

MEMORANDUM OF UNDERSTANDING

Between

ALAMEDA HEALTH SYSTEM, ALAMEDA  
HOSPITAL

and



**California  
Nurses  
Association**

CALIFORNIA NURSES

ASSOCIATION JANUARY 2019 -

DECEMBER 2023

California Nurses

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THIS MEMORANDUM OF UNDERSTANDING, made and entered into as of the thirteenth day of March 2021, by and between ALAMEDA HEALTH SYSTEM, ALAMEDA HOSPITAL, hereinafter referred to as the "Hospital" and the CALIFORNIA NURSES ASSOCIATION, representative of the Registered Nurses, hereinafter referred to as the "Association."

**ARTICLE 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 classification listed below, excluding those classifications and/or nurses designated as managerial, supervisory, or confidential.

**B. New Classifications**

1. When the Hospital creates a new Registered Nurse classification and title, the Hospital shall provide 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 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:

<b>Job Code</b>	<b>Title</b>
53401	AHD Staff Nurse I
53401	AHD Staff Nurse I (SAN/SH)
53402	AHD Staff Nurse III
53402	AHD Staff Nurse III (SAN/SH)
53406	AHD Staff Nurse II

53406	AHD Staff Nurse II (SAN/SH)
53408	AHD Wound Care Nurse – SNIII
53408	AHD Wound Care Nurse - SNIII (SAN/SH)
53432	AHD RN - Enterostomal Therapy
53432	AHD RN - Enterostomal Therapy (SAN/SH)
53437	AHD Registered Nurse - Sub Acute
53437	AHD Registered Nurse - Sub Acute (SAN/SH)
53498	AHD Clinical Resource Nurse
53498	AHD Clinical Resource Nurse (SAN/SH)
63420	AHD Nurse Coordinator, Surgical Services
63420	AHD Nurse Coordinator, Surgical Services (SAN/SH)

## **ARTICLE 2**

### **COVERAGE**

The Nurses covered by this Memorandum of Understanding are all graduate, Registered Nurses employed by the Hospital performing nursing services, as listed in Article 1 - Recognition, and excluding only Supervisors, Nurse Managers, administrative or executive personnel having authority to hire discipline, discharge or determine personnel policies.

## **ARTICLE 3**

### **ASSOCIATION SECURITY**

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

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

#### **A. Union Membership**

The Hospital and CNA shall comply with federal and state law in the deduction and remittance of membership dues and fees.

**B.** 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.

**C.** 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 inquires/communications from nurses shall be forwarded to the Association.

- D.** 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.
- E.** In accordance with the 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.
- F.** 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, the parties shall meet and discuss the estimated cost and estimated time of completion (machine, programming, etc.). The Association shall pay the agreed-upon costs before the Hospital makes the changes.
- G.** 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.

**H. Voluntary Political Education and Action Fund**

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

**I. 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 membership dues or PAC provision herein, including the cost of defending against any such claim.

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

**J. New Employee 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.
2. 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.

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

**K. 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.

**ARTICLE 4**

**NO DISCRIMINATION IN EMPLOYMENT**

Alameda 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 Alameda Hospital policies.

**ARTICLE 5**

**PERSONNEL CATEGORIES**

**A. Definitions**

1. Regular Full-Time

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

2. Regular Part Time Nurse

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



3. Short-Hour Nurse

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

4. Services-as-Needed (SAN) Nurse

- a. A SAN Nurse is defined as a Nurse who is employed to work intermittently. The SAN Nurse shall be available to work four (4) shifts in a twenty-eight (28) day scheduling period. For departments requiring weekend work, this will include two (2) weekend shifts in a twenty-eight (28) day scheduling period.
- b. All SAN nurses must be available to work one of the three major holidays (New Year's, Thanksgiving, or Christmas)
  - i. SAN Nurses will indicate their preferences for working any one of the three (3) holidays with the first listing being the most preferred and the last being the least desirable.
  - ii. The process of assigning holidays will be completed and finalized by October 1<sup>st</sup> of each year.
- c. SAN Nurses who do not provide availability in accordance with the provisions of this Article will be permanently removed from the schedule and deemed to have resigned from employment.

5. Temporary Nurse

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

**B. Staff Nurse Categories**

1. Staff Nurse I

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

2. Staff Nurse II

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

3. Staff Nurse III

See Appendix B of the Memorandum of Understanding for criteria for appointment to, and maintenance of, this position.

**ARTICLE 6**  
**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: The salary table may be found in Appendix A.
3. Across-the-Board Adjustments

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

- 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.
4. Step Increases
    - a. Regular, Short Hour and SAN Nurses who meet the eligibility requirements for a Step increase shall move up the step in accordance with the following provisions;
    - b. Eligibility for a step move is determined by the number of years on a step, as follows:
      - i. after one (1) year on step one (1), the nurse is eligible to promote to step two (2);
      - ii. after one (1) year on step two (2), the nurse is eligible to promote to step three (3);
      - iii. after one (1) year on step three (3), the nurse is eligible to promote to step four (4);
      - iv. after one (1) year on step four (4), the nurse is eligible to promote to step five (5);

- v. after three (3) years at step five (5), the nurse is eligible to promote to step six (6);
  - vi. after two (2) years at step six (6), the nurse is eligible to promote to step seven (7);
  - vii. after five (5) years at step seven (7), the nurse is eligible to promote to step eight (8);
  - viii. after five (5) years at step eight (8), the nurse is eligible to promote to step nine (9);
- c. For purposes of this Section A.4., only, a year is based on 365 days of continuous employment, without a break in service, the same classification and step from which the nurse will promote from.
  - d. Nurses at the top step of the range are not eligible for a Step 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 actual in-bargaining unit earnings for the payroll period that includes January 1, 2019 and concludes on the last day of the pay period prior to implementation of the salary range increase discussed in **this** Section ~~B.1.a., above~~. The in-bargaining unit earnings will be multiplied by the percentage increase that the nurse is scheduled to receive in **this** Section ~~B.1.a., above~~. 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 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 in this Section B.1.b., the nurse must meet all of the following criteria:
      - a) be in a C.N.A. at Alameda 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 Alameda represented classification during the relevant time period outlined in Section B.1.a., above.

- ii. Legally required deductions will be made against the lump sum issued pursuant to Section B.1.a., above. Union dues will not be deducted from this payment.
2. Effective October 1, 2021, the Hospital will apply a range adjustment of three percent (3%) in accordance with Section A.3., above.
3. Effective October 1, 2022, the Hospital will apply a range adjustment of three percent (3%) in accordance with Section A.3., above.
4. Effective October 1, 2023, the Hospital will apply a range adjustment of three percent (3 %) in accordance with Section A.3., above.

### **C. Salaries**

1. Advancement to Staff Nurse II

A Staff Nurse I shall receive the appropriate Staff Nurse I salary per month for the first six (6) months of employment and will move automatically to the first (1st) step for Staff Nurse II upon six (6) months employment. Upon completion of one (1) year of employment the Nurse will move to the second (2nd) step (or second year rate) for the Staff Nurse II and will thereafter continue to advance each year through the remaining annual steps.

2. Conversion Formula

The formula for converting hourly to monthly and daily compensation is:

- Hourly rate x 173.333 = monthly rate
- Hourly rate x 8 = daily rate

3. Part-Time: Regular Part-Time Nurses

Each regular part-time Nurse employed on a regular schedule of twenty (20) hours per week or more shall be paid the same rates of compensation as set forth for regular full-time Staff Nurses in the same ratio that the Nurse's regular schedule bears to a full-time schedule.

4. Short-Hour & SAN Nurses -- Daily Rates (as noted on wage grid - Appendix A)

### **D. Credit for Previous Experience**

1. Tenure Credit

Newly employed Nurses shall receive one (1) year tenure credit for salary purposes only for each year of recent experience. Credit for previous experience shall be given with Hospital verification.

2. Automatic Credit

Newly employed Nurses shall receive tenure credit for previous nursing experience pursuant to Paragraph 1 above automatically where a Nurse has been previously employed by an accredited acute care Hospital with "accredited" defined to be accreditation by the Joint Commission. Credit for previous nursing experience shall also be given, with Hospital verification, where a Nurse has been previously employed by military or civilian Hospitals operated by the U.S. Government.

3. Previous Part-Time Experience

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

4. Other Experience

Tenure credit for previous employment which does not fully conform to the above definition of previous experience shall be discussed at the request of the Association.

**E. Differential Pay**

Type of Differential	Amount
Evening Shift	11.5% of base hourly rate
Night Shift	20% of base hourly rate
Weekend Shift	5% of base hourly rate

1. Day shift: Begins at 7am and concludes at 3:30pm.
2. Evening shift: Begins at 3pm and concludes at 11:30pm.
3. Night Shift: Begins at 11pm and concludes at 7:30am the following day.
4. Weekend Shift: Begins on Friday at 11:00pm and concludes Sunday at 11:00pm.

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 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.

**F. Standby and Call-Back Pay**

**1. Standby**

**a. Conventional Standby**

Nurses on standby shall be paid at the rate of one-half (1/2) the straight time rate when on standby.

**b. Holiday Standby**

Nurses on standby on a paid holiday will be paid at the rate of three-quarters (3/4) the straight time rate of such Nurse.

**2. Call-Back**

**a. On Standby**

If called to work when on standby, a Nurse shall be compensated at time and one-half (1-1/2) the straight time rate, in such cash or compensatory time off, for all time worked when on standby

**b. Guaranteed Pay**

Nurses recalled to work in accordance with this section will be guaranteed two (2) hours work or payment in lieu thereof, except that a Nurse who is not on standby and who is called back within the Nurse's working day shall receive a guarantee of four (4) hours' work or payment in lieu thereof.

**G. Relief Charge Nurse/Coordinator Compensation**

RNs who agree with the Chief Nursing Officer (CNO) to assume charge nurse responsibilities shall receive additional compensation of twenty dollars (\$20.00) per shift. In the event no RNs voluntarily agree to assume charge nurse responsibilities, the CNO may assign the work to a qualified RN who will receive additional compensation of twenty dollars (\$20.00) per shift.

**H. Waivers**

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

a copy of such written waiver to the Nurse Representative designated by the Association for such purpose.

**I. Mandatory Certification/Education**

For all regular full-time and regular Part Time Nurses required to have ACLS or PALS certification, the Hospital will pay for the full costs of certification, or at the Hospital's option, provide for the certification/re-certification in-house at no cost to the Nurse.

For all regular full-time and regular Part Time Nurses required to have BCLS certification, the Hospital will provide for the certification/re-certification in-house, at no cost to the Nurse.

For all regular full-time and regular Part Time Nurses required to have BCLS and/or ACLS certification/re- certification, and the time spent in any other course or educational program required by the Hospital, the Hospital will pay for the reasonable time spent in completing one session of such courses/programs.

Such pay will be training pay, and it will not count as hours worked toward the calculation of overtime or any other premium pay. The training pay will be at the Nurse's regular straight-time rate of pay, plus, if applicable, any PM or night shift differential. Nurses shall not be required to use Educational Leave for the aforementioned courses/programs. However, if a Nurse is required to repeat course/programs because he/she failed to pass a relevant examination, he/she must use Educational Leave, vacation time or unpaid time for the repeat courses/programs.

**J. Payroll Errors and Paycheck Discrepancies**

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

**K. Preceptor/Preceptee**

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

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

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

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

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

Nurses who are assigned to the Nurse Preceptor role shall receive a premium of two dollars (\$2.00) per hour for all hours worked in the role of Nurse Preceptor. Routine orientation of a newly hired or transferring Nurse to a unit does not fall within the preceptor program and Nurses assisting in such orientation do not qualify for the preceptor differential.

**L. Bilingual Pay**

Upon approval of the manager, an employee occupying a position utilizing fluency in English and another language and requests bilingual pay shall complete the Bilingual Job Audit Questionnaire. Employees requesting Bilingual pay shall request Bilingual audit from the department manager. Upon review of the questionnaire and approval of the manager and Human Resources the employee shall receive an additional (\$40.00) per pay period compensation. An employee occupying a position utilizing fluency in English and



**ARTICLE 7**  
**JOINT LABOR MANAGEMENT COMMITTEE**

A Joint Labor and Management Committee (JLMC) may be convened by either party, but no more than bi-annually, to investigate recruitment and retention issues pertaining to nurse classifications represented by C.N.A. The JLMC shall consist of two members of the C.N.A. bargaining team appointed by C.N.A. and two representatives from Hospital Management. Findings shall be reported to the VP of Patient Care Services for Alameda Hospital for a final and binding decision. The JLMC shall have no recourse to ARTICLE 37 – Grievance and Arbitration.

**ARTICLE 8**  
**CHANGE IN EMPLOYMENT STATUS**

When a Nurse changes employment status as outlined below, without a break in service in accordance with Article 21, Seniority, the Nurse shall be subject to the following rules with respect to steps and accumulation of fringe benefits.

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

1. Stay on same step number and move to a new wage schedule if changing classification.
2. Keep same years of services for the purposes of step progression as provided in the relevant step structure, as described in Article 6 - **Compensation**.
3. Maintain fringe benefits accrued and continue to accrue the same fringe benefits on a pro-rated basis as outlined in this agreement.

**B. Regular (Full or Part Time) to Short Hour or SAN Across Same of Different Classification**

1. Stay on the same step number and move to the SAN or Short Hour wage schedule.
2. Keep same years of service for the purposes of step progression as provided in the relevant step structure, as described in Article 6 - **Compensation**.
3. The Hospital shall pay out earned and accrued vacation for which the Nurse is eligible and pay out earned and unpaid holidays.

**C. Regular Part Time to Regular Full-Time Across Same or Different Classification**

1. Stay on same step number and move to a new wage schedule if changing classification.

2. Keep same years of services for the purposes of step progression as provided in the relevant step structure, as described in Article 6 - **Compensation**.
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 SAN to Regular (Full or Part Time) Across the Sam or Different Classification**

1. Stay on same step number and move to the regular benefitted wage schedule.
2. Keep same years of service for step progression as provided in the relevant step structure, as described in Article 6 - **Compensation**.
3. Begin accruing fringe benefits as a regular **status nurse**, prorated by FTE.

**ARTICLE 9**  
**HOURS OF WORK**

**A. Definition of Workweek**

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. Definition of Overtime**

When a premium rate of pay is incurred as a result of hours worked.

**C. Compensation of Overtime**

General Conditions:

1. Actual work for the purpose of computing overtime does not include hours paid in non-work status, such as vacation, sick leave, and paid leaves of absence pursuant to Article 19 - Leaves of Absence.
2. 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 purpose of this paragraph only, a shift is defined as a minimum of eight (8) hours.
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.

#### **D. Assignment of Overtime**

The Hospital shall decide when overtime is needed. Overtime must be approved in advance by the Hospital. If it is not authorized in advance, the claim for overtime shall be subject to review by the Hospital.

Overtime shall be offered to nurses who are competent to perform the work needed, subject to the following:

1. First, the Hospital shall attempt to secure staffing that will not incur premium pay in the form of overtime by offering nurses an extra shift in accordance with Section P, below.
2. Secondly, if the need for overtime continues to exist, overtime shall be offered to nurses who volunteer and are immediately available and actually working in the unit where the overtime work is available. Among the volunteers, the Hospital will:
  - a. offer the overtime to a regular status nurse on the unit who was cancelled in the same pay period the overtime is being offered. If there is more than one (1) cancelled nurse volunteering for the overtime, the more senior nurse shall be awarded the overtime.
  - b. assign the overtime work by seniority, on a rotational basis, so that all regular status nurses on the floor who have volunteered can work the overtime before the rotation restarts.
  - c. assign the overtime work by seniority, on a rotational basis, so that all SANs nurses on the floor who have volunteered can work the overtime before the rotation restarts.
3. Thirdly, to all other nurses by seniority who have made themselves available and can report to work within a reasonable time, usually this is within approximately 30 minutes. This includes nurses that are working on a different unit within the Hospital.
4. Lastly, registry and travelers.
5. There shall be no mandatory overtime, except during a state of emergency declared by City, County, State, or Federal authorities, or during a short-term (not to exceed twenty-four hours) City or County mandatory diversion override.
6. A nurse shall not be cancelled from her/his regularly scheduled shift as a result of an overtime assignment or extra shift.
7. There shall be no duplication, pyramiding, or compounding of any premium wage payments.

#### **E. Work Schedule**

1. Full and part-time work schedules are eight (8) hours per, day excluding meal period.

2. Alternative Schedules

Upon mutual agreement alternate schedules may be established at the hospital including but not limited to ten (10) and twelve (12) hour shifts.

**F. Lunch Period and Payment for Lunch Time Worked**

1. 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. Meal periods are neither time worked nor time on pay status, unless the Hospital requires a nurse to remain on the job at a workstation. Whenever the hospital permits a nurse to perform work during a meal period, the meal period shall be considered time worked.
2. The Hospital will make every effort to ensure that the nurse has the opportunity to take a meal break in accordance with F.1., above. As soon as practicable, if and when 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 his/her shift.
3. If following such notification, the Hospital is unable to provide an alternate meal break, the nurse shall submit, in writing, to his/her supervisor (or designee) for signature, declaring that: (1) the nurse was unable to take a meal break; (2) the nurse notified his/her supervisor (or designee) that s/he was unable to take a meal period; and (3) the nurse was not offered an alternate meal period. Absent extenuating circumstances, this shall be submitted and signed off on before the conclusion of the nurse's shift.
4. If the process outlined immediately above in Section F.2-3. is satisfied, the hours worked during what would have been the nurse's meal period shall be compensated at one (1) hour of pay at the nurse's base rate of pay.
5. If the nurse fails to comply with Section F.2-3., above, the Hospital shall have no obligation to pay the premium associated with a missed meal period.
6. The Hospital shall use its best efforts not to schedule the lunch break during either the first two (2) hours or the last two (2) hours of the shift.
7. While deviations may occur from time to time, the Hospital recognizes that, as a matter of best practice, meal periods should be pre-assigned so that nurses know, at the start of their shift, when is their scheduled meal period.
8. Payments for missed meal periods do not qualify as hours worked for the calculation of overtime.

**G. Rest Periods**

1. 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 12 (twelve) hour shift. Nurses assigned to six (6) hour shifts shall be entitled to one (1) rest

period of fifteen (15) minutes per shift.

2. The Hospital will make every effort to ensure that nurses have the opportunity to take rest period(s) by assigning the rest periods at the beginning of the shift. 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 writing, 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.
3. If the Hospital fails to provide a Nurse with one or more of the required rest periods during a shift, it shall pay the Nurse one (1) hour of pay at the Nurse's regular rate of compensation for the shift. If the nurse fails to inform her/his supervisor (or designee) of an inability to take a break by the end of the shift, the Hospital shall have no obligation to pay for the missed break.
4. The Hospital shall have a nurse whose primary responsibility is lunch and break relief. When covering lunch and breaks the Hospital shall adhere to the nurse to patient ratios at all times.

#### **H. Timekeeping**

Upon request from a nurse, the Hospital shall provide information regarding the employee's timecard and pay for the prior and current pay periods. In the event this information becomes automated and electronically accessible by the nurse, the Hospital shall provide notice to the nurses and the Association.

#### **I. Mandatory Meeting OT Pay and Notification**

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

#### **J. Night Shift OT Pay**

Night shift RNs working into the day shift for the purpose of attending mandatory meetings or a double shift shall be compensated at the night shift rate for compensation and OT purposes.

#### **K. Weekends Off**

1. Definition of Weekend

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

2. Guarantee of Weekends Off

- a. The Hospital will use its best effort to grant each regular full-time and regular part Time Nurse every other weekend off to nurses who work in areas that require staffing seven (7) days a week.

- b. If the Hospital requires such a Nurse to work more than two (2) consecutive weekends in a row, or more than thirteen (13) weekends in the twenty-six (26) week cycle, the Nurse will receive an additional day of pay or paid vacation for work performed on the third (3rd) consecutive weekend and each succeeding weekend worked until granted a weekend off, and for each weekend worked in excess of thirteen (13) in the twenty-six (26) week cycle, but these penalties shall not be duplicated for the same weekend worked. The penalties, if any, shall be paid in a pay period immediately following the end of the twenty-six (26) week cycle.
- c. 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.
- d. The premium pay may be waived with written agreement from the individual nurse.
- e. Waiver in Case of Catastrophe In the event of a major catastrophe, the Association waives any premium pay provided for third and subsequent consecutive weekends worked.

**L. Rest Between Shifts**

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

**M. Waivers**

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

**N. Premium Pay after Seven (7) Consecutive Days of Work**

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

**O. Posting of Work Schedules**

- 1. Nurse schedules will be available for viewing two (2) weeks in advance of the Final Schedule.
- 2. The Hospital shall not amend a nurse's work schedule without at least two weeks' notice to the affected Nurse without mutual agreement. Insofar as practicable, the Hospital shall update

posted work schedules as changes occur.

3. The Hospital will, when practicable, make reasonable efforts to grant Nurse's requests for preferred workdays.
4. It is the intent of the Hospital to assure for the smooth operations of the units and to ensure that a consistent number of staff are scheduled on each day. This may mean that the "core schedule" may need to be changed either from time-to-time or on a regular basis due to hospital census and RN availability.
5. SANs: SANs shall submit their availability for their home unit in accordance with Article 5 – Personnel Categories during the fifth (5<sup>th</sup>) week preceding the start of the new schedule. Submissions must be received before the conclusion of the 5<sup>th</sup> week. SANs nurses shall be informed of whether they have been confirmed for any of the shifts offered by no later than the beginning of the fourth (4<sup>th</sup>) week preceding the start of the schedule.
  - a. Shifts will be awarded in seniority order.
  - b. SAN nurses who make themselves available for more shifts than required under Article 5 - Personnel Categories, shall be awarded shifts, by seniority only up to their scheduling availability requirement.

- P. Extra Shifts.** AHS shall determine when extra shifts are available. Extra shifts shall be made available to qualified nurses through the Hospital's scheduling system and awarded by seniority according to the following order of preferences.

<b><u>Weeks Prior to Begin Date of Final Schedule</u></b>	<b><u>Classifications Eligible for Bidding</u></b>
4 weeks or more	Short-Hour and Part-Time
3 weeks	SANs
2 weeks	SANs, Short-Hour and Part-Time
1 week	First available, first confirmed

No employee may be awarded extra shifts that would result in the employee being scheduled to work more than forty (40) hours in a work week. Nothing in this section releases SAN employees from meeting their minimum requirements as described in Article 5 - **Personnel Categories**.

Extra shift assignments will be confirmed according to the following process:

1. A "Week" in this graph is a work week as defined in §A above. Requests to work an extra shift must be submitted by 11:59PM on Saturday of the referenced tier.
2. During the "2 Weeks, 3 Weeks, or 4 weeks or More" tiers, Nurses will receive confirmation of extra shift assignments on the Tuesday of the following week. If the Tuesday is a holiday, confirmations will be sent on the following day.
3. The confirmations for the "1 Week" tier will be made for the first eligible request.

**Q. Three-fifths (3/5) and Four-fifths (4/5) Option**

Regular full-time and regular Part Time Nurses shall have the right to elect a regular schedule of three (3) or four (4) shifts per week after two (2) years of service, provided, however, that the Nurse must remain on the same shift. The Hospital will make good faith efforts to convert to 3/5 or 4/5 status within sixty (60) days after the Nurse's request, and, in any event must convert the Nurse within six months of the Nurse's request. The Nurse may elect a reduction in workdays no more often than once every twenty-four (24) months. The parties agree that any Nurse who is confronted with unforeseen extenuating circumstances, and who has less than two (2) years of service or has requested a reduction within the last twenty-four (24) months, may request a reduction of hours, and such request will be considered, and not unreasonably denied by the Hospital.



**ARTICLE 10**  
**SICK LEAVE**

**A. Accumulation**

Each regular Nurse shall accumulate sick leave at the rate of one (1) day for each month of employment.

**B. Waiting Period**

A Nurse is not entitled to any paid sick leave during the first ninety (90) days of continuous employment; thereafter, credit on the above basis is granted from the first (1st) day of employment. Paid sick leave shall commence with the second (2nd) day of illness upon the completion of ninety (90) days of continuous employment, except for Hospitalization or if the Nurse is ordered to remain off work by the examining physician. Paid sick leave shall commence with the first (1st) day of illness upon the completion of twelve (12) months of continuous employment.

**C. Payment of Sick Leave**

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

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

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

**D. Proof of Disability or Illness**

Sick leave is to be used for only bona fide illness or injury to the Nurse or for other, legally permitted purposes (example: FMLA, Kincare, etc.)

A Nurse who has been on sick leave for three (3) or more consecutively scheduled days must, upon return to work, give the Hospital a doctor's excuse for the absence.

In addition, the Nurse must provide reasonable proof of illness when:

1. The Nurse has a demonstrable pattern of sick leave abuse, or
2. The Supervisor has good reason\* to believe the absence was for an unauthorized reason.

(\*It will be considered that a Supervisor "has good reason" if a prudent person would also believe the absence was for an unauthorized reason).

If it is found that any of the time off was for reasons that would qualify as a protected leave, and that the employee was qualified for such leave, the counseling or disciplinary action will be reconsidered on that basis.

**E. Integration of UCD Benefits**

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

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

**F. Sick Leave For Regular Part Time Nurses**

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

**G. Sick Leave During Vacation**

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

**H. Sick Leave Account**

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

**I. Additional Sick Leave Utilization**

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

**J. Reduction of Hours**

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

**K. Affirmative Protected Leave Language**

The Hospital shall add the affirmative protected leave language on all counseling/disciplinary forms as follows:

"Your record was checked to confirm you were not on an official leave status for any protected leave, prior to this counseling/discipline being administered.

If you feel that your time off is under a protected leave, please contact Human Resources for details.

If it is found that any of the time off was for reasons that would qualify as a protected leave, and that you were qualified for such a leave, the counseling/disciplinary action will be reconsidered on that basis."

## **ARTICLE 11**

### **VACATIONS**

#### **A. Eligibility**

##### **1. Full Time**

Two (2) calendar weeks' vacation shall be granted to all regular Nurses, with pay therefore at the rate of two (2) workweeks (ten (10) workdays) for twelve (12) months' continuous employment. Three (3) calendar weeks' vacation shall be granted to all regular Nurses, with pay therefore at the rate of three (3) workweeks (fifteen (15) workdays) after two (2) years of continuous service. Four (4) calendar weeks' vacation shall be granted to all regular Nurses, with pay therefore at the rate of four (4) workweeks (twenty (20) workdays) after five (5) years of continuous service. Five (5) calendar weeks' vacation shall be granted to all regular Nurses, with pay therefore at the rate of five (5) workweeks (twenty-five (25) workdays) after ten (10) years of continuous service.

##### **2. Regular Part Time**

Prorated vacation benefits shall be granted to regular Part Time Nurses when they have completed one (1) calendar year of continuous service during which they have been employed on a regular schedule of twenty (20) or more hours a week. Benefits shall be on a regular schedule of twenty (20) or more hours a week. Benefits shall be in the same ration that Nurse's schedule bears to a full-time schedule.

#### **B. Vacation Option**

Each Nurse eligible for two (2) weeks or more of vacation may at the Nurse's option elect to take an extra week of vacation without pay. No more than one extra week of vacation may be taken in this manner. To implement this provision, each Nurse wishing to exercise this option shall notify the Hospital during the vacation scheduling period as outlined in Section C - Scheduling of Vacation below.

## C. Scheduling of Vacation

### 1. Selection Procedure

There shall be two (2) scheduling periods each year for Nurses' selection of vacation time.

- a. December 1 through December 31 for May 1 - October 31

(Hospital to return the approvals/denials to nurses by January 15), and

- b. June 1 through June 30 for November 1 - April 30

(Hospital to return the approval/denials to nurses by July 15)

Vacation request forms shall be distributed to all Nurse Stations. ~~Such forms will be returned to the to all Nurse Stations.~~ Such forms will be returned to the Hospital by the Nurse by December 31 and June 30 respectively, for the periods indicated. Copies shall be made in duplicate with the Nurse retaining one (1) for his/her file.

### 2. Length of Service

If staffing and patient care requirements do not permit all Nurses requesting a certain vacation preference to take their vacations over the same period, length of service in the Hospital shall be the determining factor within each unit.

### 3. Vacation Segments

A Nurse may split vacation into two (2) segments provided that no segment shall be less than one (1) week. Notwithstanding the above, at the written request of a Nurse, and by mutual agreement with the Hospital, up to one (1) week of vacation may be set aside to be taken in daily segments. The Hospital shall provide a copy of such request to the Nurse Representative designated by the Association for such purpose.

### 4. No Seasonal Ban

A request for vacation shall not unreasonably be denied because of the season of the year.

### 5. Deferred Vacation

It is the intention of the parties of this Agreement that the vacation time to which a Nurse is entitled shall be taken each year. A Nurse may, because of a disability which may necessitate a postponement of the vacation or because of an approved absence, or through mutual written agreement with the Hospital, defer earned vacation beyond the year during which the vacation would otherwise be taken.

Earned vacation shall not be lost by reason of the provision of this paragraph.

**D. Prorated Vacation Pay**

Nurses shall be eligible for prorated vacation after six (6) months of employment. Any Nurse who is eligible for vacation under the terms of this Memorandum of Understanding shall be entitled to terminal vacation with pay therefore prorated on the basis of actual months of service.

**E. Vacation Sell Back**

Employees may elect to cash out up to one half of their annual vacation each calendar year.

**ARTICLE 12**  
**HOLIDAYS**

**A. Recognized Holidays**

1. Regular Holidays

The following holidays shall be recognized:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Nurse's Birthday

The holidays listed above shall be observed on those days designated by Alameda Hospital except that Nurses who work on any of the following actual holidays (when the actual holiday is different from the observed holiday) of New Year's Day, Christmas Day and Independence Day shall be eligible for holiday pay as outlined in this Agreement. If the nurse works both the actual and observed holiday, the nurse shall only receive holiday pay for observed holiday worked, not the actual holiday worked.

2. Floating Holiday

Each regular Nurse with ninety (90) days of employment shall become eligible for two (2) floating holidays per year. Each anniversary year the Hospital and the Nurse shall agree on the days which shall be taken by the Nurse as floating holidays. If the Hospital and the Nurse do not reach such agreement, one (1) or two (2) days shall be

added to the Nurse's next vacation.

3. Birthday Option

A Nurse's birthday holiday option may be exchanged for another day by mutual consent.

4. Confirmation

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

5. Major Holiday Off

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

Christmas Day or New Year's Day

6. Observance

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

**B. Eligibility**

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

**C. Definition of Holiday Shift**

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

**D. Day Off on a Holiday**

If a holiday falls on the Nurse's regular day off, the Nurse shall be granted another day off as holiday time.

If the holiday falls within the Nurse's vacation, one (1) day shall be added to the Nurse's vacation.

**E. Payment for Work on a Holiday**

Any eligible Nurse who works on a recognized holiday shall, in addition to holiday pay (if any),

receive one and one-half (1 ½) times the Nurse's regular hourly pay for all the hours so worked. However, a Nurse who works on a paid holiday may have the option to waive the holiday pay, if any, to which the Nurse is entitled (not the time and one-half (1 ½) for hours worked on the holiday) and instead of holiday pay, take compensatory time off without loss of salary at a later date. The date upon which the Nurse takes the compensatory time off shall be set only by mutual agreement between the Nurse and the Hospital. If such mutual agreement on a date cannot be reached, the Nurse shall take such compensatory time off without loss of salary at the conclusion of the Nurse's next vacation period or as payment upon termination from the Hospital, whichever comes first.

**F. Rotation of Holiday Time**

The Hospital shall use its best effort to rotate equitably holiday time off among regular Nurses for each unit. This provision shall not affect ~~ARTICLE 10~~ Section A.5., **above**, guaranteeing each regular Nurse at least one (1) of the following holidays off: Christmas or New Year's Day.

**G. Holiday Occurring During Sick Leave**

A paid holiday to which a Nurse is entitled will not be subtracted from paid sick leave accumulation.

**H. Holiday for Regular Part Time Nurses**

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

**I. Standby Pay on Holidays** [See ARTICLE 6.F – Compensation]

**ARTICLE 13**

**GROUP HEALTH, DENTAL & PRESCRIPTION DRUG PLANS**

Group plans shall be provided according to this article or the Affordable Care Act, whichever provides a greater benefit.

**A. Scope**

The Hospital will enroll all eligible regular full-time and eligible regular part-time Nurses and their eligible dependents covered by this Memorandum of Understanding (MOU) in its current HEALTH PLAN, DENTAL PLAN, PRESCRIPTION DRUG PLAN AND VISION CARE PLAN, at the Hospital's expense; except for Kaiser HMO plans, which are subject to cost sharing as described in the open enrollment documents provided to employees. ~~An outline of the~~ **Information about** current benefits ~~structure~~ is included as APPENDIX D of this MOU. Eligible employees may select among the Kaiser HMO health plans beginning the 2021 open enrollment period.

The Hospital shall provide a Wellness Program and all Nurses covered by this MOU, including their spouse or registered domestic partner and eligible dependent children, shall be eligible to enroll in the Wellness Program at no cost. The Hospital will cover the tests and screening expenses associated with the Wellness Program as determined by the administrator of the program in order to appropriately screen for indications of potential health problems.

**B. Notification of Material Changes**

The Hospital agrees to notify all benefit eligible Nurses of any material change(s) in the Health Plan that would have an effect on them. This includes, but may not be limited to: change in Health Plan Administrators, change in net work and/or access, etc. Note: Language and coverage to be amended in accordance with the Health Care Reform as required.

**C. Eligibility of Nurses**

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

**D. Family Coverage**

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

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

An unmarried registered domestic partner of the same sex as the Nurse who must be at least eighteen (18) years of age, not married to any other person and not committed to any other Domestic Partner, living together in a long-term relationship of indefinite duration and with an exclusive mutual commitment similar to that of a marriage, and agreement by the partners to be financially responsible for each other's well-being and for each other's debts to third parties. Eligible Nurses shall sign and file an affidavit with the Hospital declaring that the conditions stated are met. Eligible Nurses shall supply documentation of registration with the State of California.

**E. Coverage During Disability**

The Hospital will continue coverage of a Nurse disabled for work by a job-connected injury or illness as determined by the Workers' Compensation Appeals Board during such disability up to a maximum of twelve (12) months.



**ARTICLE 14**  
**DISABILITY INSURANCE BENEFITS**

**A. Participation**

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

**B. Employee Options**

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

1. Option 1. Not applying for disability insurance benefits and using accrued sick leave and vacation or;
2. Option 2. Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include sick leave and vacation. The choice to integrate accrued and extended sick leave only with SDI benefits may not be waived by the employee or AHS.

**C. Amount of Supplement**

The amount of the supplement provided in this section for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal net, not gross salary rate, including premium conditions specified in Article 5 or any other provision of this MOU, and the "weekly benefit amount" multiplied by two (2) and divided by 80.

**D. How a Supplement To SDI Is Treated**

Hours, including fractions thereof, charged against the employee's accrued leave as a supplement to disability insurance benefits will be regarded as hours of paid leave of absence.

**E. Paid Time Off** shall be accrued based upon the proportion of the hours, charged against the employee's accrued leave balances to the regular pay period.

**F. Health and Dental Plan Coverage In Conjunction With SDI**

For purposes of determining eligibility for AHS's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued leaves shall be regarded as on paid status for their regular work schedules with regard to the days for which such supplement is paid.

**G.** The group health care providers will permit employees who are dropped from health and/or dental plan coverage because of exhaustion of their accrued leaves, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Article 11 herein.

**ARTICLE 15**  
**LONG TERM DISABILITY INSURANCE**

A long-term disability insurance policy will be made available for the employee only. Coverage can be purchased through payroll deduction. This policy is subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contract.

**ARTICLE 16**  
**LIFE INSURANCE**

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

**ARTICLE 17**  
**RETIREE HEALTH CARE**

**A. Retiree Health Care Bridge 63 ½ to 65**

Alameda RNs with a minimum of 15 years continuous benefitted service at the time of retirement retiring between the ages of 63 *Yi* to 65 years of age, will be eligible to receive a monthly retiree health care stipend of one-hundred and fifty dollars (\$150.00). This retiree health care stipend must be put toward a bona fide health care plan or COBRA continuation.

**B. Retiree Health Care 65 years of age and beyond**

RNs participating in the Hospital's Retiree Health Care Bridge program and newly retired RNs with a minimum often (10) years continuous benefitted service at the time of retirement shall receive a quarterly Medicare supplement stipend of three hundred dollars (\$300.00). This Medicare supplement stipend must be put toward a bona fide Medicare supplemental insurance program.

**ARTICLE 18**  
**RETIREMENT PROGRAM**

**A. Steelworkers Pension**

1. Benefit Plan

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

2. 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 Wage Month by all Covered Employees.

3. Covered Employees

Covered Employees are all regular full-time and part-time benefited employees employed within the UNION's Bargaining Unit who were actively employed by the EMPLOYER for any length of time during the Wage Month. The Employer is required to make a contribution on a Covered Employee whose employment is terminated during the Wage Month.

4. Payment of Contributions

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

5. Coverage – Newly Hired Employees

Newly hired employees whether or not previously covered by 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 (13<sup>th</sup>) month of employment. (Access the Summary Plan Description online for information regarding the Steelworkers Pension).

6. Benefit Accrual Rate

Section B herein provides for a Contribution Rate of ten percent (10%) of total compensation.

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 twenty-five percent (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.

**B. Defined Contribution Plans**

Eligible nurses may participate in the Hospital's 457(b) and 403(b) defined contribution plans generally available to other policy-covered staff at Alameda Hospital, in accordance with Plan documents.

**ARTICLE 19**  
**LEAVES OF ABSENCE**

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

**A. Disability Leaves**

Any Nurse who has been continuously employed by the Hospital for at least one (1) year may be granted a leave of absence upon proper proof of physical or mental disability. Such leave shall not be more than six (6) months, except in the case of industrial injury, which shall be handled in accordance with the law.

Disability leaves shall be extended for an additional period up to six (6) months upon a physician's statement of the Nurse's continued disability.

**B. Use of Accruals**

A Nurse shall not have to use leave accruals for an authorized leave of absence.

**C. Written Authorization**

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

**D. Change of Anniversary Date**

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

**E. Return From Leave of Absence**

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

1. If the leave is thirty (30) days or less, the Nurse shall be returned to her/his former position, shift and unit.
2. If the leave is over thirty (30) days, the Nurse shall be returned to her/his former position, shift and unit if the position is available. If the position is not available upon the Nurse's return, the Nurse shall be reinstated in a substantially similar position or department and given the first opportunity to fill a vacancy in the original department for which she/he is qualified. These provisions do not automatically apply if the Hospital has Nurses on layoff when the Nurse returns from a leave of absence. However, these provisions will apply again when the Hospital no longer has Nurses on layoff.
3. A Nurse may return prematurely from a leave of absence by presenting a written notice of intention to return to work within two (2) weeks, or by mutual agreement between the Nurse and the Hospital.
4. In cases of disability leaves, a doctor's statement indicating the Nurse's physical ability to resume her/his normal duties must be submitted.

**F. Paid Educational Leave**

1. Eligibility Criteria

a. Scope

A regular Nurse shall earn leave with pay to attend courses, institutes, workshops or classes or home study of an education nature.

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

- i. The Nurse applies in advance in writing specifying the course, institute, workshop or class the Nurse wishes to attend;
- ii. The Nurse obtains permission from the Director of Nursing, or their designee to attend;
- iii. Such leave shall not interfere with staffing; For educational leave of five (5) or more consecutive days, the Nurse's application should be made at least thirty (30) days before the intended leave.

b. No Unreasonable Denial

Permission for such education leave will not be unreasonably denied.

2. Yearly Basis

The regular non-probationary full-time Nurse shall receive six (6) days educational leave per fiscal year, July 1 through June 30. The regular Part Time Nurse shall be eligible for paid educational leave on a prorated basis.

<u>90% or more FTE:</u>	<u>Six (6) days (48 hours)</u>
<u>80% FTE:</u>	<u>Five (5) days (40 hours)</u>
<u>70% FTE</u>	<u>Four and a half days (36 hours)</u>
<u>60% FTE:</u>	<u>Four (4) days (32 hours)</u>
<u>50% FTE:</u>	<u>Three (3) days (24 hours)</u>

3. Accumulation

Educational leave may not be accumulated from year to year, unless a request has been submitted six (6) weeks in advance and denied. If the request is denied, the hours may be rolled over to the following year.

4. Leave at Request of Hospital

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

5. Leave at Option of Hospital

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

6. Guidelines

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

- a. Formally organized courses in nursing;
- b. Formally organized courses in related subjects leading to a degree in nursing;

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

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

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

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

#### 7. Method of Payment

- a. Educational leave shall be paid regardless of whether the educational program occurs on a day the Nurse is scheduled to work or not.
- b. The following principles shall govern:
  - i. If the educational program has a duration of four (4) or more hours within or without a shift in whole or in part, the Nurse will be excused from their shift and receive eight (8) hours educational leave for such day, or up to a maximum of the Nurse's regular schedule if less than eight (8) hours.
  - ii. If the educational program has a duration of less than four (4) hours and falls within the Nurse's shift in whole or in part, the Nurse will be paid for hours spent at the educational program and will work the balance of their shift, or at the option of the Hospital, the Nurse can be excused from her/his entire shift and be paid eight (8) hours educational leave pay, or up to a maximum of the Nurse's regular schedule if less than eight (8) hours. The Hospital shall notify the Nurse of the option it elects at the time it approves the leave request. In no case shall the combination of paid work time and paid educational leave exceed eight (8) hours per day, or the Nurse's regular schedule if less than eight (8) hours.
  - iii. If the educational program has a duration of less than four (4) hours and falls entirely outside of the Nurse's shift, the Nurse shall

not receive educational leave pay unless the program falls under Home Study. In view of the fact that Nurses assigned to the night shift of operations seldom, if ever, have educational programs available during their normal hours of work, an exception to this sub-section will be as follows: A night shift Nurse who attends educational program which would otherwise qualify under the educational leave and pay provisions but falls entirely outside of the Nurse's night shift, may accumulate such educational leave time until they have accumulated the equivalent of full shift. At that time, equivalent paid time off at the mutual convenience of the Hospital and the Nurse will be arranged. If the approved educational program is six (6) hours or more in duration, the Hospital will excuse the Nurse from the night shift either immediately preceding or immediately following the program. The night shift from which the Nurse shall be excused shall be mutually agreed upon by the Nurse and the Hospital, and the deduction from accrued educational leave shall be equal to the Nurse's normally scheduled shift.

- c. If written application for a paid or unpaid educational leave is received at least six (6) weeks prior to the effective date of the leave, the Hospital will give written confirmation of approval or disapproval no later than four (4) weeks prior to the commencement of the leave. If written application is received less than six (6) weeks prior to the commencement of the leave, the Hospital will give such written confirmation within two (2) weeks of receipt of the application.
- d. Education Leave for Home Study will be paid on the basis of one (1) hour of Education Leave for each CEU of Home Study Credit.

8. Educational Leave Conversion

A Nurse shall have the option of converting any or all of the value of their accumulated educational leave to pay for tuition at educational nursing programs. To qualify for such reimbursement the Nurse shall obtain permission in advance from the Director of Nursing, or their designee to attend, and the Nurse must present a bona fide receipt for tuition.

**G. Professional Leave**

1. Extended Association Leave

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



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

2. Short Term Association Leave

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

3. Bargaining Committee Leave

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

**H. Parental Leave**

Parental leave without pay up to six (6) months shall be granted to regular full-time and regular Part Time Nurses with one (1) or more years of continuous service. This leave may be extended up to an additional six (6) months upon mutual agreement between the Hospital and the Nurse.

The Hospital agrees it will not unreasonably withhold consent to extending the parental leave. Three (3) weeks' notice in writing to the Hospital is required for return from parental leave of absence.

**I. Bereavement Leave**

Bereavement leave providing for five (5) days leave of absence shall be granted to regular Nurses after ninety (90) days of employment in cases of death in the Nurse's immediate family or household. Immediate family shall be defined to include spouse, mother, father, domestic partner, daughter, son, sister, brother, grandparent and current mother and father-in-law. A nurse shall make a request for bereavement leave within thirty (30) calendar days of the death. In circumstances that require the nurse to take bereavement leave after (30) calendar days of death, the Hospital shall not unreasonably deny such request.

**J. Family Leave**

In the case of any conflict between this Memorandum of Understanding, the California Family Rights Act of 1991, the Federal Family and Medical Leave Act of 1993, and/or State or Federal Pregnancy Leave Law, the contractual or statutory law that is the most protective of employee

rights shall prevail. However, in any event, a Nurse may elect, but may not be compelled, to use any accrued vacation, holiday or sick leave during Family Care Leave. Also, a Short-Hour or Per Diem Nurse may take Family Leave. Simply by virtue of taking Family Leave, a Short-Hour or Per Diem Nurse does not become eligible for any benefit for which the Nurse is not already eligible.

**K. Personal Leaves of Absence**

1. **Eligibility:** All regular full-time and part-time employees (scheduled 24 hours per week or more) who have worked for AHS at least one year may be granted a Personal Leave of Absence without Pay at the sole non-grievable discretion of the Hospital. These eligibility requirements of may be waived at the sole non-grievable discretion of the Hospital.
2. **Duration:** Personal Leaves may be granted for a maximum of six (6) months. This six (6) month maximum requires the use of accruals where accrued.
3. **Benefits While on Leave:** AHS will continue to pay for the employer's share of health and welfare benefits while the employee is using paid leave. For unpaid leaves of absence, the employee may continue coverage at their own expense in accordance with Hospital policy and processes governing payment of health ad welfare costs. During an unpaid leave, the employee ceases accruing paid leave benefits.

**L. No Seasonal Ban**

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

**ARTICLE 20**

**PAY FOR JURY DUTY**

- A.** A Nurse called for jury duty will be granted leave with pay for actual time spent on jury duty service and in related travel, not to exceed the number of hours in employee's normal work day and the employee's normal work week. As a condition to the paid leave, the Nurse must notify the Hospital as soon as reasonably possible after receiving notice to report to jury duty and must produce a receipt from the Court that they have been called or served.

**B. Action If Excused From Duty**

If a Nurse is excused from serving in time to complete a portion of the Nurse's shift, the Nurse will advise the Hospital by telephone and if requested to do so, return to the Hospital to complete that shift. Otherwise, the nurse may utilize available time off to cover the remainder of his/her shift.

**C. Grand Jury**

The above provisions do not apply to a Registered Nurse serving Grand Jury Duty.

## **ARTICLE 21**

### **SENIORITY**

#### **A. Accumulation of Seniority**

Seniority shall be based upon accumulated length of service at the Hospital, within the bargaining unit. In the case of a tie in seniority, the more senior nurse shall be the one whose date of hire at Alameda Hospital precedes that of the other nurse(s). If the dates of hire at Alameda Hospital are the same, the nurse who submitted their application first shall be deemed the more senior. If the applications dates are the same, the nurse that obtained their nursing license first shall be deemed the more senior.

#### **B. Calculation of Seniority**

Nurses (SAN, Short-Hour, and Regular full-time and part-time status) shall be credited with one year of seniority for each year of employment within the bargaining unit at Alameda Hospital, subject to Section C., below.

#### **C. 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 90 (ninety) days. Thereafter, seniority will be broken by:
  - dismissal for just cause;
  - voluntary resignation;
  - 18-months following the effective date of a layoff, including where the nurse accepted severance; or
  - Accepting a position at Alameda Hospital not covered by the Memorandum of Understanding for a consecutive period of six (6) months or more.
2. In cases where seniority is broken, the Nurses shall have a new seniority for purposes of shift bids, bidding for a vacant position, cancellation and temporary and permanent layoff.

## **ARTICLE 22**

### **PROBATIONARY PERIOD**

- A. A regular full-time Nurse may be dismissed without recourse to the grievance procedure during the first ninety (90) days of employment.
- B. A regular Part Time, short-hour, SANs, or temporary Nurse may be dismissed without recourse to the grievance procedure during the first four (4) months of employment or the first five hundred twenty (520) hours of work, whichever is the lesser span of time.

**ARTICLE 23**  
**REDUCTION OF STAFF**

**A. General Conditions**

If, in the judgment of the Hospital, a cancellation, temporary layoff or indefinite layoff is necessary, staffing levels will be reduced in accordance with this Article. The Hospital shall determine the unit of layoff and/or cancellation, and which positions are to be subject to layoff or cancellation. When the Hospital determines that there is to be a layoff within the bargaining unit, it shall give the Union advance notice in accordance with this Article.

**B. Definitions**

1. A cancellation also referred to as an Excused Absence (EA) is one for which the need to reduce staff occurs suddenly and shall not affect an employee longer than the nurse's scheduled shift for the day.
2. A temporary layoff is one for which the Hospital specifies an affected employee's date for the return for work of not more than fourteen (14) calendar days from the effective date of the layoff.
3. An indefinite layoff is one for which the affected employee received no date for return to work or a reduction in FTE rate of a non-probationary regular employee and no date of restoration to his/her former FTE.

**C. Cancellation and-EA (Excused Absence) Reduction**

In an effort to reduce EAs, the Hospital shall offer orientation and alternate assignment modules and participation in standing committee assignments. Information on the progress of these efforts will be shared at the quarterly joint PPC/Nurse Manager Meetings.

Nurses shall have the option of utilizing any mandatory trainings in lieu of an EA day. RNs may be required to complete the training modules in lieu of an EA day.

No part time or full time nurse shall be mandated to take more than ten (10) EA days in a calendar year. Mandated EA days shall be distributed according to inverse seniority and by rotation.

RNs may notify the staffing office forty-eight (48) hours in advance of their availability for a voluntary EA day. A voluntary EA day will be granted in the order in which the notification was received and the staffing office will note the date and time the requests were submitted.

Nurses who received a mandatory EA day in the pay period may make themselves available for extra shifts of work and shall be moved to the top of the availability list for work up to their FTE.

1. Order

Should a Nurse be cancelled from her/his scheduled shift, the order of cancellation shall be in accordance with the following:

- a. RNs incurring overtime on the shift (excluding a nurse working per Article 9 – Hours of Work §.D.6);
- b. Volunteers who want to cancel their shift;
- c. RNs working as Travelers or through a registry in that impacted unit;
- d. Non-benefited, Short-hour and SAN nurses by inverse seniority and by rotation;
- e. Benefited, Full-time and Part-Time RNs by inverse seniority and by rotation.

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

In accordance with the reduction in force language above, any full-time or part-time (benefited) RN facing potential reduction in their FTE due to a mandatory EA may make themselves available in that pay period for any shift in a department for which they are competent. The RN will have bumping rights over any registry/traveler or RN working overtime during that pay period (including bumping a more senior RN on overtime) in order to meet their FTE provided the RN bumping will not incur overtime. The RN has the option to waive premium pay but they may not waive overtime pay. Bumping does not apply to displacing regularly scheduled core RNs in other work units.

Nurses shall have access to the record of EA days each Nurse has taken. The Hospital shall offer volunteers or impacted employees the ability to use accruals.

2. Notice and Cancellation Pay

Except as provided for in Article 6 – Compensation, Section E. Standby and Call-Back Pay, a nurse who reports to work as scheduled without receiving prior notice, shall either be paid for a minimum of four (4) hours pay in lieu of work for the day or shall be assigned work for a minimum of four (4) hours for the day. This shall be determined by the manager.

Except as provided for in Article 6 – Compensation, Section E. Standby and Call-Back Pay, a nurse who is scheduled to work and is cancelled with less than two hours' notice but before actually reporting to work, shall be paid for one (1) hour of pay for the day.

- a. The manager (or designated staffing official) shall use the contact information on file for purposes of contacting a nurse to inform them that their shift has

been cancelled. It shall be the responsibility of the nurse to update their manager (or designated staffing official) with appropriate contact information.

- b. The manager (or designated staffing official) shall maintain a written legible record of the exact time and date of when the nurse was contacted.

#### **D. Temporary Layoff**

If the Hospital determines that at temporary layoff of fourteen (14) days or less is imminent, it shall be implemented in accordance with the provisions of this Section.

1. In the event of a potential temporary layoff, or to ease its impact, the Hospital shall:
  - a. Call off registry, travelers, SANs in that order
  - b. Offer work sharing options
  - c. Temporarily reassign the affected employee to an alternative assignment where available and the employee is qualified
  - d. Offer affected employees the opportunity to use accruals
2. If after seeking and implementing the alternatives above, the Hospital determines that the need to temporarily layoff employees continues to exist, the temporary layoff shall be implemented by inverse seniority.
3. Work-Share
  - a. The Association and the Hospital may agree to implement a “work sharing” program where nurses work on a reduced hours basis and “share the work” in order to mitigate the impacts of a temporary layoff. The duration and requisite schedules shall be subject to agreement between the parties.
  - b. Voluntary days off on low census days when work sharing is agreed upon and implemented may be taken without loss of accruals.

#### **4. Notice**

When the Hospital identifies particular employees to be affected by a temporary layoff, it shall give the employee and the Union written notice of the expected beginning and ending dates of the temporary layoff, as follows:

- a. The Hospital shall give, if feasible, seven (7) calendar days’ notice of the expected beginning and ending dates of the layoff to the affected employee(s).

- b. If less than seven (7) calendar days' notice is granted, the affected employee(s) shall receive straight time pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given seven (7) calendar days' notice. Pay in lieu of notice is provided for reduction in FTE only to the employee's pre-layoff FTE.
- c. If the ending date of the temporary layoff is changed, the Hospital shall give the effected employee such advance notice as is practicable. The employee shall return to work on the date provided in the notice. The employee shall make every reasonable attempt to return to work on the new date indicated by the Hospital and will notify the Hospital if unable to do so.

#### **E. Indefinite Layoff**

Before effecting any layoffs on any unit, all Nurses shall first be offered an active vacant position within the bargaining unit, provided the employee is qualified for the vacant position, the option of work share arrangements, by mutual agreement between the Hospital and the Association, reduction of hours, voluntary leaves of absence, or the option to sever their employment.

The Hospital will recognize seniority as defined in ARTICLE 21. However, before any Nurse can exercise seniority in order to take available work, they must have the demonstrated basic ability to perform the available work. If the Nurse has such ability, they shall be given up to four (4) weeks' orientation in the new job.

If it is determined before or during any orientation period that the Nurse is not qualified to perform the work, they shall be reassigned to another job on seniority principles. In the event there is no job filled by a less senior Nurse for which they are qualified, then such Nurse shall be laid off. The Hospital's determination is subject to the grievance procedure.

A Nurse may exercise their seniority rights into a comparable position on the same shift and within the same unit if such a position is then being filled by a less senior Nurse.

If a Nurse cannot so exercise seniority rights, they may accept any job for which they are qualified as explained above, even if the job entails a different unit, days and/or hours of employment than the last job for which the Nurse was hired or selected through the posting procedure.

##### **1. Informed Decision**

Before making a decision on any of the above options each affected Nurse shall be provided with a list of all available vacancies and positions held by less senior Nurses. This list shall include the unit, shift and number of scheduled hours for each position.

Within forty-eight (48) hours of notification by the Hospital, the Nurse will inform the Hospital of their preference and shall be offered, on a seniority basis, the alternative position.

If any such Nurse declines to take the alternative job, they shall be in layoff status unless the Nurse elects to sever employment.

2. Order

In the event it is necessary to layoff Nurses due to lack of work, the least senior Nurse(s) in the Hospital shall be laid off first. The Hospital shall recognize seniority as defined in Article 21.

Reductions shall affect Nurses in the various personnel categories in the following order:

- a. Registry;
- b. Traveler;
- c. Temporary;
- d. Probationary;
- e. Non-benefited, Short-hour and SANs by inverse seniority (see Article 21)
- f. Benefited, Full-time and Part-Time RNs by inverse seniority.

The reductions shall proceed in an ascending order, from least senior to most senior so long as the retained Nurse can perform any specialized work that is necessary to patient care.

3. Notice

When the Hospital identifies particular employees to be affected by an indefinite layoff, it shall give the individual written notice of the effected date of the layoff to each affected employee and the Union. Advance notice will be provided as follows:

- a. The Hospital shall give, if feasible, 30 (thirty) days' notice.
- b. If less than thirty (30) calendar days' notice is granted, the affected employee(s) shall receive straight time pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given thirty (30) calendar days' notice. Pay in lieu of notice is provided for involuntary reduction in FTE only up to the employee's pre-layoff FTE.
- c. No later than one (1) business day after issuing a notice of indefinite layoff, the Hospital shall send the Union a copy of the layoff notice(s) issued.



4. Recall to Work

A Nurse who has been laid off from a benefited position at the Hospital shall be placed on a recall list for up to eighteen (18) months. During that time the laid off Nurse will be offered any open position on the same unit (any FTE, any shift) which the Nurse may refuse.

If, however, the laid off Nurse is recalled to the same unit, FTE and shift and the position is refused, that Nurse's recall rights will terminate and the Nurse will be terminated from the Hospital.

This language does not preclude the laid off Nurse from bidding into any open position at the Hospital during those eighteen (18) months and still maintain his/her recall rights to the original unit, FTE and shift from which he/she was laid off, for up to eighteen (18) months.

No new Nurses shall be hired until all laid-off Nurses are given a reasonable opportunity to return to work.

The Hospital, on a continuing basis, when possible, will reassign and/or recall Nurses to the department, hours and days they last worked before the layoffs. Such return will be on the basis of seniority.

Recall to the Hospital shall be in the order of seniority provided the Nurse is qualified to perform the available work with an orientation not to exceed three (3) working days.

Notwithstanding the above, when the Hospital recalls Nurses to work, it first will return as many working Nurses as possible to the jobs they held before the layoffs.

The Hospital's assessment of jobs for which a Nurse is qualified is subject to the grievance procedure.

Nurses who are recalled after layoff shall receive written notice of such recall specifying the date and hour on which the Nurse is to return to work. The Nurse must notify the Hospital of her/his intention to return to work within three (3) days after receipt of the recall notice, unless the Nurse can prove that it was impractical to so notify the Hospital, and if the Nurse elects to return to work she/he must return to work on the date and at the time specified in the recall notice or within seven (7) calendar days after notification of date and hour of return to work, whichever is later, unless unable to do so due to doctor-certified illness.

If the notice of recall is given by certified mail at the last address furnished by the Nurse, it shall be presumed to have been received on the day it was given. If a Nurse does not inform the Hospital whether she/he will return to work or does not return to work by the date the Nurse said she/he would return, which must be within the above time limits, rights to recall will have been exhausted.

5. Availability List

A Nurse who is indefinitely laid off but who chooses not to sever employment shall be placed, in order of seniority, on an availability list for intermittent shifts of work. Such laid off Nurses shall have super-seniority over all other Nurses for all intermittent shifts of work.

6. Severance

Regular Nurses who are permanently laid off as a result of an indefinite layoff shall be entitled to severance pay, pro-rated by FTE, in the following amount:

- a. Six (6) months to less than five (5) full years of service = two (2) weeks pay
- b. Five (5) years to less than 10 (ten) full years of service = three (3) weeks pay
- c. Ten (10) years to less than 15 (fifteen) full years of service = four (4) weeks pay
- d. Fifteen plus (15+) years of service = six (6) weeks pay

Where the indefinite layoff is a reduction in time, the lump sum that is paid shall be proportional to the percentage of time reduced.

When an employee 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.

**ARTICLE 24**

**BULLETIN BOARD**

The Hospital will provide one (1) Association bulletin board for each one hundred (100) bargaining unit members. These boards will be locked and for exclusive use by the Association. The parties will mutually agree on locations for board placement that are central and convenient for Staff Nurse access. The Chief Nurse Representative, the CNA Labor Representative and PPC Chair will each be furnished with a set of keys to each of the boards and will be responsible for posting current Association materials, a copy of which will be furnished to the Hospital at the time of posting.

**ARTICLE 25**  
**MEETING ROOMS**

Subject to conference room availability, The Association shall be permitted to hold union meetings with Alameda Hospital RNs in hospital conference rooms, provided that hospital conference rooms are requested sufficiently in advance and that the meetings pertain to RN/Union Business.

The Hospital representative shall respond to the Association regarding room availability and confirmation no later than five (5) business days following the date of the original request for a conference room.

**ARTICLE 26**  
**PROFESSIONAL PERFORMANCE COMMITTEE**

A Professional Performance Committee shall be established at the Hospital.

**A. Intent**

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 Professional Performance Committee of actions taken.

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

**B. Membership**

The Professional Performance Committee shall be composed of five (5) to eight (8) Registered Nurses employed at the Hospital and covered by this Memorandum of Understanding. The committee members shall be elected by the Registered Nurse Staff at the Hospital.

**C. Meetings**

1. Regular Meetings, Compensation and Minutes

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

The Chair shall be compensated for a maximum of eight (8) hours' pay a month at her/his

straight-time rate for time spent in preparing for and participating in regular meetings and other committee functions.

Each committee member shall be compensated for a maximum of six (6) hours' pay a month at the Nurse's straight-time rate for the purpose of preparing for and attending committee meetings. Payment to Nurses who attend such meetings shall not constitute time worked for any purpose under this Memorandum of Understanding.

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

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

At least once (1) per quarter, the Chief Nursing Officer, or their designee, shall attend one of the committee's regularly scheduled meetings.

2. Informational Meetings

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

3. Special Meetings

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

**D. Objectives**

The objectives of the Professional Performance Committee shall be:

1. To consider constructively the professional practice of Nurses and Nurses' assistants;
2. To work constructively for the improvement of patient care and nursing practice;
3. To recommend to the Hospital ways and means to improve patient care;
4. To make recommendations to the Hospital where, in the opinion of the Committee, a critical

- Nurse staffing shortage exists;
5. To consider constructively the improvement of safety and health conditions which may be hazardous.

**E. Limitations**

The Committee activities are advisory and are not subject to the Association grievance procedure.

**F. Review Committee and Resolution of Safety and Staffing Disputes**

Differences of opinion between the 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: two (2) representatives chosen by the Association, one of whom shall be an elected member of the Professional Performance Committee; and two (2) representatives of the Hospital.

Association members who are employees of the Hospital and selected to serve on this Committee shall be paid at straight time for time spent on activities pertaining to the Committee.

At the request of either party, the Review Committee shall be convened within two (2) weeks of such request.

Review Committee members may invite resource persons to attend and participate in such Review Committee meetings. Such resource persons may review all relevant information pertaining to the subject matter under consideration before the Committee and offer advice to resolve differences between the parties. The Review Committee member inviting the resource person to attend shall obligate her/his organization to compensate such resource person unless otherwise mutually agreed.

Differences may be resolved informally by the Committee or, if necessary, by a majority vote of the four (4) members of the Committee in Executive Session. Differences that cannot be resolved in this manner may be promptly referred to a mutually agreed upon health care expert compensated jointly by the parties, who shall issue a decision within fifteen (15) days of hearing the case. The findings and recommendations of the health care expert, including any possible remedy, shall be final and binding, shall be submitted in writing to the Review Committee and forwarded to the Chief Nursing Officer, or their designee.

If unable to agree on a health care expert, then an arbitrator shall be selected per **ARTICLE 37 – Grievance and Arbitration.**

Any resolution of the Review Committee, including any decision by the neutral arbitrator must be consistent with state and federal legislation prescribing staffing levels and ratios, and the Review Committee and the arbitrator shall have no jurisdiction to fashion any remedy that imposes an

obligation on the Hospital which exceeds, or is inconsistent with, or imposes an obligation greater than the requirements of Title XXII or any other state or federal law.

Either CNA or the Hospital may seek to vacate any decision of the Review Committee or of the arbitrator, under any basis permitted under state or federal law regarding private arbitration.

The process contained herein shall be the exclusive means of resolving all disputes arising under **ARTICLE 24 and 33** and specifically, except to the extent either party seeks to vacate a decision under the above paragraph the parties agree to waive their rights to initiate litigation or seek administrative remedies, including unfair labor practices ~~under the National Labor Relations Act~~, arising out of such disputes. The foregoing shall not apply to information requests or to **Section 8(a) (3) or 8(b)(1)** charges.

**G. Implementation of Nursing Practice Act**

Any individual(s) designated by the Hospital to implement Standardized Procedures to the Nursing Practice Act shall meet with the Professional Performance Committee to discuss proposed provisions to be included in the Standardized

Procedures prior to submission of such procedures to the approving parties identified by the Nursing Practice Act.

**ARTICLE 27**

**FLOATING**

- A.** A nurse assigned to float must be competent to work in the receiving unit prior to working an assignment and must have validated, annual competencies.
- B.** In the event a Nurse feels that s/he lacks competency for an assignment, the Nurse shall inform his/her immediate supervisor. At the request of the 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 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 nurse care duties that are clearly within the Nurse's capabilities.
- C.** Order of Floating

The Hospital shall first seek to float nurses from a unit(s) that is overstaffed. Assuming competence and orientation, nurses shall be assigned floating in the following order from a unit:

- 1. Readily available volunteers
- 2. Registry
- 3. Travelers
- 4. SAN Nurses by inverse seniority

5. Short Hour
6. Regular (full time and part-time) Nurses by inverse seniority.

D. The Hospital shall accurately track the floating.

## **ARTICLE 28**

### **STAFFING & NURSE-TO-PATIENT RATIOS**

The Hospital shall have a system for determining staffing based on the Nurse's assessment of a patient's acuity/dependency needs in conformance with applicable state regulations, including AB 394 and the regulations effected January 1, 2004, pursuant to AB 394 (see Generic Structure Standards for OHS regulations and AB 394 language), accreditation and licensure requirements of the Joint Commission on Accreditation of Health Care Organizations and Title XXII (Division 5, Section 70213 of the California Code of Regulations). The Hospital is committed to following all state laws and regulations. Should such said laws change, the Hospital will follow the new laws.

Patient care assignments shall be consistent with state-mandated ratios and the hospital's acuity system. The staffing requirements generated by the acuity system will be reviewed every eight (8) hours prior to making staffing decisions. Consideration will be given to such variables as admissions, transfers, discharges, patient education and the psychosocial needs of the patient's family and/or other support system. There shall be no dilution of the current skill mix unless the Hospital meets and confers with the Union.

The Professional Performance Committee (PPC) and Staff Nurse Representatives will be included in selection and/or modification of the acuity system used at the Hospital. The selection/modification process will include actual review of available systems and their adaptability to patient care at the Hospital (see Side Letter Agreement on Acuity and Nurse-to-Patient Ratios ~~on page 72~~ of this MOU).

A staffing manual will be located on each nursing unit. The manual will contain comprehensive information, which summarizes and explains the acuity system and will be available at all times for review by Staff Nurses.

Nursing Administration and the PPC will work together to review patient care needs on a unit-by-unit basis and other staffing considerations. This process will be implemented immediately.

In the event the PPC identifies a pattern that indicates the system does not adequately address patient needs, the PPC representatives shall bring the issue to the attention of the appropriate Nurse Manager for resolution.

The Manager will provide a progress report to the PPC within two (2) weeks. If additional investigation is necessary, the parties may, by mutual agreement, extend the response time an additional two (2) weeks.

If resolution is not satisfactory, the PPC will make recommendations for action to the Chief Nursing Officer (CNO) to resolve the identified problems. The CNO, or designee, will take action within two (2) weeks and notify the PPC in writing of such action. If the PPC disagrees with the action proposed or taken by the CNO or if the CNO fails to act within two (2) weeks, the PPC may appeal the issue to the Review Committee.

Disputes under this article may be referred solely to the Review Committee referred to in ARTICLE 26 – Professional Performance Committee.

Newly hired Nurses during their orientation, including new graduate Nurses and trainees, will not be counted in shift staffing.

The Hospital will have a rapid deployment plan in conformance with Title XXII requirements.

The Hospital may establish Clinical Resource Nurse positions to provide assistance where needed within the nursing areas. Clinical Resource Nurses shall not be counted in the acuity staffing matrices. Further, the Hospital may establish Flex Nurse (Overlap RN) positions to provide assistance in particular units, where needed. Flex Nurses shall not generally be counted in the acuity staffing matrices.

## **ARTICLE 29**

### **NURSING PRACTICE**

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

If a nurse object to a given assignment on the basis that it would place the nurse's license in jeopardy, the nurse shall notify their supervisor. If the objection to the given assignment continues, the nurse may complete an Assignment Despite Objection (ADO) form.

ADOs shall be addressed in a PPC meeting with the appropriate hospital administrator.



**ARTICLE 30**  
**IN-SERVICE EDUCATION**

**A. General Provisions**

In-service education is information and education provided to nurses by the Hospital concerning processes, new technology, and general knowledge sharing in order to ensure that nurses are appropriately oriented, informed, and skilled

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

**B. Orientation**

1. Orientation is information imparted to the nurse in order to familiarize the nurse to the nursing unit. This orientation may consist of a validation of base-line skills, providing a foundational platform of skills or supplemental skills, and/or pairing a nurse with a preceptor.
2. There shall be an organized written plan or written checklist for all new hires or nurses who are assigned to the new units or areas. The written orientation materials shall be submitted to the Association and PCPC Chair by the Hospital within thirty (30) days following the date of ratification of this agreement and then immediately following any changes and addition as they occur.
3. During any of the above orientation periods, the Registered Nurse shall not be counted in the regular staffing complement and shall be under the direct supervision of a regular Staff Nurse present on the unit.
4. During the orientation period, the orientee shall not be transferred out of the unit to relieve in other areas except in emergencies.

**C. Continuing In-service Education**

In the event that the Hospital introduces new equipment, nursing care programs, techniques, facilities and concepts of care that affects work performed by nurses subject to this agreement, the Hospital shall provide adequate training.

**ARTICLE 31**  
**UTILIZATION OF SPECIALTIES**

A Registered Nurse who is interested in working in a unit other than the unit to which they were hired may request to be oriented to that unit. Such requests shall be submitted in writing to the nurse manager of the home and receiving unit. The Hospital will consider such requests for orientation by assessing the nurse's qualifications. If the nurse is qualified, the Hospital will and make its best effort to provide the orientation.

**ARTICLE 32**  
**REGISTERED NURSE VACANCIES AND REPLACEMENTS**

**A. RN Vacancies Not Filled**

If a Registered Nurse position under this Memorandum of Understanding becomes permanently vacant and is not filled, the Hospital shall notify the Association of such vacancy which remains unfilled after thirty (30) days. The Hospital shall notify the Association thirty (30) days in advance of Registered Nurse positions to be eliminated. Upon notice of either of the above, the Association may request to meet with Hospital representatives to discuss the situation.

**B. RN Vacancies Filled by Non-RN**

If a Registered Nurse under this Memorandum of Understanding is permanently replaced by other personnel, the grievance procedure shall be applicable only if the resulting total nursing duties and responsibilities assigned by the Hospital to the remaining Registered Nurses are unreasonable.

**C. Vacancies -- Training Positions**

In the event a posted position remains unfilled for three (3) calendar months, or is filled on a temporary basis by a Registry or Traveler RN for this period of time, the hospital shall provide training to a regular full-time, regular part-time, short-hour or SAN Registered Nurse employed by the Hospital who applies for the position but does not possess all of the listed qualifications on the position posting. Should more than one nurse ask to be trained for a position, and each is equally qualified, seniority shall prevail with respect to selection.

**D. Covered of the Contract**

Nothing contained herein shall supersede the definition of the collective bargaining unit contained in ARTICLE 2 - Coverage of the contract.

**ARTICLE 33**  
**POSITION POSTING AND FILLING OF VACANCIES**

**A. Posting**

The Hospital will ensure that position vacancies are posted on the 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.

**B. Preference in Filling Vacancies**

1. Departmental Bidding

All Nurses within the department where the vacancy exists shall be given preference in filling such positions on a seniority basis, first to regular status employees, then to Short-Hours, then to SANs, provided that the nurse submits his/her application during the seven (7) day departmental posting period.

2. Hospital-Wide Bidding

After the seven (7) calendar days' departmental posting period, all vacancies and shall be given preference in filling such vacancy on a seniority basis, first to regular status employee, then to Short-Hours, then to SANs, provided: (1) the Nurse is qualified to fill the vacant position; and, (2) approval of the application will not adversely affect patient care. Upon approval of the Nurse's application, the Nurse shall fill the position not later than thirty (30) days following such approval. This time period may be extended by the Hospital if there are extenuating circumstances.

**C. Awarding a position to a Nurse on a Leave of Absence**

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

**D. Return to Previous Position**

A nurse who successfully bids, and is transferred, into a new position may elect to return to their former position at any time during the first 20 (twenty) calendar days after starting in the new position provided that the position is open, vacant, and an offer has not been extended to another nurse covered by the Agreement. Return to the former position will be accomplished as soon as possible.

**E. Temporary Filling of Vacancies**

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

**F. Limits of Application**

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

**ARTICLE 34**  
**REFERRAL SOURCE**

Once a month, the Hospital will notify the Association of any vacancies in Nurses' positions subject to this Memorandum of Understanding which have not been filled through the posting provisions of ARTICLE 33 -- Position Posting and Filling of Vacancies, and which have remained vacant thereafter.

**ARTICLE 35**  
**CROSS TRAINING PROGRAM FOR STAFF DEVELOPMENT**

In anticipation of additional staffing needs or future service expansion and in an effort to decrease the amount of registry/travelers used, the Hospital shall cross train nurses in order to develop the skills necessary for those nurses to staff the Hospital's operations. It is not intended to use cross trained staff in lieu of posting regular positions. The number of positions posted/awarded and the units on which these positions will occur will be at the Hospital's discretion.

Positions in the Cross Training/Orientation Program shall be posted in accordance with **Article 33 – Position Posting and Filling of Vacancies** and shall be awarded by seniority in accordance with Article 21 - Seniority. The posting shall indicate the unit for which a training opportunity is being provided.

Nurses that are being Cross Trained/Oriented will not be used as staff in the new unit until the cross training/orientation has been completed.

The Hospital will use its best efforts to use cross trained nurses in lieu of registry nurses.

A minimum of five (5) days of clinical cross training/orientation will be provided to each nurse cross training in another unit. If the nurse has previous experience in an equivalent/similar unit, that nurse may be given a minimum of three (3) days of cross training orientation to the new unit.

Nurses may resign from the cross training/orientation program provided they do so in writing, and with adequate notice, to their unit Manager.

The Nurse Manager, the employee being cross trained/oriented and the (main) Preceptor shall meet at least once during the cross training/orientation period to provide feedback to the employee.

A performance and self-assessment evaluation shall be given to each nurse at the completion of their cross training/orientation program.

The Hospital agrees bi-annual reviews of staffing needs in order to determine the need for additional cross training positions and will report the findings to the Professional Performance Committee (PPC).

**ARTICLE 36**  
**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 Article.
2. For purposes of receiving paid release time as provided in this Section, each unit may have one Nurse as a CNA-designated employee representative, up to a maximum four (4).
3. The Hospital shall be notified in writing of such appointments. Nurse Representatives shall be regular employees 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 unduly interfere with the Nurse Representatives' work or the work of any other employees.
5. Nurse Representatives shall be released to address matters relating to the scope of representation including but not limited to: investigate potential or existing grievances, attend grievance meetings, preparation and attendance at Weingarten meetings, new employee orientation sessions, 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. Paid release time for new employee orientation shall include travel time to and from the orientation. The total cumulative use of paid release time for any CNA designated employee representative shall be limited to fifteen (15) hours in any calendar month.
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. Rights to Representation**

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

**ARTICLE 37**  
**GRIEVANCE AND ARBITRATION**

**A. General Conditions**

1. A grievance is a written complaint by an individual Nurse, a group of Nurses, or the Association that Alameda Hospital has violated a specific provision of this Agreement. Alameda Hospital shall not have the right to use the grievance procedure.
2. The Association may in its own name file a grievance alleging that Alameda 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 Alameda 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.

**C. Step I Grievance Filing**

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

1. In the case of a discharge or suspension, no grievance shall be processed under this ARTICLE unless it has been first presented in this step within seven (7) calendar days of the discharge or suspension.
2. A grievance involving clerical errors may be presented within one (1) year from the date of such error.
3. 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](mailto:Grievance@AlamedaHealthSystem.org)
  - i. Email submissions must include attachments of all documents, information and signatures necessary to be in compliance with this Article ~~37~~.
  - 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.

4. 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.
5. 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.
6. 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.

7. Alameda 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 I meeting. This 10 (ten) day timeframe 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 ten (10) calendar days following 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 ten (10) calendar days following the deadline for the meeting.
- 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) calendar 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 II by filing a written appeal with the Labor Relations Department within ten (10) calendar days of the date the Hospital's written response is issued, or if not issued, is due.
2. The Step 2 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](mailto:Grievance@AlamedaHealthSystem.org)
    - i. Email submission must include attachments of all documents, information and signatures necessary to be in compliance with this Article.
    - 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. 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.



4. Alameda 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) calendar days following the mediator's final decision.

**F. Appeals to Arbitration**

1. 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.
2. 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.
3. 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](mailto:Grievance@AlamedaHealthSystem.org).
    - i. Email submission must include attachments of all documents, information and signatures necessary to be in compliance with this

Article.

- 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.

4. 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.

5. Selection of Arbitrator

The Arbitrator shall be selected by mutual agreement between the Hospital and the Association. If the Hospital and the Association 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.

6. 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.

7. 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.
- 8. Final and Binding Decision

The decision of the impartial arbitrator shall be final and binding upon the parties.
- 9. 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.
- 10. 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 will be considered resolved on the basis of the Hospital's last response to the grievance and shall be ineligible for further appeal.

**ARTICLE 38**  
**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. 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 Article 37 – Grievance and Arbitration.
3. The nurse may have union representation throughout the disciplinary process.

**B. Investigatory Meetings and Weingarten Rights**

1. The Hospital shall notify any nurse requested to attend an investigatory meeting that may result in disciplinary action of the nurse's right to representation.
2. Weingarten 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.
3. Failure to Grant Weingarten Rights. If a nurse is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the nurse is provided such rights and no disciplinary action shall take place until after the meeting is held.

**C. Discipline**

1. Coaching. Mentoring, counseling, training, re-orientation, and performance improvement plans are all forms of coaching and are available to managers to assist in improving performance issues. Coaching is not discipline and is therefore not grievable.
2. The Hospital agrees to the principles of progressive discipline, where appropriate.
3. Examples where progressive discipline is not appropriate include performance or conduct that an employee knew or reasonably should have known, was unsatisfactory. Such performance or conduct includes but is not limited to 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.

**D. Investigatory Leave**

1. The Hospital may place an employee on paid investigatory leave without prior notice in order to review or investigate allegations of employee misconduct which warrant relieving the employee immediately from all work duties and removing the employee from the premises.

2. The investigatory leave must be confirmed in writing to the employee and the Union normally not later than the next business day 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 employee and the Union shall be informed in writing of the disciplinary action, if any, to be taken.

**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 address to the employee 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 10<sup>th</sup> (tenth) business day following issuance of the notice of intent, the action may be implemented on the 11<sup>th</sup> (eleventh) business day following the issuance of the notice of intent.

**H.** Disciplinary actions that are more than one (1) year old shall not be relied upon for purposes of progressive discipline unless the conduct is the result of patient abuse, sexual misconduct, willful negligence, use of drugs or alcohol at work or are repetitive in nature.

**I. Access to Personnel Records**

The Nurse and/or their Representative, if authorized in writing by the Nurse, may review his/her personnel file. A nurse may have placed in his/her personnel file written comments in response to any disciplinary action contained in his/her personnel file.

**ARTICLE 39**

**ACCESS**

The Hospital shall allow representatives of the Association to visit the Hospital at all reasonable times to ascertain whether or not the contract is being observed and to assist in adjusting grievances. No time shall be lost unnecessarily to the Hospital, and the Association Representatives shall advise the Hospital Nursing and Personnel Offices of such visits before or at the time of entering the Hospital.

**ARTICLE 40**

**NO STRIKES, NO LOCKOUT**

There shall be no strike, slowdown or other stoppage of work by Union employees and no lockout by the Hospital during the life of this Memorandum of Understanding. However, it is expressly understood this first sentence does not apply to a sympathy strike. In the event that a strike or picket line called by another union with a collective bargaining relationship with the Hospital occurs at the Hospital due to a dispute between that Union and the Hospital, the Association recognizes its obligation to maintain essential services to the patients.

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

**Expedited Arbitration:**

Both parties agree to attempt to resolve the issue quickly. After the alleged violation has been referred to expedited arbitration, the arbitration shall be concluded within ten (10) calendar days of referral or at some other mutually agreeable date. The arbitrator's authority is limited to determining whether the agreement has been violated, and if so, ordering the appropriate level of essential services. The Arbitrator shall be selected from a list of arbitrators provided by the State Mediation and Conciliation Services. The Hospital and the Union shall alternately strike names with the first strike selection by a

coin toss.

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

It will be violation of this section if employees refuse to work in honor of a picket at the Hospital if the labor dispute about which the picket line is maintained is between the Association and/or another union and either Children's Hospital or any other employer/Hospital located on the same premises as the Hospital, so long as the Hospital is not performing struck work of the employer/Hospital with the labor dispute, and so long as the employees and suppliers of the employer/Hospital with the labor dispute use a separate entrance at the Hospital. Employees represented by the Association shall not be required to continue performing services that directly and exclusively benefit the operation of the employer/Hospital with the labor dispute.

## **ARTICLE 41**

### **HEALTH AND SAFETY**

#### **A. Safe Lifts**

1. The Hospital shall provide equipment designed to assist Hospital staff in the lifting of patients. The Hospital shall make best efforts that mechanical lifts are operational and the Hospital shall continue to provide education for nurses on the procedures for use of lift equipment and devices. The function of the lift teams is to assist nurses in the lifting, re-positioning, and turning of patients.
2. Supportive Equipment. The Hospital shall provide lumbar support and gait belts.
3. For purposes of this Article "lift team" means Hospital employees specifically trained to handle patient lifts, re-positioning and transfers using patient transfer, re-positioning or lifting devices as appropriate for the specific patient. The Hospital agrees to comply with any and all existing laws and regulations regarding lift teams and safe patient handling. The Hospital shall attempt to replace any assistive staff who is re-assigned from duties on the floor or otherwise unavailable.

#### **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 QRM. 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. Safety Committee**

The PPC may appoint one (1) registered nurse and one alternate to the Safety Committee. The Nurse will be provided release time without loss of straight time pay for all hours on Health and Safety Committee business and/or meetings.

**D. 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 higher standard shall be in effect.

The Hospital will endeavor to protect nurses from infectious disease and hazardous substance exposure in the following ways:

1. The Hospital shall provide protocols and personal protective equipment (PPE) based on the known transmission type of the disease or hazardous substance and the threat it poses.
2. 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.
3. 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.
4. There will be additional training and education as needed based on emerging infectious diseases and other hazardous substance.
5. Consider suggestions from the PPC as to what modifications should be made in improving protections from the infectious disease and hazardous substance exposure.

**E. Safe Work Environment**

The Hospital and the Association agree that the workplace should be a 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.
2. The Hospital will endeavor to protect nurses from workplace violence in the following ways:
  - a. Make available to all nurses copies of the Illness and 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 precaution in accordance with the state law and Hospital policy.
4. The Hospital will provide a safe, healthy and secure workplace.
  - a. Within sixty (60) days following the ratification of this Agreement, the Hospital and Association shall meet to discuss and explore ways and ideas for implementing a plan for controlling Hospital access by visitors.
  - b. The Hospital will continue to maintain its rapid response team to deal with volatile situations.
  - c. There shall be available security at charge of shifts.

## **ARTICLE 42**

### **PATIENT CARE AND TECHNOLOGY**

- A. Utilization of technology should be consistent with the provision of safe therapeutic, effective care that promotes patient safety through the ability of a Registered Nurse to follow the Nursing Process, including the exercise of clinical judgment in assessing, evaluation, planning, implementing and diagnosing and acting as a patient advocate.
- B. Technology should be utilized to safeguard patient confidentiality.
- C. The Hospital shall maintain a work environment in which technology provides skill enhancement and furthers the implementation of the nursing process defined in the Nursing Practice Act, Title 22, and the Standards of Competent Performance as defined in Title 16 including, but not limited to, the responsibility of patient advocacy. It is not the intention of the employer to replace nurses through the implementation of technology.
- D. Technology is intended to provide information and options for clinical decision making. Clinicians will maintain accountability for actual clinical decision making, including incorporating individualized patient needs, complications, and co-morbidities, as appropriate.

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

### **ARTICLE 43**

#### **RN RESPONSE NETWORK**

The Registered Nurse Response Network (RNRN) is national network of direct-care RNs that coordinates education, training, and deployment of volunteer RNs to provide humanitarian and/or disaster relief when and where they are needed.

Upon request from the Union, the Employer will grant paid leave for education, training, and deployment through the RNRN program.

The Union may request in writing up to ten (10) Nurses to participate in the RNRN program per year. Requests made by the Union to exceed ten (10) Nurses may be mutually agreed upon by both parties. All Nurses participating in the RNRN program shall not be on leave for more than thirty (30) calendar days from the first day of release for this program. Nurses may use accrued vacation time while participating in the RNRN program or donate accrued vacation time to the RNRN program.

The Hospital's approval of the nurse(s) will be subject to adequate staffing needs of the hospital.

Additionally, the Employer may sponsor Nurses to participate in education, training, and/or deployment through the RNRN program. As a sponsor, the Employer shall provide each Nurse that participates in an RNRN program full compensation including wages, benefits, PTO accrual, and seniority in the same manner as if the Nurse were working in the hospital or other Employer facility.

### **ARTICLE 44**

#### **AMERICANS WITH DISABILITIES ACT**

The parties recognize that there is an obligation under the Americans with Disabilities Act (ADA) to combat discrimination based on disability. It is recognized that from time to time a term or condition of employment contained in this Memorandum of Understanding may have to be modified by mutual agreement to accommodate an individual employee(s) or applicant(s) who is disabled.

Upon the request of either party the Association and the Employer shall meet and negotiate regarding

the possible need to modify a provision(s) of this Memorandum of Understanding as it applies to a disabled individual(s). The disabled individual may attend such meetings. Such meetings may include other unions where appropriate. Any agreement reached shall be reduced to writing and delineate the modification and the individual or group to which it applies.

Should the bargaining process result in a disagreement between the parties over what, if any, modification to the Memorandum of Understanding is necessary under ADA, the dispute shall be submitted to final and binding interest arbitration under the arbitration provision of ARTICLE 37. The arbitrator shall have authority to fashion an appropriate remedy-- making modifications allowed by law, including back pay.

## **ARTICLE 45**

### **CHANGE IN OPERATIONS**

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

Alameda Hospital shall not use the sale, transfer or other mechanism for the primary purpose of evading the terms of this Memorandum of Understanding.

It will be a condition of the transfer or sale agreement that the successor employer shall recognize the Union as the bargaining representative of the Nurses.

## **ARTICLE 46**

### **SAVINGS CLAUSE**

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

**ARTICLE 47**  
**TERM OF MEMORANDUM OF UNDERSTANDING**

The terms and conditions of this Memorandum of Understanding shall remain in full force and effect commencing on January 1, 2019 and shall terminate on December 31, 2023. This Memorandum of Understanding 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 Memorandum of Understanding, or subsequent anniversary date, of its desire to terminate or amend this Memorandum of Understanding.

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.

Signed and entered into on this \_\_\_\_\_ Day of \_\_\_\_\_, 2021  
ALAMEDA HEALTH SYSTEM CALIFORNIA NURSES ASSOCIATION  
ALAMEDA HOSPITAL

Lorna Jones 10/28/21  
Chief Human Resources Officer

Bonnie Castillo  
Bonnie Castillo Date  
Executive Director

G. Mrithaa 10/26/21  
Gatugi Mrithaa (Tugi)  
Labor Relations Consultant

Puneet Maharaj  
Puneet Maharaj Date  
Director, Public Sector Division  
Chief Negotiator

Michelle Reyna  
Michelle Reyna Date  
Assistant Director, Public Sector

Glenda Cabotaje 9-12-21  
Glenda Cabotaje Date

Esther Karpf 9/10/21  
Esther Karpf Date

Karen Rothblatt 9/12/21  
Karen Rothblatt Date

**APPENDIX A - WAGE SCALE**

Job Code	AHS CNA - Rates	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
53401	AHD Staff Nurse I	\$ 55.7515								
53401	AHD Staff Nurse I (No Ben)	\$ 69.6894								
53406	AHD Staff Nurse II	\$ 60.9750	\$ 62.6539	\$ 64.3729	\$ 67.1711	\$ 70.1558	\$ 71.5950	\$ 72.9408	\$ 74.4466	\$ 75.9256
53406	AHD Staff Nurse II (No BEN)	\$ 76.2187	\$ 78.3174	\$ 80.4661	\$ 83.9639	\$ 87.6948	\$ 89.4938	\$ 91.1760	\$ 93.0582	\$ 94.9070
53402	AHD Staff Nurse III	\$ 64.0796	\$ 65.7319	\$ 67.6108	\$ 70.5157	\$ 73.7137	\$ 75.1662	\$ 76.6451	\$ 78.1375	\$ 79.7365
53402	AHD Staff Nurse III (No Ben)	\$ 80.0996	\$ 82.1649	\$ 84.5135	\$ 88.1446	\$ 92.1421	\$ 93.9577	\$ 95.8064	\$ 97.6718	\$ 99.6706
53408	AHD Wound Care Nurse - SNIII	\$ 64.0796	\$ 65.7319	\$ 67.6108	\$ 70.5157	\$ 73.7137	\$ 75.1662	\$ 76.6451	\$ 78.1375	\$ 79.7365
53408	AHD Wound Care Nurse - SNIII (No Ben)	\$ 80.0996	\$ 82.1649	\$ 84.5135	\$ 88.1446	\$ 92.1421	\$ 93.9577	\$ 95.8064	\$ 97.6718	\$ 99.6706
53432	AHD RN - Enterostomal Therapy	\$ 64.0796	\$ 65.7319	\$ 67.6108	\$ 70.5157	\$ 73.7137	\$ 75.1662	\$ 76.6451	\$ 78.1375	\$ 79.7365
53432	AHD RN - Enterostomal Therapy (No Ben)	\$ 80.0996	\$ 82.1649	\$ 84.5135	\$ 88.1446	\$ 92.1421	\$ 93.9577	\$ 95.8064	\$ 97.6718	\$ 99.6706
53437	AHD Registered Nurse - Sub Acute	\$ 60.9750	\$ 62.6539	\$ 64.3729	\$ 67.1711	\$ 70.1558	\$ 71.5950	\$ 72.9408	\$ 74.4466	\$ 75.9256
53437	AHD Registered Nurse - Sub Acute (No Ben)	\$ 76.2187	\$ 78.3174	\$ 80.4661	\$ 83.9639	\$ 87.6948	\$ 89.4938	\$ 91.1760	\$ 93.0582	\$ 94.9070
53498	AHD Clinical Resource Nurse	\$ 60.9750	\$ 62.6539	\$ 64.3729	\$ 67.1711	\$ 70.1558	\$ 71.5950	\$ 72.9408	\$ 74.4466	\$ 75.9256
53498	AHD Clinical Resource Nurse (No Ben)	\$ 76.2187	\$ 78.3174	\$ 80.4661	\$ 83.9639	\$ 87.6948	\$ 89.4938	\$ 91.1760	\$ 93.0582	\$ 94.9070
63420	AHD Nurse Coordinator, Surgical Services	\$ 60.9750	\$ 62.6539	\$ 64.3729	\$ 67.1711	\$ 70.1558	\$ 71.5950	\$ 72.9408	\$ 74.4466	\$ 75.9256
63420	AHD Nurse Coordinator, Surgical Services (No Ben)	\$ 76.2187	\$ 78.3174	\$ 80.4661	\$ 83.9639	\$ 87.6948	\$ 89.4938	\$ 91.1760	\$ 93.0582	\$ 94.9070

Job Code	AHD CNA - Rates Effective 12/30/2018 2.5% ATB	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
53401	AHD Staff Nurse I	\$ 57.1453								
53401	AHD Staff Nurse I (No Ben)	\$ 71.4316								
53406	AHD Staff Nurse II	\$ 62.4994	\$ 64.2202	\$ 65.9822	\$ 68.8504	\$ 71.9097	\$ 73.3849	\$ 74.7643	\$ 76.3078	\$ 77.8237
53406	AHD Staff Nurse II (No BEN)	\$ 78.1243	\$ 80.2753	\$ 82.4778	\$ 86.0630	\$ 89.8871	\$ 91.7311	\$ 93.4554	\$ 95.3848	\$ 97.2796
53402	AHD Staff Nurse III	\$ 65.6816	\$ 67.3752	\$ 69.3011	\$ 72.2786	\$ 75.5565	\$ 77.0454	\$ 78.5612	\$ 80.0909	\$ 81.7299
53402	AHD Staff Nurse III (No Ben)	\$ 82.1020	\$ 84.2190	\$ 86.6264	\$ 90.3483	\$ 94.4456	\$ 96.3068	\$ 98.2015	\$ 100.1136	\$ 102.1624
53408	AHD Wound Care Nurse - SNIII	\$ 65.6816	\$ 67.3752	\$ 69.3011	\$ 72.2786	\$ 75.5565	\$ 77.0454	\$ 78.5612	\$ 80.0909	\$ 81.7299
53408	AHD Wound Care Nurse - SNIII (No Ben)	\$ 82.1020	\$ 84.2190	\$ 86.6264	\$ 90.3483	\$ 94.4456	\$ 96.3068	\$ 98.2015	\$ 100.1136	\$ 102.1624
53432	AHD RN - Enterostomal Therapy	\$ 65.6816	\$ 67.3752	\$ 69.3011	\$ 72.2786	\$ 75.5565	\$ 77.0454	\$ 78.5612	\$ 80.0909	\$ 81.7299
53432	AHD RN - Enterostomal Therapy (No Ben)	\$ 82.1020	\$ 84.2190	\$ 86.6264	\$ 90.3483	\$ 94.4456	\$ 96.3068	\$ 98.2015	\$ 100.1136	\$ 102.1624
53437	AHD Registered Nurse - Sub Acute	\$ 62.4994	\$ 64.2202	\$ 65.9822	\$ 68.8504	\$ 71.9097	\$ 73.3849	\$ 74.7643	\$ 76.3078	\$ 77.8237
53437	AHD Registered Nurse - Sub Acute (No Ben)	\$ 78.1243	\$ 80.2753	\$ 82.4778	\$ 86.0630	\$ 89.8871	\$ 91.7311	\$ 93.4554	\$ 95.3848	\$ 97.2796
53498	AHD Clinical Resource Nurse	\$ 62.4994	\$ 64.2202	\$ 65.9822	\$ 68.8504	\$ 71.9097	\$ 73.3849	\$ 74.7643	\$ 76.3078	\$ 77.8237
53498	AHD Clinical Resource Nurse (No Ben)	\$ 78.1243	\$ 80.2753	\$ 82.4778	\$ 86.0630	\$ 89.8871	\$ 91.7311	\$ 93.4554	\$ 95.3848	\$ 97.2796
63420	AHD Nurse Coordinator, Surgical Services	\$ 62.4994	\$ 64.2202	\$ 65.9822	\$ 68.8504	\$ 71.9097	\$ 73.3849	\$ 74.7643	\$ 76.3078	\$ 77.8237
63420	AHD Nurse Coordinator, Surgical Services (No Ben)	\$ 78.1243	\$ 80.2753	\$ 82.4778	\$ 86.0630	\$ 89.8871	\$ 91.7311	\$ 93.4554	\$ 95.3848	\$ 97.2796



Job Code	AHD CNA - Rates Effective 03/07/2021 3.0% ATB	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
53401	AHD Staff Nurse I	\$ 58.8597								
53401	AHD Staff Nurse I (No Ben)	\$ 73.5746								
53406	AHD Staff Nurse II	\$ 64.3744	\$ 66.1468	\$ 67.9617	\$ 70.9159	\$ 74.0670	\$ 75.5864	\$ 77.0072	\$ 78.5970	\$ 80.1584
53406	AHD Staff Nurse II (No BEN)	\$ 80.4680	\$ 82.6835	\$ 84.9521	\$ 88.6449	\$ 92.5838	\$ 94.4830	\$ 96.2590	\$ 98.2463	\$ 100.1980
53402	AHD Staff Nurse III	\$ 67.6520	\$ 69.3965	\$ 71.3801	\$ 74.4470	\$ 77.8232	\$ 79.3568	\$ 80.9180	\$ 82.4936	\$ 84.1818
53402	AHD Staff Nurse III (No Ben)	\$ 84.5650	\$ 86.7456	\$ 89.2251	\$ 93.0588	\$ 97.2790	\$ 99.1960	\$ 101.1475	\$ 103.1170	\$ 105.2273
53408	AHD Wound Care Nurse - SNIII	\$ 67.6520	\$ 69.3965	\$ 71.3801	\$ 74.4470	\$ 77.8232	\$ 79.3568	\$ 80.9180	\$ 82.4936	\$ 84.1818
53408	AHD Wound Care Nurse - SNIII (No Ben)	\$ 84.5650	\$ 86.7456	\$ 89.2251	\$ 93.0588	\$ 97.2790	\$ 99.1960	\$ 101.1475	\$ 103.1170	\$ 105.2273
53432	AHD RN - Enterostomal Therapy	\$ 67.6520	\$ 69.3965	\$ 71.3801	\$ 74.4470	\$ 77.8232	\$ 79.3568	\$ 80.9180	\$ 82.4936	\$ 84.1818
53432	AHD RN - Enterostomal Therapy (No Ben)	\$ 84.5650	\$ 86.7456	\$ 89.2251	\$ 93.0588	\$ 97.2790	\$ 99.1960	\$ 101.1475	\$ 103.1170	\$ 105.2273
53437	AHD Registered Nurse - Sub Acute	\$ 64.3744	\$ 66.1468	\$ 67.9617	\$ 70.9159	\$ 74.0670	\$ 75.5864	\$ 77.0072	\$ 78.5970	\$ 80.1584
53437	AHD Registered Nurse - Sub Acute (No Ben)	\$ 80.4680	\$ 82.6835	\$ 84.9521	\$ 88.6449	\$ 92.5838	\$ 94.4830	\$ 96.2590	\$ 98.2463	\$ 100.1980
53498	AHD Clinical Resource Nurse	\$ 64.3744	\$ 66.1468	\$ 67.9617	\$ 70.9159	\$ 74.0670	\$ 75.5864	\$ 77.0072	\$ 78.5970	\$ 80.1584
53498	AHD Clinical Resource Nurse (No Ben)	\$ 80.4680	\$ 82.6835	\$ 84.9521	\$ 88.6449	\$ 92.5838	\$ 94.4830	\$ 96.2590	\$ 98.2463	\$ 100.1980
63420	AHD Nurse Coordinator, Surgical Services	\$ 64.3744	\$ 66.1468	\$ 67.9617	\$ 70.9159	\$ 74.0670	\$ 75.5864	\$ 77.0072	\$ 78.5970	\$ 80.1584
63420	AHD Nurse Coordinator, Surgical Services (No Ben)	\$ 80.4680	\$ 82.6835	\$ 84.9521	\$ 88.6449	\$ 92.5838	\$ 94.4830	\$ 96.2590	\$ 98.2463	\$ 100.1980

Job Code	AHD CNA - Rates Effective 10/03/2021 3.0% ATB	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
53401	AHD Staff Nurse I	\$ 60.6255								
53401	AHD Staff Nurse I (No Ben)	\$ 75.7819								
53406	AHD Staff Nurse II	\$ 66.3056	\$ 68.1312	\$ 70.0006	\$ 73.0434	\$ 76.2890	\$ 77.8540	\$ 79.3174	\$ 80.9549	\$ 82.5632
53406	AHD Staff Nurse II (No BEN)	\$ 82.8820	\$ 85.1640	\$ 87.5008	\$ 91.3043	\$ 95.3613	\$ 97.3175	\$ 99.1468	\$ 101.1936	\$ 103.2040
53402	AHD Staff Nurse III	\$ 69.6816	\$ 71.4784	\$ 73.5215	\$ 76.6804	\$ 80.1579	\$ 81.7375	\$ 83.3455	\$ 84.9684	\$ 86.7073
53402	AHD Staff Nurse III (No Ben)	\$ 87.1020	\$ 89.3480	\$ 91.9019	\$ 95.8505	\$ 100.1974	\$ 102.1719	\$ 104.1819	\$ 106.2105	\$ 108.3841
53408	AHD Wound Care Nurse - SNIII	\$ 69.6816	\$ 71.4784	\$ 73.5215	\$ 76.6804	\$ 80.1579	\$ 81.7375	\$ 83.3455	\$ 84.9684	\$ 86.7073
53408	AHD Wound Care Nurse - SNIII (No Ben)	\$ 87.1020	\$ 89.3480	\$ 91.9019	\$ 95.8505	\$ 100.1974	\$ 102.1719	\$ 104.1819	\$ 106.2105	\$ 108.3841
53432	AHD RN - Enterostomal Therapy	\$ 69.6816	\$ 71.4784	\$ 73.5215	\$ 76.6804	\$ 80.1579	\$ 81.7375	\$ 83.3455	\$ 84.9684	\$ 86.7073
53432	AHD RN - Enterostomal Therapy (No Ben)	\$ 87.1020	\$ 89.3480	\$ 91.9019	\$ 95.8505	\$ 100.1974	\$ 102.1719	\$ 104.1819	\$ 106.2105	\$ 108.3841
53437	AHD Registered Nurse - Sub Acute	\$ 66.3056	\$ 68.1312	\$ 70.0006	\$ 73.0434	\$ 76.2890	\$ 77.8540	\$ 79.3174	\$ 80.9549	\$ 82.5632
53437	AHD Registered Nurse - Sub Acute (No Ben)	\$ 82.8820	\$ 85.1640	\$ 87.5008	\$ 91.3043	\$ 95.3613	\$ 97.3175	\$ 99.1468	\$ 101.1936	\$ 103.2040
53498	AHD Clinical Resource Nurse	\$ 66.3056	\$ 68.1312	\$ 70.0006	\$ 73.0434	\$ 76.2890	\$ 77.8540	\$ 79.3174	\$ 80.9549	\$ 82.5632
53498	AHD Clinical Resource Nurse (No Ben)	\$ 82.8820	\$ 85.1640	\$ 87.5008	\$ 91.3043	\$ 95.3613	\$ 97.3175	\$ 99.1468	\$ 101.1936	\$ 103.2040
63420	AHD Nurse Coordinator, Surgical Services	\$ 66.3056	\$ 68.1312	\$ 70.0006	\$ 73.0434	\$ 76.2890	\$ 77.8540	\$ 79.3174	\$ 80.9549	\$ 82.5632
63420	AHD Nurse Coordinator, Surgical Services (No Ben)	\$ 82.8820	\$ 85.1640	\$ 87.5008	\$ 91.3043	\$ 95.3613	\$ 97.3175	\$ 99.1468	\$ 101.1936	\$ 103.2040



Job Code	AHD CNA - Rates Effective 10/02/2022 3.0% ATB	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
53401	AHD Staff Nurse I	\$ 62.4443								
53401	AHD Staff Nurse I (No Ben)	\$ 78.0554								
53406	AHD Staff Nurse II	\$ 68.2948	\$ 70.1751	\$ 72.1006	\$ 75.2347	\$ 78.5777	\$ 80.1896	\$ 81.6969	\$ 83.3835	\$ 85.0401
53406	AHD Staff Nurse II (No BEN)	\$ 85.3685	\$ 87.7189	\$ 90.1258	\$ 94.0434	\$ 98.2221	\$ 100.2370	\$ 102.1211	\$ 104.2294	\$ 106.3001
53402	AHD Staff Nurse III	\$ 71.7720	\$ 73.6228	\$ 75.7271	\$ 78.9808	\$ 82.5626	\$ 84.1896	\$ 85.8459	\$ 87.5175	\$ 89.3085
53402	AHD Staff Nurse III (No Ben)	\$ 89.7150	\$ 92.0285	\$ 94.6589	\$ 98.7260	\$ 103.2033	\$ 105.2370	\$ 107.3074	\$ 109.3969	\$ 111.6356
53408	AHD Wound Care Nurse - SNIII	\$ 71.7720	\$ 73.6228	\$ 75.7271	\$ 78.9808	\$ 82.5626	\$ 84.1896	\$ 85.8459	\$ 87.5175	\$ 89.3085
53408	AHD Wound Care Nurse - SNIII (No Ben)	\$ 89.7150	\$ 92.0285	\$ 94.6589	\$ 98.7260	\$ 103.2033	\$ 105.2370	\$ 107.3074	\$ 109.3969	\$ 111.6356
53432	AHD RN - Enterostomal Therapy	\$ 71.7720	\$ 73.6228	\$ 75.7271	\$ 78.9808	\$ 82.5626	\$ 84.1896	\$ 85.8459	\$ 87.5175	\$ 89.3085
53432	AHD RN - Enterostomal Therapy (No Ben)	\$ 89.7150	\$ 92.0285	\$ 94.6589	\$ 98.7260	\$ 103.2033	\$ 105.2370	\$ 107.3074	\$ 109.3969	\$ 111.6356
53437	AHD Registered Nurse - Sub Acute	\$ 68.2948	\$ 70.1751	\$ 72.1006	\$ 75.2347	\$ 78.5777	\$ 80.1896	\$ 81.6969	\$ 83.3835	\$ 85.0401
53437	AHD Registered Nurse - Sub Acute (No Ben)	\$ 85.3685	\$ 87.7189	\$ 90.1258	\$ 94.0434	\$ 98.2221	\$ 100.2370	\$ 102.1211	\$ 104.2294	\$ 106.3001
53498	AHD Clinical Resource Nurse	\$ 68.2948	\$ 70.1751	\$ 72.1006	\$ 75.2347	\$ 78.5777	\$ 80.1896	\$ 81.6969	\$ 83.3835	\$ 85.0401
53498	AHD Clinical Resource Nurse (No Ben)	\$ 85.3685	\$ 87.7189	\$ 90.1258	\$ 94.0434	\$ 98.2221	\$ 100.2370	\$ 102.1211	\$ 104.2294	\$ 106.3001
63420	AHD Nurse Coordinator, Surgical Services	\$ 68.2948	\$ 70.1751	\$ 72.1006	\$ 75.2347	\$ 78.5777	\$ 80.1896	\$ 81.6969	\$ 83.3835	\$ 85.0401
63420	AHD Nurse Coordinator, Surgical Services (No Ben)	\$ 85.3685	\$ 87.7189	\$ 90.1258	\$ 94.0434	\$ 98.2221	\$ 100.2370	\$ 102.1211	\$ 104.2294	\$ 106.3001

Job Code	AHD CNA - Rates Effective 10/01/2023 3.0% ATB	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
53401	AHD Staff Nurse I	\$ 64.3176								
53401	AHD Staff Nurse I (No Ben)	\$ 80.3970								
53406	AHD Staff Nurse II	\$ 70.3436	\$ 72.2804	\$ 74.2636	\$ 77.4917	\$ 80.9350	\$ 82.5953	\$ 84.1478	\$ 85.8850	\$ 87.5913
53406	AHD Staff Nurse II (No BEN)	\$ 87.9295	\$ 90.3505	\$ 92.8295	\$ 96.8646	\$ 101.1688	\$ 103.2441	\$ 105.1848	\$ 107.3563	\$ 109.4891
53402	AHD Staff Nurse III	\$ 73.9252	\$ 75.8315	\$ 77.9989	\$ 81.3502	\$ 85.0395	\$ 86.7153	\$ 88.4213	\$ 90.1430	\$ 91.9878
53402	AHD Staff Nurse III (No Ben)	\$ 92.4065	\$ 94.7894	\$ 97.4986	\$ 101.6878	\$ 106.2994	\$ 108.3941	\$ 110.5266	\$ 112.6788	\$ 114.9848
53408	AHD Wound Care Nurse - SNIII	\$ 73.9252	\$ 75.8315	\$ 77.9989	\$ 81.3502	\$ 85.0395	\$ 86.7153	\$ 88.4213	\$ 90.1430	\$ 91.9878
53408	AHD Wound Care Nurse - SNIII (No Ben)	\$ 92.4065	\$ 94.7894	\$ 97.4986	\$ 101.6878	\$ 106.2994	\$ 108.3941	\$ 110.5266	\$ 112.6788	\$ 114.9848
53432	AHD RN - Enterostomal Therapy	\$ 73.9252	\$ 75.8315	\$ 77.9989	\$ 81.3502	\$ 85.0395	\$ 86.7153	\$ 88.4213	\$ 90.1430	\$ 91.9878
53432	AHD RN - Enterostomal Therapy (No Ben)	\$ 92.4065	\$ 94.7894	\$ 97.4986	\$ 101.6878	\$ 106.2994	\$ 108.3941	\$ 110.5266	\$ 112.6788	\$ 114.9848
53437	AHD Registered Nurse - Sub Acute	\$ 70.3436	\$ 72.2804	\$ 74.2636	\$ 77.4917	\$ 80.9350	\$ 82.5953	\$ 84.1478	\$ 85.8850	\$ 87.5913
53437	AHD Registered Nurse - Sub Acute (No Ben)	\$ 87.9295	\$ 90.3505	\$ 92.8295	\$ 96.8646	\$ 101.1688	\$ 103.2441	\$ 105.1848	\$ 107.3563	\$ 109.4891
53498	AHD Clinical Resource Nurse	\$ 70.3436	\$ 72.2804	\$ 74.2636	\$ 77.4917	\$ 80.9350	\$ 82.5953	\$ 84.1478	\$ 85.8850	\$ 87.5913
53498	AHD Clinical Resource Nurse (No Ben)	\$ 87.9295	\$ 90.3505	\$ 92.8295	\$ 96.8646	\$ 101.1688	\$ 103.2441	\$ 105.1848	\$ 107.3563	\$ 109.4891
63420	AHD Nurse Coordinator, Surgical Services	\$ 70.3436	\$ 72.2804	\$ 74.2636	\$ 77.4917	\$ 80.9350	\$ 82.5953	\$ 84.1478	\$ 85.8850	\$ 87.5913
63420	AHD Nurse Coordinator, Surgical Services (No Ben)	\$ 87.9295	\$ 90.3505	\$ 92.8295	\$ 96.8646	\$ 101.1688	\$ 103.2441	\$ 105.1848	\$ 107.3563	\$ 109.4891

**APPENDIX B**  
**STAFF NURSE III**

**A. Purpose**

The primary function of nursing is nursing practice. It is assumed that retention of registered nurses in clinical or direct patient care is in large part dependent on the satisfaction derived through responsibility, achievement, professional growth and recognition within their practice. Staff Nurse III's are registered staff nurses who have met the criteria stated below and are recognized for their involvement in professional activities, teaching, leadership and excellence of practice.

<b>ALAMEDA HOSPITAL-DEPARTMENT OF NURSING</b> <b>STAFF NURSE III APPLICATION / RE-APPOINTMENT</b>		
PRINT Name _____ Check one: <input type="checkbox"/> INITIAL <input type="checkbox"/>		
<b>REAPPOINTMENT</b>		
<b>ELIGIBILITY: Check off as completed</b>		
<input type="checkbox"/> I have been employed at San Leandro Hospital full time or regular part time since _____ (at least 2 years required).		
<input type="checkbox"/> I have at least 4 years of clinical experience as a R.N.		
<input type="checkbox"/> I have at least 2 years' experience in my specialty of _____ (not including time spent in orientation)		
<input type="checkbox"/> At least 50% of my regularly scheduled hours are spent in direct patient care.		
<b>THRESHOLD REQUIREMENTS: Check off as completed</b>		
<input type="checkbox"/> Met Annual Performance Appraisal		
<input type="checkbox"/> Attended at least 75% of staff meetings (I applicable)		
<input type="checkbox"/> Completed 15 C.E. hours in clinical specialty in past two years (excluding mandatory certifications; certificates attached)		
<input type="checkbox"/> Three (3) recommendations on designated form		
<input type="checkbox"/> <u>Initial applicants only:</u> submit a brief written statement of professional goals as a Staff Nurse III -or-		
<input type="checkbox"/> <u>Re-appointment:</u> 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		
<b>CRITERIA: Check off as completed</b>		
<input type="checkbox"/> Activities total >10 points for initial applicants – or -		
<input type="checkbox"/> >20 points for re-appointment (10 points every 12 months).		
<input type="checkbox"/> 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		
<input type="checkbox"/> Activities have been completed within the twelve (12) months for initial applicants – or -		
<input type="checkbox"/> within the past twenty-four (24) months for re-application.		
<input type="checkbox"/> Each activity requires validation; contact a committee member for questions about validation.		
<input type="checkbox"/> Each activity is used to meet 1 requirement only.		
<input type="checkbox"/> At least 1 activity from 2 categories has been completed.		
<b>CATEGORIES AND ACTIVITIES</b>	<b>POINTS</b>	<b>Total</b>
<b>EDUCATION</b>		
<input type="checkbox"/> Cross-training of another RN	$\leq 2$ 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"/> Precepted new grad or cross-trained RN	5 days = 1pt, max 4 per preceptee	
<input type="checkbox"/> Orientation of travel nurse	6 days = 1pt, max 4	
<b>CATEGORIES AND ACTIVITIES</b>	<b>POINTS</b>	<b>Total</b>
<input type="checkbox"/> Health-related presentation to the community (each presentation)	2	

<input type="checkbox"/> Taught a class, in service, nursing update or competency	c. 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"/> Current Instructor Status for BLS, ACLS, PALS or NCI Instructor	2pts 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	5 pts each	
<b>PRACTICE/LEADERSHIP/ROLE MODEL</b>		
<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	
<b>CATEGORIES AND ACTIVITIES</b>	<b>POINTS</b>	<b>Total</b>
<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) <input type="checkbox"/> Served as chairperson = 1 pt / meeting	1-6 hrs = 1 7-12 hrs = 2 >12 hrs = 3 pts 3 pts max per committee, 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	a. 5 pts per year b. 1 pt per metric, per year	
<input type="checkbox"/> Developed or participated in unit or hospital-wide, or community-wide project (e.g. PI) with manager’s or Staff Nurse III Committee’s approval. Depend on project – attach description	1-4pts	
<b>PROFESSIONAL DEVELOPMENT</b>		
<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	



**B. Procedure For Application To Staff Nurse III**

1. The candidate seeking promotion or re-appointment to Staff Nurse III will be responsible for completing the promotion requirements. The applicant must submit the appropriate documentation to the Chief Nursing Officer before the deadline of each application period: March 1 & September 1. Portfolios submitted after each deadline will be considered for the next application period.
2. The Staff Nurse III Review Board shall consist of:
  - Chief Nursing Officer, or designee
  - Candidate's Nurse Manager
  - One representative from Nursing Administration
  - Three (3) Staff Nurse III's
  - a. The Chief Nursing Officer or designee will select all administrative members to the Board including at least one (1) alternate.
  - b. Selection of Staff Nurse III's to the Board will be accomplished by soliciting consents to serve from among the current Staff Nurse III membership, beginning November 1, 1992, and every two (2) years thereafter. Staff Nurse III members will elect three (3) Staff Nurse III's and one (1) alternate by secret ballot from among those submitting consents to serve.
  - c. If there are not enough Staff Nurse III's, then the PPC will elect a member or member(s) to serve on the Staff Nurse III Review Board.

Elections will be held on or about December 1, 1992 and every two (2) years thereafter.

1. The promotion file must show that qualifications and criteria ~~in sections B, C, D, and E~~ have been met.
2. The Staff Nurse III Review Board shall review all applications received by the deadline of each application period-February 1 and August 1. Applicants will be notified of the date of the Review Board interview within fourteen (14) days of the applicable application deadline. The interview shall take place within one month-when possible- of the applicable deadline dates. Applicants will be notified in writing of the committee's decision (with reasons for denial clearly explained) within seven (7) calendar days of the interview." All promotions to Staff Nurse III will become effective with the start of the first full payroll period following the Committee's decision.
3. The interview will not take place unless there are equal numbers of committee members to participate.

### **C. Maintenance Of Staff Nurse III Classification**

1. All Staff Nurse III's will be evaluated every two (2) years to determine that their performance remains at the Staff Nurse III level. RN must complete activities totaling at least twenty (20) points over the 2-year span. Ten (10) months after appointment or re-appointment, the SN III will initiate a conference with his/her Nurse Manager to determine if the SN III is making adequate progress toward maintaining SN III status. If the Nurse Manager determines that the SN III is not making adequate progress, the SN III will be advised in writing and given 60 days to demonstrate completion of at least 10 points. If 10 points are not completed by 12 months, the SN III will revert to SN II status. If the SN III fails to initiate a conference, he/she will revert to SN II status at 12 months after appointment/reappointment. Performance standards will include maintenance of initial criteria.
2. The Staff Nurse III will send a completed portfolio to the Staff Nurse III Review Board every two (2) years, on the anniversary date of the application period which he/she became a Staff Nurse III. This date will be February 1 or August 1. The Review Board shall review the portfolio within fourteen (14) days of portfolio submission and notify the Staff Nurse III of acceptance or denial with reasons for denial clearly explained) within one month of the committee's decision.
3. Three (3) months prior to the bi-annual performance appraisal the Staff Nurse III initiates a conference with the Nurse Manager to discuss the upcoming evaluation.
4. If position performance standards are not being met, the Nurse Manager will notify the Staff Nurse III of the areas of deficiency.
5. A Nurse who no longer satisfies the Staff Nurse III requirements will be reclassified to a Staff Nurse II with full credit given for all time spent as a Staff Nurse III, as though that time had been spent as a Staff Nurse II.
6. Transfers out of clinical specialty or reduction of hours to non-benefited status will result in the Staff Nurse III automatically reverting to the Staff Nurse II classification. A Staff Nurse III who transfers to a new specialty may be considered for promotion after one year.

### **D. Compensation And Tenure Placement**

1. The Staff Nurse III will be compensated at a rate of five percent (5%) above the base rate for Staff Nurse II across the board at all tenure steps.
2. Upon promotion to Staff Nurse III the Nurse will remain in the same tenure step and progress to the next tenure step at the same time that he/she would have progressed when in the Staff Nurse II classification. Further tenure step movement will be in accordance with the relevant provisions of the Memorandum of Understanding.
3. Upon reclassification from Staff Nurse III to Staff Nurse II the Nurse will remain in the same tenure step and progress to the next tenure step at the same time that he/she

would have progressed when in the Staff Nurse III classification. Further tenure step movement will be in accordance with the relevant provisions of the Memorandum of Understanding.

- E.** The Hospital will create a committee mostly comprised of Staff Nurse III's to provide input on the threshold requirements to become a Staff Nurse III. Members of the Professional Practices Committee (PPC) may participate in an advisory capacity only. The Executive Director of Nursing Services will have the final approval of any such changes that are recommended.



**Appendix C**  
**Tentative Transition Agreement**

**Tentative Transition Agreement between Alameda Health System  
(AHS) and Alameda Hospital California Nurses Association (CNA)  
June 11, 2014**

The following agreement is reached by and between the California Nurses Association (CNA) and the Alameda Health System (AHS) for purposes of memorializing memorializing the intent of the parties with respect to the affiliation effective July 1, 2014 of AHS with Alameda Hospital. AHS recognizes CNA as the exclusive collective bargaining representative for the RNs working in all job classifications it currently represents at Alameda Hospital. AHS further recognizes and adopts the current collective bargaining agreement embodying all existing terms and condition of employment affecting bargaining unit employees, other than the terms listed as follows:

- A.** Health and welfare benefits shall be as described in the meeting of February 18, 2014 (see attached).
- B.** All employees will be treated as new hires which will encompass:
  - 1. A Pre-employment Physical including drug screen if the requirements were not previously met with Alameda Health District documented with proof in their files.
  - 2. A Background check if the requirements were not previously met with Alameda Health District documented with proof in their files
  - 3. A 90 day introductory period of employment during which the employee is not tenured. The following will apply during the Introductory Period of Employment.
    - a. During the 90 Day Introductory Period of Employment, the normal disciplinary action process will be suspended. After the introductory period is up, the normal process dictated by the Contract and practice will resume.
    - b. During the 90 Day Introductory Period, the first step in discipline will be a letter of warning which will document the violations or issues the specific RN is having.
    - c. If issues of a serious nature are not corrected during the Introductory Period, the RN will be issued a termination letter providing the basis for termination.
    - d. An informal post-termination hearing will be held in front of a three person panel. Each party will designate one panel member to serve on the three-member panel. A

neutral third party will serve as the third member and chair. The neutral third party will be selected by mutual agreement between AHS and CNA.

- e. Both parties will stipulate to documents, facts and issues not in dispute at the beginning of the hearing. Each party will present their case with only a summary of what witnesses would say. The parties will have all witnesses present and available at the hearing location. Witnesses may be called by the panel.
- f. Upon conclusion of the case presentation and closing arguments, the panel will deliberate privately to decide what to recommend to the Executive. The Panel shall reach a majority decision to either uphold the termination or overrule the termination. If the decision to terminate is upheld and the Executive accepts the decision, the decision shall be final and binding on all parties. If the decision to terminate is overruled by the Panel, the Executive can accept, modify, or reject the panel decision and proceed to termination. An Executive decision to overrule the panel and proceed to termination shall be grievable through the regular grievance arbitration process of the contract.
- g. The parties recognize that the above hearing and resolution process may exceed the 90 day Introductory Period.

- C. Contingent upon all current contract increases/re-openers being deleted from the contract, AHS offers the following wage increases:
  - 1. Wage increase of 1% across the board effective pay period 14 of 2014
  - 2. 2% across the board effective pay period 14 of 2015
- D. All vacation balances will be brought over. RNs will have 50% of their sick leave balance as of June 30, 2014 credited.
- E. AHS agrees to continue discussion of Charge Nurse positions in August of 2014.
- F. AHS agrees that RNs can use sick leave to cover 100% of Kincare.
- G. All provisions of the Agreement signed August 9, 2013 are hereby incorporated into this Agreement. That includes the employer contribution to the Steelworkers Pension increasing to ten percent (10%).
- H. The contract expiration date remains December 31, 2015.

For AHS:

*[Signature]*

*[Signature]*

Date: 6/11/14

For CNA

*[Signature]*

**(R R(J**

**J**

Date: 6/11/2014

## **Appendix D**

### **HEALTH PLAN BENEFIT INFORMATION**

Nurses can view current health plan information through their electronic account for benefits and payroll information, which is accessible through the AHS intranet.

## **SIDE LETTER AGREEMENT #1**

### **Acuity and Nurse-to-Patient Ratios -- July 1, 2006**

In order to systematically report acuities and make accurate staffing decisions as required by state regulations, the parties agree that a system must be implemented that standardizes the reporting process.

It is understood that on each shift, the units' charge, coordinator, or designated RNs will calculate the patient acuity and report, on a standardized form, the acuity levels to the House Supervisor/Staffing Coordinator prior to staffing decisions being made. These staffing needs shall be documented on this form and signed off by the charge, coordinator, or designated RN in the unit, and by the House Supervisor/Staffing Coordinator. Any variances in actual staffing for that shift will also be documented on this form. These forms shall be maintained by the hospital's staffing office and shall be made accessible to the PPC and Grasp Committee members for review.

The parties agree that the implementation of a standardized procedure for the reporting of acuities shall occur no later than 90 days past contract ratification.

The parties, through the work of the GRASP Committee, have engaged in a comprehensive review and evaluation of the current acuity system, and agree that modifications and updates are necessary for more accurately determining workload measurement. More recent patient care requirements and nursing tasks need to be added to the list of nursing responsibilities, and time studies need to be performed with results incorporated into the acuity system. The parties agree that these necessary steps to refine the system shall take place no later than March 31, 2007.

The parties further agree that disagreements with respect to conditions referenced in this Letter shall be subject to the dispute resolution process outlined in Article 37 of this MOU.

## **SIDE LETTER AGREEMENT #2**

### **Regarding Staffing and Patient Care Issues -- June 11, 1997**

#### **A. Patient Classification System Committee**

Four members designated by the Professional Performance Committee and four representatives of Nursing Administration shall serve as the Committee required by Section 70217© of Title 22. The Committee shall meet within thirty (30) days of ratification of this Agreement and shall meet at least annually thereafter.

Differences of opinion between CNA and Nursing Administration representatives on the Committee may only be referred, by either party, to the Review Committee in accordance with Section 24 of the Memorandum of Understanding.

1. The Hospital shall implement a patient classification system, as defined in Section 70053.2 of Title 22, for determining nursing care needs of individual patients that reflects the assessment, made by a Registered Nurse as specified in Item 2, RN Scope of Practice, below, or patient requirements and provides for shift - by - shift staffing based on those requirements. The system developed by the Hospital shall include, but not be limited to, the following elements:

Individual patient care requirements

The patient care delivery system

Generally accepted standards of nursing practice, as well as elements reflective of the unique nature of the Hospital's population.

2. A written staffing plan shall be developed by the Chief Nursing Officer, or a designee, based on patient care needs determined by the patient classification system. The staffing plan shall be developed and implemented for each patient care unit and shall specify patient care requirements and the staffing levels for Registered Nurses and other licensed and unlicensed personnel. The plan shall include the following:
  - a. Staffing requirements as determined by the patient classification system for each unit, documented on a day-to-day, shift-by-shift basis.
  - b. The actual staff and staff mix provided, documented on a day-to-day, shift by shift basis.
  - c. The variance between required and actual staffing patterns, documented on a day-to-day, shift-by-shift basis.
  - d. The staffing plan shall be retained for the time period between licensing surveys, which includes the Consolidated Accreditation and Licensing Survey process.

3. The reliability of the patient classification system for validating staffing requirements shall be reviewed at least annually by a committee appointed by the Chief Nursing Officer (see first paragraph, above, for composition of the committee) to determine whether or not the system accurately measures patient care needs.
4. At least half of the members of the Review Committee shall be Registered Nurses who provide direct patient care.
5. If the review reveals that adjustments are necessary in the patient classification system in order to assure accuracy in measuring patient care needs, such adjustments must be implemented within thirty (30) days of that determination.

**B. RN Scope Of Practice**

A Registered Nurse shall directly provide:

1. Ongoing patient assessments as defined in the Business and Professions Code, Section 2725(d). Such assessments shall be performed, and the findings documented in the patient's medical record, for each shift, and upon receipt of the patient when he/she is transferred to another patient care area.
2. The planning, supervision, implementation, and evaluation of the nursing care provided to each patient. The implementation of nursing care may be delegated by the Registered Nurse responsible for the patient to other licensed nursing staff, or may be assigned to unlicensed staff, subject to any limitations of their licensure, certification, level of validated competency, and/or regulation.
3. The assessment, planning, implementation and evaluation of patient education, including ongoing discharge teaching of each patient. Any assignment of specific patient education tasks to patient care personnel shall be made by the Registered Nurse responsible for the patient.

**C. Patient Care Assignments**

All patient care personnel, including temporary staff as described in subsection 70217(m) of Title 22 (registry staff), shall be subject to the process of competency validation for their assigned patient care unit or units. Prior to the completion of validation of the competency standards for a patient care unit; patient care assignments shall be subject to the following restrictions:

1. Assignments shall include only those duties and responsibilities for which competency has been validated.
2. A Registered Nurse who has demonstrated competency for the patient care unit shall be responsible for nursing care described in Item 2, RN Scope of Practice, above, or for providing clinical supervision and coordination of the care given by LVNs and unlicensed nursing personnel, until all the standards of competency for that unit have been validated.

Notwithstanding the above, the Hospital shall only be required to follow the most current regulations under Title 22 of the California Code of Regulations. In the event the Title 22 language set forth above is amended, this side letter shall be modified accordingly.

CALIFORNIA NURSES ASSOCIATION

ALAMEDA HOSPITAL

*Isl* Rose Ann DeMoro

*Isl* William J. Dal Cielo

*Isl* Verlee Young

*Isl* Lodema Cruz

*Isl* Dawn Palen

*Isl* Joe Keffer

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Date: June 11, 1997

*Isl* Date: June 11, 1997



**SIDE LETTER #3**  
**CHARGE NURSE / COORDINATOR RESPONSIBILITIES**

**SIDE LETTER AGREEMENT**

The parties agree to meet and confer for the purpose of resolving outstanding issues related to the Charge Nurse/Coordinator Responsibilities. The meet and confer process will begin within 120 days of the union's ratification of the memorandum of understanding (subsequent MOU to the January 1, 2015 – December 31, 2018 MOU). The existing Charge Nurse Description and Relief Nurse Duties – January, 2014 attachments will be reviewed as part of the meet and confer process.

CALIFORNIA NURSES ASSOCIATION

A handwritten signature in black ink, appearing to be 'PJ', written over a horizontal line.

ALAMEDA HEALTH SYSTEM

A handwritten signature in blue ink, appearing to be 'McInnes', written over a horizontal line.

Date: \_\_\_\_\_

3/8/2021