shift schedules will not displace any Nurse with an existing eight-hour shift schedule, nor will it require an eight-hour Nurse to change to a 12-hour shift schedule.

HOURS OF WORK:

A full straight-time workweek for 12-hour Nurses will be thirty-six (36) hours, three (3) days a week. Twelve-hour shifts of less than thirty-six (36) hours in a week or 72 hours in two weeks shall also be allowed. A straight time work day will consist of no more than twelve-and-one-half (12 ½) hours (including one 30-minute unpaid break) in 24 hours. Nurses working twelve-hour (12) shifts will be guaranteed at least two (2) consecutive days off per week.

3/5 and 4/5 Work Schedules

The equivalent 12-hour work schedule for a Nurse working a 3/5 eight-hour shift shall be two 12-hour shifts per week.

The number of 12-hour positions offered under this provision shall count towards the Hospital's obligations to provide 3/5 positions under Section 8.14. Nurses entitled to a Three Fifths position shall be allowed to work either a twelve-hour or an eight-hour shift schedule, subject to the provisions of this Appendix.

There shall be no additional conversions of 12-hour shifts from a three shift per week schedule to a 4/5 equivalent or lower FTE schedule without mutual agreement between CNA and the Hospital.

MEAL AND REST PERIODS:

The Rest Period for RNs covered under this agreement shall be one 30-minute unpaid meal period, one off-duty 30-minute paid meal period and three 15-minute paid breaks. The meal period(s) and the breaks may not be combined. An RN who is required to work during the 30-minute paid meal period shall be eligible for additional compensation (in addition to pay for that meal period), as required by applicable law.

SHIFT DIFFERENTIAL:

Shift differential will be paid as follows:

7 a.m. – 7:30 p.m. = eight (8) hours day shift rate and four (4) hours p.m. shift rate.

7 p.m. – 7:30 a.m. = four (4) hours p.m. shift rate and eight (8) hours night shift rate.

It is understood that in some units 12-hour shift start times may be other than 7 a.m. and 7 p.m. When shift start times other than 7 a.m. and 7 p.m. are utilized, shift differential shall be paid on all hours worked on the p.m. and/or night shift as defined in Section 8.E. of the Agreement.

WEEKEND DIFFERENTIAL:

12-Hour Nurses shall be entitled to a weekend differential of \$30.00 per shift for each shift worked on a weekend.

RELIEF CHARGE NURSE PAY:

12-Hour Relief Charge Nurses working under the terms of this agreement shall be entitled to \$30.00 per shift.

REST BETWEEN SHIFTS:

Rest between shifts for 12-hour positions will be 11.5 hours, but all other provisions of Section 8.E.7 –Rest Period will remain the same.

TWELVE-HOUR SHIFT COMMITTEE:

The parties have agreed that there is a need for an ongoing Twelve-Hour Shift Committee to address issues regarding twelve-hour shifts. The committee shall consist of eight (8) hour and twelve (12) hour Nurses, a CNA representative as well as a representative for administration/staffing. There shall be no more than 12 RNs serving on the committee. It shall be the goal of the committee to have equal representation from both eight and twelve hour shift RNs and representation from all 12-hour units. The committee shall meet at a time mutually agreed between the Hospital and the Association. Aggregate compensation for RN Committee members shall be twelve (12) hours per month.

SHORT TERM LAYOFFS:

Seniority shall be applied as defined in Section 12.

PTO/ESL:

PTO/ESL shall be paid at the rate of twelve (12) hours times a Nurse's base hourly rate.

HOLIDAY PAY:

Twelve-hour Nurses working on a holiday recognized in the Agreement will receive one and one half their base hourly rate for each hour worked on the holiday. As defined by the Agreement, the holiday is 11 p.m. on the day before the actual holiday to 11 p.m. on the actual holiday.

PAID EDUCATIONAL LEAVE:

Paid Education leave for 12-hour Nurses working under his agreement shall be earned at the rate of 44 hours annually. Education Leave shall be paid in one of three ways at the Nurse's option:

Twelve (12) hours of pay at the Nurses base hourly rate

Eight hours of pay at the base hourly rate and four (4) hours of PTO; or

Eight hours of pay at the base hourly rate and four (4) hours worked.

JURY DUTY:

Nurses covered by this agreement called for jury duty will receive twelve (12) hours at their base hourly rate for each scheduled day spent at jury duty.

SHORT SHIFTS:

San Leandro Hospital will maintain a list of names of volunteer RNs who are interested in working four (4) hour shifts, offered by seniority.

FUTURE VACANCIES:

Vacancies in units that have adopted 12-hour shifts shall be filled as follows: Vacant eight (8) hour positions shall be posted as eight (8) hour positions. Vacant twelve (12) hour positions shall be posted as (12) hour positions. If a vacant eight-hour position is not filled after seven (7) days it may be posted as a twelve (12) hour position. If a vacant twelve (12) hour position is not filled after seven (7) days it may be posted as an eight (8) hour position.

If a sufficient number of twelve (12) hour positions result in excessive weekend staffing and the Hospital is able to grant additional weekends off, then such weekends will be rotated equitably beginning in seniority order among the affected unit and shift.

APPENDIX E - RN Response Network

Alameda Health System recognizes that the RN Response Network (RNRN) sponsored by the California Nurses Association has in the recent past, provided exemplary relief and professional medical assistance to victims hard hit by natural disaster.

In accordance with AHS's Mission, both CNA and AHS agree that they, through the efforts of the Registered Nurses, are in a unique position jointly to provide assistance to future victims of natural disasters and other emergencies and that it is central to the vision and missions of both parties to work together to provide such aid.

With that understanding, upon notification from CNA, AHS shall allow up to four (4) RNs to utilize unscheduled accrued paid time off or an Association Leave (Section 17) for a minimum of two (2) weeks and a maximum of four (4) weeks while deployed by CNA to disasters and emergencies. All RNs deployed under the terms of this provision shall be returned to their department, position, and shift upon their return to work.

The Hospital reserves the right to deny an RN's request to participate in the RNRN if doing so will cause a significant staffing obstacle for an individual unit or shift.

CNA will provide all training and will be responsible for all logistics, coordination with local authorities, transportation, meals, and lodging.

APPENDIX F - RN Mentor Task Force

The Hospital remains committed to attracting and retaining Registered Nurses. The Hospital and the Association agree that a mentoring program could benefit the Hospital by further increasing the retention of Registered Nurses as well as improving nursing skills and morale.

The Hospital and the Association agree to establish an RN Mentor Task Force, which shall consist of two (2) Registered Nurses as well as the Association's Labor Representative assigned to the Hospital and representatives of nursing management. The scheduled meetings of the task force shall be considered paid time. Except as otherwise required by law, such payments shall not constitute time worked for any purpose under this Agreement.

The purpose of the task force shall be to discuss the development of an RN mentoring program applicable to the needs of the Hospital and its Nurses, based on the work of the California Nurses Foundation regarding the Nurse to Nurse RN Retention Program.

The Association shall inform the Hospital of the names of the Nurse Representatives within sixty (60) days following ratification. The task force shall commence its work within ninety (90) days of the ratification of the agreement and shall meet not less frequently than monthly during the first six months following ratification.

APPENDIX G - Meal and rest periods and safe staffing

AHS and the Association recognize the importance of providing Nurses with meal periods and breaks as required by this MOU. The parties acknowledge that AHS has enhanced meal and rest break coverage to reflect an increased patient census. Nursing matrices developed by AHS, which have been reviewed by the Staffing Committee and which reflect AHS's legal obligations to staff both by ratios and acuity and to provide for meal and rest breaks to all Nurses. As provided by the Agreement, in those situations in which Nurses are not provided meal periods or rest breaks AHS shall provide additional compensation to Nurses as required by this MOU.

**STEELWORKERS PENSION TRUST
PENSION INCORPORATION AGREEMENT**

It is agreed by and between Alameda Health System – San Leandro Hospital, hereinafter the “EMPLOYER”, the Steelworkers Pension Trust, hereinafter the “TRUST,” and the California Nurses Association, hereinafter the “UNION”, that the Steelworkers Pension Trust Pension Incorporation Agreement (the “Agreement”) attached hereto is entered into to set forth additional terms and conditions of the EMPLOYER’S obligation to contribute to the TRUST pursuant to (i) any collective bargaining or other agreement by and between the EMPLOYER and UNION; (ii) applicable federal labor law; or (iii) this Agreement (in the absence of any such collective bargaining or other contribution agreement).

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be hereby signed by their duly authorized officers and/or representatives to be effective immediately upon signing.


ALAMEDA HEALTH SYSTEM – SAN LEANDRO HOSPITAL
 (“EMPLOYER”)

By: Gatugi Mrithaa (Tugi) 10/8/2021
Name
 Labor Relations Consultant
Title

By: _____
Name

Title

CALIFORNIA NURSES ASSOCIATION
 (“UNION”)

By: Michelle Reyna
Name


UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC

By: John E. Schaefer
International Secretary/Treasurer

STEELWORKERS PENSION TRUST
 (“TRUST”)

By: Daniel A. Bosh
Daniel A. Bosh, Chairman

Date: November 24, 2021

**STEELWORKERS PENSION TRUST
PENSION INCORPORATION AGREEMENT**

SECTION 1 - BENEFIT PLAN

The parties to this Agreement desire that the benefits granted by the Trustees of the STEELWORKERS PENSION TRUST, hereinafter "TRUST", be provided to those Covered Employees employed within the UNION's Bargaining Unit, as defined herein.

SECTION 2 - CONTRIBUTION RATE

The month for which the contribution is due is referred to as the "Benefit Month" and the entire month immediately preceding the Benefit Month as the "Wage Month".

The EMPLOYER shall contribute to the TRUST, each and every Benefit Month, a sum of money equal to ten percent (10%) of the total gross earnings accrued during the entire Wage Month by all Covered Employees, *subject to Sections 5 and 6 below.*

The parties understand that the first Benefit Month is January, 2019, and that for that month the EMPLOYER is to contribute to the TRUST ten percent (10%) of the total gross earnings of all Covered Employees who worked for any length of time during the entire preceding Wage Month of December, 2018.

SECTION 3 - COVERED EMPLOYEES

Covered Employees are all regular full-time and regular part-time employees employed within the UNION's Bargaining Unit who were actively employed by the EMPLOYER for any length of time during the entire Wage Month. Short-Hour and Per Diem Employees, as defined in the Collective Bargaining Agreement between the parties, are not covered. The EMPLOYER is required to make a contribution on a Covered Employee whose employment is terminated during the Wage Month.

SECTION 4 - PAYMENT OF CONTRIBUTIONS

Contributions are due from the EMPLOYER on the tenth (10) day of the Benefit Month, commencing with the month of January, 2019, and each and every month thereafter so long as this Agreement is in force.

SECTION 5 - COVERAGE – NEWLY HIRED EMPLOYEES NOT PREVIOUSLY COVERED

Newly hired employees not previously covered by the TRUST are not considered Covered Employees until the first day of the first calendar month immediately following the expiration of one (1) calendar year from the commencement of employment. Such calendar month is the new employee's first Benefit Month. The entire immediately preceding calendar month is the employee's first Wage Month.

The parties understand that, for example, if an employee's first day of employment is on July 15, 2019, the above described waiting period expires on July 14, 2020, and that employee's first Benefit Month is August, 2020, and his/her first Wage Month is July, 2020, and that the monthly contribution is to be paid on him/her for

the first Benefit Month of August, 2020, and is based on the total gross earnings earned by that employee during the Wage Month of July, 2020.

SECTION 6 - COVERAGE – NEWLY HIRED EMPLOYEES WHO WERE PREVIOUSLY COVERED

Newly hired employees previously covered by the TRUST are considered Covered Employees as of the first day of the first calendar month immediately after the commencement of employment. This calendar month is the employee's first Benefit Month and the entire calendar month immediately preceding is the employee's first Wage Month.

SECTION 7 - REQUIREMENT

The EMPLOYER shall transmit to the TRUST with each contribution a Contribution Report on the form furnished by the TRUST on which the EMPLOYER shall report *the Social Security number, name, status, birth date, hire date, termination date as applicable, rate level, as well as the total gross earnings* for each Covered Employee during the Wage Month. The EMPLOYER further agrees to supply to the TRUST such further information as may from time to time be requested by it in connection with the benefits provided by said TRUST to said Employees, and to permit audits of its books and records by the TRUST for the sole purpose of determining compliance with the terms and conditions of this Agreement.

SECTION 8 - BENEFIT ACCRUAL RATE

The average age and other actuarial characteristics of the Employees covered by this Agreement are such that the Benefit Accrual Rate that applies to these Employees is that the monthly pension benefit of an Employee at age 65 years shall be an amount equal to eighteen and twenty-five hundredths percent (18.25%) of total contributions paid to the TRUST on the service of such Employee divided by twelve (12) in accordance with the provisions of the Declaration of Trust of the Steelworkers Pension Trust.

It is understood by all concerned that the applicable Benefit Accrual Rate under the Trust may be modified by the Trustees at any time upon proper notice as required by law.

In consideration of the EMPLOYER's aforesaid contributions to the TRUST as herein above provided and for so long as the EMPLOYER's participation in the TRUST is accepted by the Trustees, the Trustees will, beginning with the date of receipt by the TRUST of the EMPLOYER's first said contribution and continuing for such part of the duration of the Agreement as the EMPLOYER fully complies by this Agreement, extend and make available to the Covered Employees under this Agreement, the pension benefits for which such Covered Employees are eligible under the Declaration of Trust, as amended from time to time, which is by this reference incorporated herein and made a part hereof.

SECTION 9 - AMENDMENT AND DURATION

This Pension Incorporation Agreement shall continue in effect so long as the Employer maintains a collective bargaining unit for one or more Covered Employees pursuant to any Collective Bargaining or other Agreement, including this Agreement, or applicable federal labor law. Changes in contribution rates reflected in any applicable Agreement which has been accepted by the TRUST will be deemed amendments to the contribution rate previously in effect under this Incorporation Agreement without the need to formally amend this Agreement.

SECTION 10 - ENFORCEMENT

The EMPLOYER acknowledges that the TRUST may periodically audit the EMPLOYER's records to determine whether the EMPLOYER has been making contributions in full compliance with its obligations under any Collective Bargaining or other Agreement with the UNION, this Agreement and applicable law. In the event missed or delinquent contributions are discovered, the EMPLOYER acknowledges that the TRUST has the right under applicable law and the terms of the TRUST to pursue the EMPLOYER, in court if necessary, to collect those contributions and to collect interest, liquidated damages and attorneys' fees in connection with such collection efforts to the extent permitted by the TRUST and applicable law. The UNION will not be considered a necessary party to any such litigation involving the TRUST, nor will the TRUST be a necessary party to any enforcement action by the UNION. The EMPLOYER agrees to be bound by the Declaration of Trust adopted and maintained by the TRUST and the rules and procedures adopted or implemented by the Trustees to administer the TRUST. The Employer further acknowledges the current and future Employer Trustees of the TRUST as the EMPLOYER's representatives in TRUST administration.

A breach of the EMPLOYER's contribution obligation referenced in this Agreement also shall be considered a violation of the EMPLOYER's contribution obligation arising under any applicable Collective Bargaining or other Agreement with the UNION, or arising under federal labor law, and the UNION shall have the right to challenge and seek redress for such violation in accordance with such Collective Bargaining or other Agreement or applicable law as if it were a direct violation of such Agreement or law. The UNION's enforcement right pursuant to this paragraph shall exist as long as at least one UNION signatory has signed this Agreement. The applicable Collective Bargaining or other Agreement is hereby incorporated by reference into this Agreement.