

**2025 Memorandum of Understanding Negotiations
Between the
Alameda Health System
and
California Nurses Association
at
Alameda Hospital and San Leandro Hospital
Comprehensive Tentative Agreement**

This is a comprehensive tentative agreement, intended to represent the full agreement of the parties and the conclusion of bargaining for the successor memorandum of understanding. This comprehensive tentative agreement will remain tentative until ratified by the Association and approved by the Board of Trustees ("BOT").

All proposals and subjects of bargaining not addressed below shall be deemed as withdrawn by the respective Party. The following proposals only will be included in the successor MOU.

"A" designates Association Proposals
"AHS" designates AHS Proposals

Proposal #	MOU Section/Item	Date TA
✓ A#1	Recognition and AH & SLH Exhibits (AHS 12/16/24 Proposal)	TA 2/28/25
✓ A#2	Association Security (1/29/25 Proposal)	TA 2/20/25
✓ A#3	Access	TA 2/8/24
✓ A#4	Diversity & Equity (3/4/25 AHS Counter)	TA 3/10/25
✓ A#6	No Discrimination (11/20/24 Proposal)	TA 2/20/25
✓ A (no number)	Change in Employment	TA 4/2/24
✓ A#7	Holidays (6/28/24 AHS Counter)	TA 3/10/25
✓ A#8	Personnel Categories (AHS 9/27/24 Proposal)	TA 2/28/25
✓ A#9	Health and Safety (AHS 5/20/24 Proposal)	TA 2/28/25
✓ A#10	Bulletin Boards	TA 3/27/24
✓ A#11	Technology (AHS Counter 3/4/25)	TA 3/10/25
✓ A#12	Parking	TA 9/13/24
✓ A#13	RN Response Network	TA 4/2/24
✓ A#14	Nurse Representatives	TA 9/27/24
✓ A#15	Professional Performance Committee (PPC)	TA 10/29/24
✓ AHS #15	Floating (AHS Counter of 3/17/2025)	TA 3/26/2025
✓ A#16	Registered Nurse Vacancies and Replacements (1/29/25 Proposal)	TA 2/20/25
✓ A#17	Job Posting and Filling of Vacancies (AHS 1/9/25 Proposal)	TA 2/28/25
✓ A# 18	Seniority (AHS Counter of 3/4/2025)	TA 3/26/25
✓ A#19	Cancellation, Layoff, Reduction in Time (CNA 3/10/25 Counter)	TA 3/17/25
✓ A#20	Staffing	TA 12/16/24

✓ A#21	Grievance and Arbitration	TA 8/7/24
✓ A#22	Discipline to AHS	TA 9/13/24
✓ A#23	Cross Training Program for Staff Development	TA 8/7/24
✓ A#24	Meeting Rooms	TA 9/27/24
✓ A#25	Hours of Work (AHS 3/26/2025 counter)	TA 3/26/25
✓ A#26	Leaves of Absence (AHS 2/20/25 Proposal)	TA 2/28/25
✓ A# 27	Comprehensive Economic Package – ECONOMICS (AHS 3/26/2025 Counter)	TA 3/26/2025
✓ A#27	Comprehensive Economic Package - BENEFITS	
✓ A (no number)	CNA Propose to TA on SLH Appendix F - RN Mentor Task Force	TA 7/26/24
✓ A (no number)	CNA propose to strike SLH Appendix G Meals and Rest Period	TA 7/26/24
✓ A (no number)	CNA propose to strike AH Appendix C Transition Agreement	TA 7/26/24
✓ AHS#1	American Disabilities Act	TA 9/13/24
✓ AHS#2	In-Service Education	TA 5/20/24. 9/13/2024 Responded in Hours of Work Proposal of 8/27/24.
✓ AHS#3	Insurance Review	TA 9/13/24
✓ AHS #5	Management Rights (AHS 3/26/25 Amended Proposal)	TA 3/26/25
✓ AHS#6	National Health Care	TA 9/13/24
✓ AHS#8	Savings Severability	TA 9/13/24
✓ AHS#10	Successor	TA 10/16/24
✓ AHS#11	Utilization Of Specialties	TA 9/13/24

Comprehensive Tentative Agreement reached 3-26-2025.

Tentative pending ratification by California Nurses Association and adoption by AHS Board of Trustees.

For California Nurses Association (CNA):

For Alameda Health System (AHS):

X Fabiana Ochoa 3/26/25
Fabiana Ochoa
Lead Labor Representative CNA

X Mike Fouch
Mike Fouch
Interim Manager, Labor Relations

X Justin Taylor 3/26/25
Justin Taylor
Labor Representative CNA

X Jeff Bailey
Jeff Bailey
Negotiator, IEDA

X Linda Strack
Linda Strack
O.R. RN, Alameda Hospital

X Glenda Cabotaje
Glenda Cabotaje
PACU RN, Alameda Hospital

X Mawata Kamara
Mawata Kamara
Emergency Dept. RN, San Leandro Hospital

X Lisa R. Lafave
Lisa R. Lafave
O.R. RN, San Leandro Hospital

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Green Highlight = AH
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~~Struck Language~~ = proposing to strike
Bold and Underline = New CNA Language
Blue Highlight = AHS language

ARTICLE #. RECOGNITION

- A. ~~The Hospital~~ AHS hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining for all nurses in the classifications listed below; all graduate Registered Nurses; and interim permittees but excluding those classifications and/or nurses designated as managerial, supervisory, or confidential, at San Leandro and **Alameda Hospital** and, if ever, any replacement facilities.

B. New Classifications

1. When ~~AHS The Hospital~~ creates a new Registered Nurse classification and title, ~~AHS 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 **providing** such notice to contest **AHS's** ~~The Hospital's~~ assignment of the newly created classification/title to a bargaining unit, or to an employee grouping which has not been assigned to a bargaining unit.
 - a. If the Association contests the bargaining unit assignment of the newly created classification/title within the 30 (thirty) calendar day notice period, ~~AHS 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

1. RN I: A RN I is a Registered Nurse who has less than six (6) months of recent hospital, clinic, or similar nursing experience. A Staff Nurse I shall receive the Staff Nurse I rate for the first six (6) months of employment and

2023 Bargaining AHS/C.N.A.(AH & SLH)
AHS to CNA COUNTER to
Proposal #1
Article XX Recognition
Date offered: 2-14-2024
Counter Proposal # 1
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will move automatically to the first step for Staff Nurse II upon the completion of six (6) months employment with ~~AHS The Hospital~~.

2. RN II: A RN II is a Registered Nurse who at the time she/he is first employed by ~~AHS The Hospital~~ has at least six (6) months of recent hospital, clinic, or similar nursing experience.

D. The classifications covered by this Agreement are described in Exhibit # for Alameda Hospital and Exhibit # for San Leandro Hospital.
(See Separate documents for AH & SLH Classifications)

Tentative Agreement reached 2-28-2025.

Tentative Agreement pending ratification by union.

X

California Nurses Association

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Alameda Health System

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Alameda Health System

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Exhibit #xx. CLASSIFICATIONS COVERED AT ALAMEDA HOSPITAL

A. Alameda Hospital

B. The classifications covered by this Agreement are listed below:

Job Code	Title
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)
53483	AHD Charge Nurse
53483	AHD Charge Nurse (SAN)
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)
TBD	AHD Break Relief Nurse
TBD	AHD Break Relief Nurse (SAN)

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Exhibit #XX. CLASSIFICATIONS COVERED BY SAN LEANDRO HOSPITAL

A. San Leandro Hospital

B. The classifications covered by this Agreement are listed below:

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

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Counter #2
to CNA SLH Exhibit in Proposal #1
Article XX Recognition
Date offered: 12-12-2024
Counter Proposal: # 2
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53488	SLH RN II Grandfathered
53489	SLH RN II Short Hour
53490	SLH RN II Weekend
#####	SLH RN III tbd



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ARTICLE #. ASSOCIATION SECURITY

A. The parties hereto recognize that the basic function of ~~the Hospital~~ **at AHS** is to provide care for the sick, and it is the basic purpose of the California Nurses Association to advance the standards of nursing practice to the end that better nursing may be achieved. ~~The Hospital~~ **AHS** recognizes that the Association has responsibility for and contributes to fostering high standards of nursing practice, and through membership in the Association, the professional nursing staff ~~in the Hospital~~ **at AHS** will be improved.

B. Union Membership

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

C. All nurses covered by the terms of this **Master** Agreement may voluntarily become and remain members in good standing of the Association pursuant to the provisions of the Meyers-Milias-Brown-Act (MMBA). No nurse shall be required to join the Association as a condition of employment ~~with the Hospital~~ **AHS**.

D. In the event ~~the Hospital~~ **AHS** receives inquiries/communications from a nurse(s) regarding Association membership, ~~the Hospital~~ **AHS** shall redirect the nurse to the Association. Any written inquiries/communications from nurses shall be forwarded to the Association.

E. The Association shall certify to ~~the Hospital~~ **AHS** in writing the dues required for Association membership. The Association certifies that it will only send requests to initiate dues deductions for nurses who have authorized the deductions.

F. In accordance with federal and state law, ~~the Hospital~~ **AHS** will deduct membership dues effective the pay period following receipt of appropriate notice that a nurse covered by this Agreement is a member of the Association.

G. Any changes in the amounts to be deducted for CNA dues shall be certified to **AHS** ~~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, parties shall meet and discuss the estimated cost and estimated time of completion (**machine**,

The California Nurses Association reserves the right to add, modify, change and/or withdraw proposals at any time. All tentative agreements are subject to final ratification vote.



programming, etc). ~~The Hospital~~ AHS shall provide the Association with estimated costs and estimated time of completion. The Association shall pay the agreed-upon costs before AHS ~~the Hospital~~ makes the changes.

H. Deduction and remittance of membership dues shall be in accordance with payroll procedures in place at the time the deduction is made, unless there are insufficient net earnings in that period to cover said deduction.

I. Voluntary Political Education and Action Fund

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

J. Indemnification

The Association will indemnify and hold ~~the Hospital~~ AHS 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 and/or PAC provisions herein, including the cost of defending against any such claim or obligation.

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

K. New Employee Notice and Orientation

1. All new hires shall attend a mandatory, New Employee Orientation (NEO). The Association shall not be denied access to any in-person NEO onboarding meetings for new hires. If a nurse is unable to attend NEO then the nurse shall attend a make-up session to take place no later than thirty (30) days after their start date.
2. In the event that the NEO is held virtually the association may request that AHS provide an alternate opportunity to meet with its members in person when AHS holds other in person trainings or orientations for new hires at the conclusion of such trainings or orientations. This opportunity shall be provided to the association no later than thirty (30) days after their start date. Such requests will not be unreasonably denied.
3. On an annual basis, ~~the Hospital~~ AHS 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~~ AHS shall provide the Association with a minimum of 10 (ten) days'

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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.

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

L. Employee Lists:

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

Tentative Agreement reached 2-20-2025.

Tentative Agreement pending ratification by union.

X

California Nurses Association

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Alameda Health System

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Alameda Health System

2023 Bargaining AHS/C.N.A.(AH & SLH)
AHS to CNA COUNTER to Proposal #3
Article XX Access
Date offered: 2-8-2024
Counter Proposal #1
Page 1 of 1

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ARTICLE #. 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 Leadership and Personnel Offices of such visits before or at the time of entering the Hospital.

Tentative Agreement reached 2-8-2024

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Fabiana Ochoa 2/14/2024
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California Nurses Association
Fabiana Ochoa

X DocuSigned by:
Jeff Bailey 2/14/2024
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Alameda Health System
Jeff Bailey

X DocuSigned by:
Mike Fouch 2/16/2024
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Alameda Health System
Mike Fouch

New Article: DIVERSITY AND EQUITY

- A. ~~AHS will take affirmative steps to reverse the impact of historical racism and discrimination in the nursing profession and healthcare industry and is committed to an RN workforce that is representative of the communities it serves.~~
- B. The union shall appoint a registered nurse/nurses from San Leandro and/or Alameda Hospitals to apply for to the AHS “Health Equity, Diversity, and Inclusion Belonging Committee (HEDI-B) in accordance with the application process for the committee. The primary functions include strategic plan project review and consultation or review of activities/initiatives that fall within the areas of: Patient Care, Organization, Community Activities. HEDI-B brings a systemic approach and vision to advancing health equity, diversity, and inclusion at all levels of the system. It will look inward to ask what extent is the AHS culture diverse and inclusive.
- C. ~~A RN Equity Committee (RNEC) shall be established at the facility comprised solely of bargaining unit Registered Nurses appointed by the Union.~~
- 1) ~~The function of the committee will be to recommend to the Hospital ways and means to address disparities in recruitment, selection, retention, training, promotion, and patient care.~~
 - 2) ~~The Hospital will respond to recommendations from the committee within fourteen (14) days of receipt of such recommendations. Prior to implementation, any recommendation that would require modification of this Agreement must be reduced to writing and agreed to by the Hospital and the Union’s director of collective bargaining or their designee.~~
 - 3) ~~The Hospital will compensate each member of the REC up to four (4) hours of pay for time spent in monthly REC meetings, up to a maximum of one committee member per one hundred bargaining unit Registered Nurses or three (3) committee members, whichever is greater.~~
- D. The Hospital will conduct an annual demographic survey providing Registered Nurses an anonymous opportunity to self-identify with respect to, among other things, race/ethnicity, national background, educational background, sexual orientation, gender identity, age and creed. The survey will also include unit, shift, job title, and pay rate. The individual survey results will be provided to the Union.

- E. ~~When the Hospital seeks candidates for a vacant bargaining unit position that cannot be filled with an internal applicant or for purposes of promoting an existing bargaining unit Registered Nurse the Hospital will ensure that it interviews at least two (2) candidates from groups traditionally underrepresented in nursing prior to making a hiring decision.~~**
- F. ~~The Hospital shall remove barriers to practice where they exist and refrain from creating new ones, including but not limited to:~~**
- 1) ~~The Hospital shall neither establish nor maintain quotas or requirements for an RNs to possess a Bachelors of Science in Nursing (BSN) degree, or any other degree, in any bargaining unit positions where such degree is not required for licensure or certification to practice in such position.~~**
 - 2) ~~The Hospital shall ensure that training opportunities are available for any specific skills or experience which may be required in a bargaining unit position.~~**
 - 3) ~~The Hospital shall neither establish, maintain, nor contract with a third party to provide training programs, new grad programs, or residency programs that require repayment or levy fees based on length of employment.~~**

Tentative Agreement reached 3-10-2025.

Tentative Agreement pending ratification by union.

X

California Nurses Association

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Alameda Health System

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Alameda Health System



ARTICLE 4-## NON-DISCRIMINATION IN EMPLOYMENT

SECTION 2. NON-DISCRIMINATION:

~~San Leandro Hospital-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 ~~San Leandro Hospital-Alameda Hospital~~ policies.

~~There shall be no discrimination against any Registered Nurse or applicant because of race, color, religion, national origin, citizenship, sex, sexual orientation, gender identity or expression, age, disability, marital status, genetic information, or any other characteristic protected by law. The Hospital is committed to providing a work environment free from discrimination and unlawful harassment.~~

~~The Hospital will not tolerate written, verbal, or physical conduct that denigrates or shows hostility or aversion toward an individual based on any of the characteristics described above or otherwise protected by law. The Hospital's anti-harassment policy must be available to Registered Nurses, patients, visitors, physicians, and all other hospital employees. The Hospital shall be responsible for informing all parties entering the facility of anti-harassment policies.~~

~~Within 10 days of an issued complaint the Hospital will investigate all complaints of discrimination or harassment and will take all reasonable steps to protect a Registered Nurse who reports such conduct from continuing discrimination or harassment and from retaliation because of having reported such conduct. A Registered Nurse who reports unlawful discrimination or harassment as defined in this Article, shall have the opportunity to be accompanied by a Nurse Representative to any meeting(s) related to the complaint. The Hospital will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged discrimination or harassment from retaliation. The hospital will complete the investigation within thirty (30) calendar days. Within seven (7) days from the completion of the investigation, the employer will notify the union and all responsible parties of the results of the investigation and any action the employer took to prevent future acts of discrimination/harassment.~~

~~The Hospital will provide the union at least once per quarter a summary report of the total number of discrimination/harassment investigations involving Registered Nurses including the results and remedies associated with such investigations.~~

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ARTICLE XX HOLIDAYS - ALAMEDA HOSPITAL

A. **Recognized Holidays**

1. **Regular Holidays**

The following holidays shall be recognized:

New Year's Day

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Nurse's Birthday

Two floating Holidays

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 **AHS** 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.~~

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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, AHS 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

AHS 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 AHS's 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

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Nurse takes the compensatory time off shall be set only by mutual agreement between the Nurse and **AHS** 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 **AHS** the Hospital, whichever comes first.

F. Rotation of Holiday Time

AHS 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~~ **Article XX** 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.~~ **based upon the hours the employee is regularly scheduled to work (FTE). Short-hour and Services-As-Needed (SAN) employees are not entitled to the holiday benefit.**

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

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Article XX. HOLIDAYS - SAN LEANDRO HOSPITAL

A. Holidays

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

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

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

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

If a Nurse is required to work any of the aforementioned days she/he shall receive time and one-half (1½) for all hours worked on

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these days. A work shift shall be deemed to fall on these days when the major portion of the shift falls on such days.

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

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

Guaranteed Holiday Off

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

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ARTICLE ## Personnel Categories

I. Regular Full-Time Nurses

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

II.

A. Regular Part-Time Nurses

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

III. Short Hour Nurse

A non-benefitted short hour nurse who is one working a set schedule under ~~regularly scheduled to work on a predetermined schedule of less than~~ twenty (20) hours per week.

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

1. A SAN Nurse is defined as a Nurse who is employed to work ~~a non-predetermined work schedule~~ intermittently. The SAN Nurse shall be available to work four (4) shifts ~~and two (2) weekend 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.~~
2. Additionally, ~~all~~ SAN Nurses must be available to work at least **two (2) and work a minimum of** one (1) of the three (3) **major** holidays ~~(New Year's, Thanksgiving, or Christmas)~~ below:
 - a. Thanksgiving (NOC)
 - b. Thanksgiving Day (AM/PM)
 - c. Christmas Eve (NOC)
 - d. Christmas Day (AM/PM)
 - e. New Year's Eve (NOC)
 - f. New Year's Day (AM/PM)
3. SAN Nurses will indicate their preferences for working any ~~one~~ **two** of the three (3) holidays with the first listing being the most preferred and the last being the

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least desirable.

4. The process of assigning holidays will be completed and finalized by October 1st of each year. SAN nurses shall submit their holiday shift availability by no later than October 20th of each year. The final holiday schedule shall be posted and available by no later than November 1st of each year.
5. Recognize ~~If~~ the above timeline results in a truncated posting period for the schedule surrounding the Thanksgiving Holiday, this section supersedes and is an exception to the posting requirements provided in ~~Section 8~~ **(Article TBD)**- Hours of Work

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

IV. Temporary Nurse

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

V. ~~Staff Nurse Categories~~

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

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

C. Staff Nurse III: ~~TBD~~ See Appendix TBD of the Memorandum of Understanding for criteria for appointment to, and maintenance of, this position. ~~[The union reserves the right to negotiate the compensation for this position at a later date.]~~ **Terms and conditions and compensation for this position will be negotiated at a later date.**

VI. Probationary Period

A. A probationary period of ninety (90) days from date of commencement of regular employment as a Staff Nurse shall apply, during which a Nurse may be terminated for any reason which in the judgment of the Hospital is good and sufficient. A regular full-time Nurse may be dismissed without recourse to the grievance procedure during the first ninety (90) days of employment, other than for reasons set forth in Section 2 ~~Article TBD~~ **Non-Discrimination** **Non-Discrimination in Employment** of this Agreement.

- B. In addition to any applicable probationary period as a Staff Nurse, an Interim Permittee

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Temporary Nurse shall remain in a probationary status throughout the period as an ~~Interim Permittee~~ **Temporary Nurse**.

- C. The probationary period for a new SAN Nurse and Short Hour Nurse or a Short Hour Nurse hired after a break in service shall be ninety (90) calendar days. 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) two hundred fifty (250) **three hundred and sixty (360)** hours of work, whichever is the lesser span of time. ~~whichever comes later, but shall not exceed six (6) months.~~

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ARTICLE 41 ~~XX~~ HEALTH AND SAFETY

A.

I. Safe Patient Handling.

A. AHS shall maintain a safe patient-handling program.

- A clinical assessment by Nurses of the patient's mobility and patient handling needs;
- Patient handling equipment;
- Training in safe patient handling and equipment use;
- Required adherence to patient handling policies and procedures, which incorporates procedures for emergency safe patient handling; and
- Training of all staff with patient handling responsibilities in safe patient handling methods.

B. AHS will continue to provide mandatory "hands on" training on lift equipment and safe patient handling techniques, consistent with AHS's safe patient handling program.

C. AHS will continue to provide sufficient safe lifting equipment on each unit to comply with AHS's safe patient handling program. AHS shall provide lumbar support and gait belts. This Hospital shall include providing lumbar support and gait belts.

D. A designated representative of AHS shall meet with the Professional Performance Committee at least quarterly, upon the request of the PPC, to discuss any concerns with AHS's safe patient handling program and to develop, as appropriate, a mutually agreed-upon plan of improvements or corrections.

E. At a Nurse's request, AHS shall provide an ergonomic evaluation of the work environment, including the Nurse's workspace and equipment. Prior to any physical changes in the work environment, an ergonomic evaluation shall be done. Results of the ergonomic evaluation shall be reviewed and implemented in accordance with existing safety policies and AHS's safe patient handling program.

A. Safe Lifts

1. ~~The Hospital~~ **AHS shall provide equipment designed to assist Hospital AHS staff in the lifting of patients. The Hospital AHS 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~~ **AHS shall provide lumbar support and gait belts.**

3. ~~For purposes of this Article "lift team" means Hospital~~ **AHS 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 AHS agrees**

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to comply with any and all existing laws and regulations regarding lift teams and safe patient handling. The Hospital **AHS** shall attempt to replace any assistive staff who is re-assigned from duties on the floor or otherwise unavailable.

B.

II. Workplace Hazards

It is the intention of The Hospital **AHS** 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 PPC 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 **AHS**, the Hospital. The Hospital **AHS** 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.

III. Infectious Disease and Hazardous Substance Protection

The Hospital **AHS** 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.

A. Protocols and Personal Protective Equipment

- 1. AHS shall provide optimal protocols and personal protective equipment (PPE) based on the type and nature of the disease. Optimal protocols and personal protective equipment shall be, at a minimum, the strictest standard among state, local, and federal agency recommendations and/or requirements.**
- 2. AHS shall maintain a stockpile of new, unused PPE in the amount equal to three months of normal consumption, including: N95 filtering facepiece respirators, powered air-purifying respirators with high efficiency particulate air filters, elastomeric air-purifying respirators and appropriate filters or cartridges, surgical masks, isolation gowns, eye protection, shoe coverings.**
- 3. AHS shall ensure that all patients are effectively screened for infectious disease.**
- 4. Any RN assigned to a patient suspected of having an infectious disease shall be provided and**

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use the same PPE and precautions as would be used in the case of a confirmed case of the disease.

5. The Facility will ensure nurse staffing assignments minimize the risk of infection to other patients by using the precautionary principle, placing suspected cases of infectious diseases in AHR (negative pressure) rooms or in rooms with HEPA filters at minimum, and cohorting patients in a dedicated isolation department(s)/unit(s).

6. An RN who refuses an assignment due to concerns about her or his safety regarding personal protective equipment or related protocols shall not, based upon the refusal, be subject to disciplinary action by the hospital or any of its managers or employees.

IV. B. Infectious Disease Training and Education

1. AHS shall provide interactive training and education, at least annually as needed or required, for all RNs who may be exposed to patients, their body fluids, or other potentially infected materials. Training and education shall include, but not be limited to, interactive hands-on training in donning and doffing of personal protective equipment, facility exposure control plans, and other programs related to infectious diseases. There will be additional training and education as needed based on new conditions relating to infectious diseases.

C. Infectious Disease Task Force

1. AHS and the Union shall create an infectious disease task force (IDTF) comprised of (3) representatives appointed by the Union and three (3) representatives appointed by the Chief Nursing Officer. The IDTF shall meet at least twice per year.
2. In the event of an infectious disease outbreak, epidemic, or pandemic that impacts the facility, the IDTF shall meet within twenty-four (24) hours. Thereafter, the IDTF shall meet daily/weekly as needed until the Union and Employer agree to discontinue the meetings.
3. Time spent by Union representatives in IDTF meetings shall be paid at each RN's regular rate of pay, including shift differential and shall also constitute hours worked for the purposes of calculating overtime. Participating RNs shall not suffer any loss of seniority, PTO accrual or other benefits.
4. The IDTF is charged with monitoring preparedness and response to an infectious disease outbreak, epidemic, or pandemic, including but not limited to the optimal type and availability of Personal Protective Equipment (PPE); evaluation of the AHS's exposure control plans and other programs related infectious diseases; implementation of the these plans, programs, procedures, and protocols; the need for off-site emergency triage, immunization, and treatment services; isolation accommodations; and effective communication, education, and training of direct care providers and other frontline staff.

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5. AHS will immediately implement IDTF recommendations.

6. Following meetings of the IDTF, the PPC shall be the forum for ongoing discussion regarding implementation of IDTF recommendations and matters related to infectious disease.

D. Medical Services and Sick Time

1. AHS shall provide a medical services program at no cost to the RNs that includes testing for any RN who requests it. The program shall maintain medical confidentiality. AHS shall provide, but not mandate, all vaccinations, prophylaxis, and medical surveillance recommended by the strictest standards among the CDC, the state health department, the local health officer, or other government agency.

2. The medical services program shall include, at a minimum:

a. Initial medical evaluation to be provided prior to first entrance into a restricted area or area of potential exposure.

b. Surveillance for signs and symptoms of infection. RNs exhibiting signs or symptoms of infection including fever and RNs requesting referral shall be referred immediately for follow-up evaluation.

c. Surveillance for signs and symptoms of over-exposures to hazardous substances used for disinfection and decontamination as appropriate for substances present in the work operation. RNs exhibiting these signs or symptoms shall be referred immediately for follow-up evaluation, and the employer shall further investigate the source of the potential over-exposure and take corrective measures, as needed.

IV. Prevention of Workplace Violence

A. Prevention of Workplace Violence

AHS complies with Cal/OSHA standards. AHS will provide the Union with a copy of all AHS policies, relative to the prevention of workplace violence and/or the threat of workplace violence.

AHS will create a "Prevention of Workplace Violence Committee," consisting of AHSI and Union representatives from each unit, which shall be responsible for meeting no less than four(4) times per year, or more often if necessary, with the objective of making recommendations, implementing, and maintaining Cal/OSHA Workplace Violence Prevention in Healthcare Standards to AHS regarding the prevention of workplace violence.

The Association and AHS agree that documents provided or statements made during a Prevention of Workplace Violence Committee meeting shall not be used or cited as evidence in

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the grievance and arbitration process. However, both parties, reserve the right to obtain information as part of a request for information. Further, neither party waives their right to grieve or arbitrate a subject discussed in a Committee meeting unless that subject is otherwise non-arbitrable as set forth in this Agreement.

B. Cal/OSHA Standards

- 1) AHS has a process for reporting incidents of workplace violence, and will reinforce and educate registered nurses about the process.**
- 2) AHS shall maintain the following prevention measures in every nursing unit to effectively prevent workplace violence:**
 - a. Ensure sufficient numbers of trained staff are available to respond immediately to workplace violence, without conflicting job assignments, on all shifts.**
 - b. Create a plan to prevent the entry of weapons into the facility by patients or visitors.**
 - c. Create a plan for real time reporting of work place violence incidents.**
 - d. Install, implement, and maintain an effective alarm system that can be used during workplace violence incidents.**
 - e. Continue to assess parking lots and walkways around the facility for safety, including but not limited to, adequate lighting and functioning security cameras.**
- 3) Record information about every workplace violence incident, regardless of whether an injury occurs. Nurses shall report every workplace violence incident, in a Violent Incident Log.**
- 4) Implement a training program, which should cover the employer's workplace violence prevention plan, how to report incidents, and other topics. AHS will ensure all nurses have access to annual workplace violence prevention training.**
- 5) In the event of a workplace violence incident, AHS will make available immediate crises and counseling support.**

C. Security in High-Risk Areas

- 1) AHS will ensure the following High-Risk Units are locked at all times: Emergency Department; Critical Care Unit; and Surgical Services. AHS has commenced a plan to**

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control access (control ingress/egress) to Perinatal Services which should occur in Year 2023, pending final regulatory approval. AHS will keep the Prevention of Workplace Violence Committee updated as to progress.

V. Safety & Security

A. ~~D~~. Procedure for Obtaining Assistance from Appropriate Law Enforcement Agencies

1.) AHS will not prohibit a registered nurse for obtaining assistance from appropriate law enforcement agencies when/if workplace violence incident(s) occur.

B. ~~E~~. Security Personnel

1) AHS will require all hospital contracted Security Personnel are trained and fitted on appropriate Personal Protective Equipment (PPE). Example: N-95 mask and Powered Air Purifying Respirator System (PAPRS).

C. ~~F~~. Procedure for Workplace Violence Prevention with High-Risk Patients

1). AHS will hold daily, or more frequently if needed, safety huddles with management, registered nurses, and all members of the patient care team, to develop and maintain a safety plan for all staff for potentially threatening, violent, or high-risk patient(s).

2) AHS will identify and flag patients with a history of violence or threatening behavior. The flagging system is visible to staff electronically, with patient identification bands, and appropriate signage above patient room doors.

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.

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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.

5. The Hospital will continue to maintain its rapid response team to deal with volatile situations.

a. There shall be available security at charge of shifts.

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SECTION 22. HEALTH AND SAFETY

A. Infectious Disease and Hazardous Substance Protection

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

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

a. The Hospital shall provide protocols and personal protective equipment (PPE) based on the known transmission type and nature of the disease or substance and the threat it poses.

b. The Hospital shall engage in the Interactive Process with any nurse who reports an allergy or sensitivity associated with Hospital provided PPE to determine if there is a reasonable alternative.

c. The Hospital shall provide training and education, at least annually, for all nurses who may be exposed to patients' blood or bodily fluids, or other potentially infectious or hazardous substances.

d. There will be additional training and education as needed based on emerging infectious diseases and other hazardous substances.

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

C. Workplace Hazards

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

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to the PPC's recommendations in writing, including its plan of action to respond to the hazards.

D. Safe Lifts

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

E. Ergonomic Evaluations

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

F. Safe Work Environment

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

1. Workplace violence is defined in state law and Hospital policy. The Hospital will endeavor to protect nurses from workplace violence in the following ways:

a. Make available to all nurses copies of the Illness & Injury Prevention Plan (IIPP) and other related Workplace Violence Prevention policies.

b. Provide training to all employees regarding the Workplace Violence Plan and Policy.

c. Consider suggestions from the PPC as to what modifications should be made in improving the Workplace Violence Plan and Policy, local Workplace Violence prevention procedures, and/or training content.

3. In the event a nurse is injured during an incident of workplace violence, the Hospital will immediately provide medical care/first aid to the injured nurse(s), if needed, and will take necessary safety precautions in accordance with state law and Hospital policy.

CNA Counter on proposal #10 CNA to AHS

Article ## Bulletin Board

Date Proposed: March 22nd, 2024

Time Proposed: 11:42am



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ARTICLE ## BULLETIN BOARD AND DROP BOX

A. Bulletin Boards


The Hospital will provide one (1) Association bulletin board for each ~~one hundred (100)~~ **seventy-five (75)** 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.


B. Drop Box

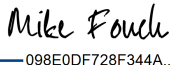
The Hospital will provide a conveniently located bulletin board for the exclusive use by the Association. The Association shall be responsible for posting Association materials, a copy of which shall be furnished to the Hospital at the time of posting.

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

Tentative Agreement reached 3-27-2024

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4/1/2024
California Nurses Association
Fabiana Ochoa

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4/2/2024
Alameda Health System
Jeff Bailey

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Alameda Health System
Mike Fouch

The California Nurses Association reserves the right to add, modify, change and/or withdraw proposals at any time. All tentative agreements are subject to final ratification vote.

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Article ##. Patient Care and Technology

A. Definitions

For the purposes of this Article, technology is defined as hardware devices and software programs that have a direct material impact, as defined by the Meyers Milias Brown Act, on nurses used in the patient care setting as they pertain to diagnoses, prognoses, protocols and planning, implementing, evaluation and documentation of patient care. This includes but is not limited to Artificial Intelligence, Tele Health, tele sitter, computerized charting, provider order entry, computerized protocols or pathways, product and inventory control devices such as barcoding and Pyxis and Omnicell machines; monitoring schemes such as eICU, telemetry, and other remote monitoring; communication and tracking devices such as Vocera, nurse locator buttons, pagers and cellphones.

- B. 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.
- C. Technology should be utilized to safeguard patient confidentiality.
- D. ~~The Hospital~~ **AHS** 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.

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- E. 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.

~~including unrestricted exercise of clinical judgment in assessment, evaluation, planning, implementation and diagnosis, the unhindered ability to act as a patient advocate. The manner in which technology is used shall guarantee patient confidentiality. AHS shall ensure an environment in which technology provides skill enhancement, not skill degradation 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. No Registered Nurse shall be replaced through the implementation of technology.~~

C. Technology Assessment Group

CNA and AHS shall establish a Contract Committee called the Technology Assessment Group (TAG) consisting of not fewer than eight CNA selected Nurses who shall meet one (1) day per week (eight hours) on paid, release time, for the 1st three (3) months after establishment of the TAG, and once per month (eight hours) on paid, release time, thereafter, or more frequently if

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~~needed. The TAG shall be charged with the following responsibilities, consistent with the Principles above:~~

- ~~1. Facilitate and recommend measures objectively to improve the delivery of safe, therapeutic, effective care and educate the Nursing staff about technology.~~
- ~~2. AHS shall provide the TAG with the necessary education and tools to evaluate all new technologies through the ability to request and receive, from the AHS and/or technology contractors and vendors, all information necessary to effectively discharge their responsibility, including the ability to request demonstration of any new technology, the ability to access the methodology and assumptions of the technology (transparency), and the ability to effectively guarantee that the commitments and responsibilities outlined in A, above, can be fulfilled. The TAG may also engage CNA or individual/groups/organizations recommended by CNA, to provide education, analysis or other requested assistance to enable the TAG to discharge its responsibilities. The TAG shall have a regular meeting agenda item for AHS and/or technology contractors and vendors to present information requested by the TAG. The time on the agenda shall vary, based upon the TAG's determination of need. If there is a dispute between the TAG and the Facility regarding implementation of new technology or the effects of implementation of new technology, the TAG shall have the right to resolve the dispute through the grievance/arbitration process under the MOU.~~
- ~~3. Guarantee that AHS technologies are continuously functioning and reliable.~~
- ~~4. Guarantee that new technology can distinguish between populations and the 'best practices' developed from statistical analyses of population data and the treatment of individual patients, thus providing for the Nurse's ability to promote patient specific, individualized safe, therapeutic, effective care, including the ability to incorporate all secondary diagnoses and co-morbidities in the Nurse's assessment of the patient, and~~

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~~their unrestricted ability to follow the Nursing Process, using their clinical judgment, if necessary, to override dictates based solely upon population management.~~

5. ~~Create the operational standards which comply with 1-4 above, develop a methodology to analyze the patient outcomes generated in conjunction with implementation of new technology, including having access to all tracking program software necessary to measure the relationship between patient outcomes, new technology, the Patient Classification System (PCS) and all underlying assumptions regarding compliance with staffing to acuity, in combination with staffing to RN-to-Patient Ratios, as a means of assuring the validity of the new technology. This requires, among other things, that the TAG have access to the assumptions, methodology, and conversion formula(s) used in the PCS, as well as all assumptions, analyses, and formulas used by AHS regarding scope of practice, assessment of patient acuity, skill mix, implementation of meal and break relief, coverage at all times, and other factors determined to be relevant by the TAG.~~

Section 37. Technology

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

A. ~~Technology must be consistent with the provision of safe, therapeutic, effective care, which promotes patient safety. Deployment of technology shall not limit the RN from following the nursing process, including the clinical judgment in assessment, evaluation, planning, and implementation of care, nor from acting as a patient advocate. The parties acknowledge that the new technology may affect nursing duties but shall not be used to replace the RN's delivery of care to patients.~~

F. ~~The manner in which technology is used shall guarantee patient confidentiality.~~

C. ~~Technology is intended to enhance, not degrade nursing skills.~~

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~~D. Technology is intended to provide information and options for clinical decision making. Clinicians will maintain accountability for actual clinical decision making, including incorporating individualized patient needs, complications, co-morbidities, as appropriate.~~

~~E. The Hospital will provide opportunities for Staff Nurses in the affected unit(s) and one PPC member to participate, in the selection, design, build, and validation processes whenever new technology affecting the delivery of nursing care is being considered. To allow for this meaningful dialogue and exchange, the Hospital shall provide a minimum of thirty (30) days' calendar notice to the Association and impacted nurses before implementing such new technology.~~

~~Such Staff Nurses will represent the unit(s) affected. The PPC shall take into consideration the affected unit(s) when assigning PPC members for participation on this committee. The Hospital shall submit a list of obligations and expectations of the committee prior to the PPC's selection of its committee member.~~

~~F. When the Hospital updates or changes their charting system, the Hospital will offer education and hands on training to all nurses impacted by the change prior to implementation of the change(s).~~

~~G. The Hospital shall survey Staff Nurses on the affected unit(s) within three (3) months after the introduction of new technology. Concerns identified shall be addressed by that project's technology committee in writing to the Nurses in the affected unit(s), with a copy to the PPC.~~

~~H. Consistent with the Hospital's policies, Nurses serving on committees to which they have been appointed shall be paid at straight time for hours spent in such committee meetings. PPC funds shall not be used for this purpose.~~

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AHS Counter to CNA Proposal #12
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SECTION 36. Article ##. Parking

I. Access

- A. **AHS will continue to provide free parking within a reasonable distance of the workplace as well as shuttle services between parking areas and work locations at no cost to the Registered Nurses.**
- B. **Registered Nurses scheduled to work evening and night shifts, which for the purposes of this article are those commencing after 5 p.m. (or 5 p.m. to 8 a.m.) as well as those scheduled to work Holidays and all weekends, will continue to be permitted to park in the main lot at no cost.**
- C. **The Hospital-AHS shall give notice to the Association of any decision to charge for parking and shall meet and confer at the Association's request.**

II. Security

- A. **AHS will provide security personnel and services for all parking lots it reserves for staff. Security personnel will be present and available at all parking lots.**
- B. **AHS will continue to provide a security escort to the designated parking lots at the request of an Employee after dark.**
- C. **AHS will meet with Registered Nurses and the Union to discuss concerns related to security, if requested to do so.**

III. Cameras

- A. **AHS will maintain surveillance cameras in the employee parking lot.**
- B. **AHS will maintain its video surveillance recordings for at least seven (7) days. If a nurse feels that an incident of workplace violence has been recorded on the AHS's video surveillance equipment, he/she must alert the AHS to that incident as soon as possible but in all cases less than seven (7) days following the incident if he/she wants the video surveillance recording to be used in the investigation.**

IV. Notice of Changes

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*Tentative Agreement pending ratification by
union.*

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California Nurses Association
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Alameda Health System
Mike Fouch

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Counter to CNA Reply Proposal 13
Article XX RN Response Network
Date offered: April 2 -2024
Counter Proposal #2
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ARTICLE 43

RN RESPONSE NETWORK

APPENDIX E – 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.

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

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

Upon request from the Union Association, the Employer AHS will grant paid leave for education, training, and deployment through the RNRN program as provided in this article.

The Union Association may request in writing up to ~~five (5)~~ **seven (7)** ~~ten (10)~~ Nurses at each hospital to participate in the RNRN program per year. Requests made by the Union Association to exceed ~~five (5)~~ **seven (7)** ~~ten (10)~~ Nurses at each hospital 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 ~~With that understanding, upon notification from CNA, AHS shall allow up to four (4) RNs to utilize~~ **unscheduled accrued paid time off, or an Association Leave (Section 17 Article TBD), or accrued vacation time. for a minimum of two (2) weeks and a maximum of four (4) weeks while deployed by CNA to disasters and emergencies. while participating in the RNRN program or Nurses may donate accrued vacation time or paid time off to the RNRN program for the use of other nurses in lieu of accrued vacation or paid time off.**

All RNs deployed under the terms of this provision shall be returned to their department, position, and shift upon their return to work.

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The Hospital **AHS**'s approval of the nurse(s) will be subject to adequate staffing needs of the hospital. The Hospital reserves the right to deny an RN's request to participate in the RNRN if doing so will cause a significant staffing obstacle for an individual unit or shift.

Additionally, the Employer **AHS** may sponsor Nurses to participate in education, training, and/or deployment through the RNRN program. As a sponsor, the Employer **AHS** 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 **AHS** facility.

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

Tentative Agreement reached 4-2-2024

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SECTION 33. ARTICLE 36 XX

NURSE REPRESENTATIVES

A. Designated Employee Representatives

1. ~~The Hospital~~ **AHS** shall recognize CNA designated employee representatives **at San Leandro and Alameda Hospital respectively** who have been identified in accordance with the terms of this ~~Section~~ **Article**.

2. For purposes of receiving paid release time as provided in this ~~Section~~ **Article**, ~~each unit may have one Nurse as a CNA designated employee representative, up to a maximum four (4)-, up to a maximum of six (6) nurses~~ **at each hospital** may be designated as a Nurse Representative. These nurses shall not be from the same unit and shift as one another.

3. **AHS** ~~The Hospital~~ shall be notified in writing of such appointments. Nurse Representatives shall be ~~a~~ regular employees of **AHS** ~~the Hospital~~ who shall have completed their probationary period. **Nurses previously appointed as Nurse Representatives who have changed to non-regular status shall still be entitled to continue service as a nurse representative.** 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 **AHS** ~~the Hospital~~ designated to handle grievances. **AHS's** ~~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 use of this time counts towards attendance at; investigate potential or existing grievances, attend grievance meetings, preparation and attendance at** Weingarten meetings, **attendance at monthly Nurse Representative meetings at their facility to deal with grievance resolution issues.** **new employee** orientation sessions *[union reserves the right to revisit the type orientation appropriate at a later date]* ~~(including reasonable travel time)~~, and CNA sponsored Nurse Representative training sessions. Such training sessions shall be limited to no more than one (1) hour per month per Nurse Representative. **Paid release time for new employee orientation** *[union reserves the right to revisit the type orientation appropriate at a later date]* **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 **ten (10) fifteen (15) hours in any one (1)** calendar month.

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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~~**AHS** 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.

C. Release Time for Bargaining

1. CNA may designate as a bargaining team member not more than one employee from each unit, up to a maximum of five (5) team member from ~~the~~ **each** Hospital.

2. The Nurses so designated shall be compensated ~~for their scheduled shifts missed as a result of attending negotiation sessions and mutually agreed caucus time on those days.~~ **Compensation shall be paid as time paid (and not as time worked) for up to eight (8) hours a day at the Nurse's regular wage rate, including any applicable** **including the shift differential of the nurse's regularly scheduled shifts.** ~~for each such hour. A Nurse Representative working the night shift beginning on the day before, and continuing during the same day, he or she is~~ **they are** scheduled to participate in a formal meeting with **AHS Hospital** representatives shall be excused from, ~~and compensated for, that scheduled shift, but will not be excused from, or compensated for,~~ any scheduled shift beginning at any time following such meeting.

The Association shall notify the Labor Relations Office, at least thirty (30) calendar days in advance of the first negotiating session of the names of the Nurse negotiators. In the event of any changes in the core of Nurse negotiators after the first session or subsequent sessions, the Association shall notify the Labor Relations Office in writing of the change at least 14 (fourteen) days prior to the session in which the change in the Association's negotiating committee will be effective.

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ARTICLE 25

MEETING ROOMS


D. Meeting Rooms


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


AHS ~~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.

Tentative Agreement reached 09-27-2024 – See Page 2 for Signatures.

Tentative Agreement reached 09-13-2024
Tentative Agreement pending ratification by union.

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Mike Fouch

Proposal # 15 of CNA to AHS

Article ## Professional Performance Committee

Date Counter Proposed: September 27th, 2024

Time Proposed: 11:00AM



[Tentative Agreement reached on October 29, 2024, see page 5 for signatures.]

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SECTION 19. ARTICLE 26 XX

PROFESSIONAL PERFORMANCE COMMITTEE

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

A. Intent

~~The Hospital~~ **AHS** recognizes the responsibility of the ~~Professional Performance Committee~~ **PPC** to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the ~~Professional Performance Committee~~ **PPC** of actions taken.

Responses to specific Professional Performance Committee PPC 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 PPC.

In the event the Professional Performance Committee directs suggestions or recommendations to the Hospital, the Hospital will direct a written response to the Committee within thirty (30) days.

B. Membership

~~The Professional Performance Committee PPC at each hospital shall be composed of five (5) to eight (8) bargaining unit members. Registered Nurses employed at their respective 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 Professional Performance Committee PPC shall schedule one (1) regular meeting per month and may schedule additional meetings in a given month. The Chair of the Professional Performance Committee shall

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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).

Upon receipt of the annual committee calendar by Administration **AHS** 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.

PPC members shall be entitled to a cumulative maximum of sixty-four (64) hours per month for the entire PPC at the straight-time rate for the purpose of attending such meetings and carrying out the work of the PPCs. The cumulative maximum per month shall be allocated as up to a maximum of 16 hours per month for any one member of the PPC and up a maximum of 8 hours per month for each other member of the PPC, for a combined total of all PPC members of no more than sixty-four (64) hours per month. The PPC will notify Administration within two (2) business days of the PPC meeting which Nurses are to be paid and the number of hours, not to exceed the monthly maximum per member.

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 Except as otherwise required by law, such payments shall not constitute time worked for any purpose under this Memorandum of Understanding. Agreement. Such meetings shall be scheduled so as not to conflict with the routine. The Professional Performance Committee **PPC** shall prepare an agenda **and submit no later than one week prior to the meeting**, and keep minutes of all meetings, a copy of which shall be provided to each Nursing Department head. 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 **AHS**, to the Association and will be posted on the designated Association bulletin board(s).

At least once (1) per quarter, ~~The Chief Nursing Officer, or their designees,~~ shall attend one of the committee's regularly scheduled meetings. Once per quarter, **The Chief Nurse Executive or designee** shall meet with the Professional Performance Committee at one of its regularly scheduled meetings. **each regularly scheduled monthly meeting of the PPC for a period of no less than one (1) hour.**

The Chief Nursing Officer shall attend the PPC at each hospital in person no less than every 6 months at the request of the PPC.

2. Informational Meetings

The California Nurses Association reserves the right to add, modify, change and/or withdraw proposals at any time. All tentative agreements are subject to final ratification vote.

Proposal # 15 of CNA to AHS

Article ## Professional Performance Committee

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The Professional Performance Committee **PPC** 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 **Nursing Leadership Administrator Chief Nurse Executive Vice President of Patient Care Services, or their designee**, 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 **AHS management** may request special meetings with the Professional Performance Committee **PPC** and the Committee may request special meetings with the Administration **AHS management**, but such meetings shall not take the place of regularly scheduled meetings of the Committee. At the request of the Professional Performance Committee **PPC**, an Association staff representative **who is a Registered Nurse and subject matter experts** may attend such meetings on an advisory basis.

The PPC may request release for nurses within the hospital affected by the subject matter of the special meeting. Such release shall not be unreasonably denied.

D. Objectives

The objectives of the Professional Performance Committee **PPC** 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 Professional Performance Committee **PPC**, a critical Nurse staffing **nursing staff** shortage exists;
5. To consider constructively the improvement of safety and health conditions which may be hazardous;
6. To participate in an annual review of the acuity system.

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

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 Executive Director of the Association, or designee, who one of whom shall be a Registered Nurse; an elected Registered Nurse**

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member of the Professional Performance Committee; and two (2) representatives of the Hospital, one of whom shall be a member of the Board of Directors who is not an employee of the Hospital.

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-XX - Grievance and Arbitration.s

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 this MOU, Title XXII or any other local, state or federal law.

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.

The California Nurses Association reserves the right to add, modify, change and/or withdraw proposals at any time. All tentative agreements are subject to final ratification vote.

Tentative Agreement reached on October 29, 2024, see page 5 for signatures.

Proposal # 15 of CNA to AHS

Article ## Professional Performance Committee

Date Counter Proposed: September 27th, 2024

Time Proposed: 11:00AM

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Tentative Agreement reached on October 29, 2024.

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Alameda Health System



ARTICLE 32 ~~XX~~

REGISTERED NURSE VACANCIES AND REPLACEMENTS

A. The Association can request a report of any vacancies in bargaining unit member's positions subject to this MOU at any time. Such reports shall include the length of time each position has remained vacant.

~~A. _____ RN Vacancies Not Filled~~

ARTICLE 34

REFERRAL SOURCE

Once a month, the Hospital ~~AHS~~ 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 ~~XX~~ — Position Posting and Filling of Vacancies, and which have remained vacant thereafter.

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



C. Vacancies -- Training Positions

In the event a posted position within the bargaining unit remains unfilled for ~~three (3)~~ six (6) calendar months, or is filled on a temporary basis by a Registry or Traveler RN for this period of time, the Hospital AHS shall provide training for no more than ninety (90) calendar days to a regular full-time, regular part-time, short-hour or SAN Registered Nurse employed by the Hospital AHS who applies for the position but does not possess all of the listed qualifications on the position posting when such training program is currently available at the department any AHS facility. Should more than one nurse ask to be trained for a position, and each is equally qualified, seniority shall prevail with respect to selection.

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SECTION 11.

JOB POSTING

ARTICLE 33-XX Position Posting and Filling of Vacancies

A. Posting

AHS 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, **not to exceed thirty (30) calendar days.**

B. Preference in Filling Vacancies

Nurses employed by the Hospital may apply for such positions and shall be given preference in filling such vacancy on a seniority basis in the following order: first to regular RNs in the same unit as the vacancy; second, to Short Hour or SAN RNs in the same unit as the vacancy; third, to Regular RNs in the same Hospital as the vacancy; and fourth, to Short Hour or SAN RNs in the same Hospital as the vacancy. Preference for the position shall be afforded in the order set forth above.

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~~**their** application during the seven (7) day departmental posting period.

2. Open Recruitment ~~Hospital Wide Bidding~~

After the seven (7) calendar days' departmental posting period **for vacancies**, ~~all vacancies and~~ nurses ~~from AHS facilities represented by the association~~ **Association at Alameda Hospital and San Leandro Hospital** shall be given preference in filling such vacancy on a seniority basis, first to regular status employees ~~from the hospital~~, then to Short-Hours ~~from the hospital~~, then to SANs ~~from the hospital~~, **then to Association represented applicants at either Alameda Hospital or San Leandro Hospital bargaining units** ~~other AHS facilities represented by the association~~ provided: (1) the Nurse is qualified to fill the vacant position; and, (2) approval of the application will not adversely affect patient care, **taking into account current knowledge, skills, experience, and required certifications as applicable.** In the event a senior Nurse applicant is not selected, such applicant will be **notified.** ~~advised, upon request, in writing as to the reasons s/he was~~ **they**

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AHS Counter to CNA Proposal # 17
Article XX Position Posting and Filling of Vacancies
Date offered: 01-09-2025
Counter # 2
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~~were not chosen within seven (7) calendar days.~~ Upon approval of a Nurse's application for a vacancy, the Nurse shall fill the position as soon as practicable. 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.

3. Systemwide Bargaining Unit Bidding

~~In the event the posted position is not filled through Departmental or Hospital Wide Bidding, nurses within the bargaining unit represented by the Association at other AHS facilities shall be given preference in filling such positions on a seniority basis, first to regular status employees, then to Short Hours, then to SANs. Seniority consideration for such positions shall include the combined accumulated length of service within the bargaining unit(s) at all AHS facilities represented by the Association.~~

~~Such preference shall be given provided: (1) the Nurse is qualified to fill the vacant position; and, (2) approval of the application will not adversely affect patient care, taking into account current knowledge, skills, experience, and required certifications as applicable. In the event a senior Nurse applicant is not selected, such applicant will be advised in writing as to the reasons they were not chosen within seven (7) calendar days. 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 AHS 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 ~~30~~ (twenty ~~thirty~~) calendar days after starting in the new position without loss of seniority 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.

~~If return to the nurse's former position is not possible and the nurse elects to return within the 30 (thirty) day time period, such nurse may elect to have AHS recognize their previous position for the purpose of determining preference in filling vacancies covered in POSITION POSTING AND FILLING OF VACANCIES~~

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Counter to CNA Proposal # 17
Article XX Position Posting and Filling of Vacancies
Date offered: 01-09-2025
Counter # 2
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~~B.1. & B.2. above. Upon approval to fill such a vacancy the nurse shall fill the position not later than thirty (30) days following such approval without loss of seniority.~~

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.

During the posting period the Hospital will assign Nurses to the vacancies on a temporary basis.

Any interim temporary position of thirty (30) days or more that AHS the Hospital intends to fill other than with SANs, short hour or float Nurses shall be subject to the posting requirement set forth in **POSITION POSTING AND FILLING OF VACANCIES - A. above.**

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 the nurse has elected to return to their previous position under POSITION POSTING AND FILLING OF VACANCIES – D. above and such return was not possible. there is mutual agreement among AHS the Hospital, the Nurse and the Association, or the transfer has occurred as the result of a Reduction in Work Force.

G. Hiring For Licensed Positions

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

In order to provide consistent and competent patient care, it is the intent of the Hospital AHS to hire regular and short hour Nurses into all open positions as well as use SANs, part-time regular staff, short-hour, or temporary nurses to fill vacancies in the recruitment process before resorting to traveler and registry nurses.

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

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SECTION 12.

ARTICLE 21 ~~XX~~ SENIORITY

A. Accumulation of Seniority

Seniority shall be based upon accumulated length of service within the bargaining unit at the respective the hospital or facility covered under this agreement.

Seniority as a Regular Nurse: A Regular Nurse shall be credited with one (1) full year of seniority for each year of employment as a Regular Nurse at the hospital. In the cases of a tie of in seniority for Regular Nurses, the more senior Nurse's most recent shall be the one whose date of hire at Alameda Hospital AHS for a position within the bargaining unit precedes that of the other nurse(s). shall determine the order on the seniority list. If the most recent dates of hire at Alameda Hospital AHS for a position within the bargaining unit are the same, the nurse who submitted their employment application first shall be deemed the more senior. date shall determine the order of seniority. 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

Seniority as a Nurses (SAN, and Short-Hour Nurse, and Regular full-time and part-time status) nurses shall have seniority amongst each other based on be credited with one (1) year of seniority for each year of employment within the bargaining unit at their respective hospital or facility covered under this agreement Alameda Hospital, subject to Section D.C., below.

Short hour and Per Diem Nurses shall have their seniority evaluated each year upon the anniversary of their date of hire. If a Short hour or Per Diem Nurse has worked one thousand (1,000) hours or more since the time of their initial hire date or last credited increase in seniority they shall be credited with one (1) year of seniority.

(e.g.: a SAN or Short Hour Nurse hired Dec 1st, that works 750 hours in their first year shall not be credited with one (1) year of seniority upon evaluation the following Dec 1st. On December 1st following the completion of their second year, in which the nurse also worked 750 hours, their cumulative total would be 1500 hours, at the time of their evaluation. Such nurse would be credited with one (1) year of seniority and their cumulative total would be reset to zero (0).)

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C. Transferring Seniority Between Units

A Nurse transferring from one unit to another shall be credited in the new unit with all previously accumulated seniority ~~at the respective hospital or facility covered under this agreement to which the nurse is transferring.~~

CD. Breaks and Adjustments in Seniority

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

Thereafter, Seniority will be broken by:

1. dismissal for just cause;
2. voluntary resignation;
3. 18-months following the effective date of a layoff, including where the nurse accepted severance; or
4. transferring out of the bargaining unit. ~~Accepting a position at Alameda Hospital not covered by the Memorandum of Understanding for a consecutive period of six (6) months or more.~~

However, if the nurse returns to a position within the bargaining unit within twelve (12) months or less following the event triggering the break in seniority, the nurse(s) shall have their seniority restored, but adjusted for the period when not in the bargaining unit. If, within this twelve (12-(twelve) month period, ~~the nurse returns to a position within the bargaining unit at any AHS facility represented by the Association, all years of service applicable to wages, step placement, step progression and other benefits enumerated by this MOU shall be restored.~~ the nurse returns to the same classification from which they left, the nurse shall be placed on the same step they were on before they left the bargaining unit and have their years of service on that step restored for purposes of step movement, if any, as outlined in Section 7—XX Compensation, unless otherwise agreed between the nurse and AHS.

~~Nurses who transfer out of bargaining unit positions represented by the Association at AHS facilities to positions at either San Leandro Hospital or Alameda Hospital shall maintain all years of service which shall be applicable to wages, step placement, step progression and other benefits enumerated by the MOU between AHS and the Association at the new facility. However, nurses shall have a new seniority date at the new facility for purposes of scheduling preferences for PTO and VAC, shift bids, bidding for vacant positions, cancellation, temporary and permanent layoff.~~

In all other cases where seniority is broken, the Nurse shall have a new seniority date for purposes of shift bids, scheduling preferences for (TBD types of leave) ~~[The union reserves the right to negotiate the PTO, Vacation and other applicable forms of leave at a later date],~~ bidding for a vacant position, cancellation, and temporary and permanent layoff.

E. Maintenance of Seniority Lists:

2023 Bargaining AHS/C.N.A.(AH/SLH)

AHS Counter to CNA Proposal # 18

Article XX Seniority

Date offered: 3-04-2025

Counter Proposal # 2

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The Hospital shall maintain seniority lists in each unit at all facilities covered under this agreement. This list shall be available to all bargaining unit members. An updated master and unit seniority list shall be provided to all units annually bi-annually thirty (30) days prior to the commencement of the vacation bidding period.

~~Seniority lists are available to AHS employees at all times on the AHS intranet and updated monthly.~~
~~Bargaining Unit lists with seniority dates are reported to the union on a weekly basis.~~



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~~SECTION 13. ARTICLE 23XX~~ REDUCTION OF STAFF CANCELATION, LAYOFF, REDUCTION IN TIME

A. Units

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

ICU

Med-Surg/Tele-**Telemetry**

Surgery

PACU/Pre-Op/Procedure Room

Emergency Department

The units at Alameda Hospital shall be defined as the following:

CCU

Med-Surg

Telemetry

Surgery

PACU

Pre-Op

Emergency Department

Sub-Acute

San Leandro Hospital **AHS** may establish, modify, amend, or dissolve units. In the event of such changes, San Leandro Hospital **AHS** shall provide the Association with 30 days' notice and bargain with the Association over the impact to the affected nurses.

AB. **General Conditions**

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



BC 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.

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

2. 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.

1. Definition

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

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 their former FTE.

1. Definition

An indefinite layoff is an involuntary:

a. Separation from employment as implemented in accordance with the provisions of this Section.

b. Permanent reduction in FTE of a regular nurse

CD Cancellation and EA (Excused Absence)

Daily Cancellation

1. Cancellation and EA (Excused Absence) Reduction

In an effort to reduce EAs, the Hospital AHS 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~~

2. Order of Cancellation

~~In an effort to avoid a potential cancellation caused by a decrease in workload AHS must assign alternative work where it exists, and the nurse is qualified.~~

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

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

a. Assign alternative work where it exists, and the nurse is qualified

~~a. RNs incurring overtime on the shift (excluding a nurse working per ARTICLE 9 – Hours of Work §.D.6);~~

~~ab. Volunteers who want to cancel their shift;~~

~~bd. Cancel Registry Nurses/ Agency Nurses/ Travelers~~

~~cb. Cancel Nurses who are incurring overtime pay in the impacted unit (excluding nurses at Alameda Hospital working their regularly scheduled shifts);~~

~~c. Cancel nurses who volunteers to have their shift canceled in the impacted unit~~

~~c. RNs working as Travelers or through a registry in that impacted unit;~~

~~xx Nurses floating from outside of their hospital as described in Article (XX) Floating~~

~~de. SANs/Short-Hour working in excess of two (2) shifts per week (or for Short Hour, above their scheduled shifts)~~

~~ef. Regular nurses working extra shifts~~ 6. For regular status nurses an “extra” shift shall mean above and beyond their FTE.

~~fd. 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.~~

~~g. SANs/Short Hour~~

If, after seeking and implementing the alternative above, the Hospital AHS determines that the need to cancel employees continues to exist, the cancellation(s) shall be implemented beginning in inverse order of



seniority then by rolling rotation so that the cancellations are done in an equitable manner within the impacted unit among regular status nurses.

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

7. — New Grad Nurses who are in a preceptor program are excluded from daily cancellation.

3. Accrual Usage

The Hospital AHS shall offer volunteers or impacted employees the ability to use accruals.

4. Rescheduling to Meet FTE

In accordance with the reduction in force language in this article 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.

5. Records

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

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

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

Nurses shall have access to the record of EA days each Nurse has taken.

4. — The manager or (designated staffing official) shall use the contact information on file for purposes of canceling the shift. The Nurse shall be responsible to maintain current contact information.

5. — The manager (or designated staffing official) shall maintain a legible written record of the exact time and the date when the nurse was contacted. A nurse that is contacted 90 ninety minutes prior to the start of the shift will not be eligible for Cancellation Pay.

36. Application of Seniority:

Seniority shall be applied within each of the units and within each affected shift in that unit within the respective employee category (e.g. regular, SANs). In units that include overlapping shifts the less senior nurse will be canceled. However, that seniority shall not be a controlling factor when a less senior Nurse who would otherwise be displaced possesses essential skills that the more senior Nurse does not have.

7. Limitations on Daily Cancellations of Regular Status Nurses:



a.1. The Hospital ~~No nNurses~~ shall ~~not be~~ not consider there to be an overstaffed situation (and thereby subject a Nurse to daily cancellation) unless:

i.a. The Charge Nurses who are within the RN's unit are free of patient assignments;

ii.b. Each unit has Nurse coverage for meal and break relief; and

iii.c. No registry or traveler RN is performing nursing duties in the unit where the RN is slated for cancellation, provided the RN has the established competencies to substitute for the registry or traveler RN.

b.2. In the event that the above conditions are met and an overstaffed situation still exists in which RNs would be involuntarily subject to Daily Cancellation, the Hospital ~~AHS~~ agrees that the designated number (as set forth below) of RNs who otherwise would have been subject to a Daily Cancellation off instead shall be reassigned by the Hospital ~~AHS~~ to other duties, as determined by the Hospital ~~AHS~~.

c.3. The designated number of RNs shall be one (1) on each shift. This Nurse would be the most senior on the shift who would otherwise be subject to cancellation.

d.4. Notwithstanding other provisions of this Agreement, the alternative duties that may be assigned to a Nurse who otherwise would have been cancelled may be either within or outside of the RN's unit, including but not limited to acting as a resource nurse, a break relief nurse, performing chart audits, or taking patient assignments for which the Nurse has competencies.

e.5. RNs can elect to be cancelled in lieu of accepting reassignment under this provision but must notify the staffing office without delay of their election.

8. Cancellation Pay

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

2. Notice and Cancellation Pay

Except as provided for in ARTICLE 6 – Compensation, Section F., 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 F. 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.

ED. Temporary Layoff

Short Term 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 AHS shall:

3. Order or Short Term Layoff

In the event it becomes necessary to implement a short-term layoff, 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; attempt to assign alternative work where it exists and provided the nurse is qualified.

d. Offer affected employees the opportunity to use accruals;

2. If after seeking and implementing the alternatives above, the Hospital AHS determines that the need to temporarily layoff employees continues to exist, the temporary layoff shall be implemented by inverse seniority. If, after attempting to assign alternative work, the Hospital determines that the need to implement short-term layoff continues to exist, the Hospital shall reduce staffing in the reverse order of seniority of within the impacted unit in accordance with the order below, provided, however that seniority shall not control when the less senior Nurse who would otherwise be displaced possess essential skills that the more senior Nurses does not have.

a. Registry/Travelers/ Agency Nurses

b. Nurses Working Overtime

c. SANs/Short-Hour Nurses

d. Regular Nurses

34. Return to Work from Short Term Temporary Layoff

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

45. New Grads



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

~~53.~~ — Work-Share

a. The Association and the Hospital ~~AHS~~ 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.

~~64.~~ — Notice

~~2.~~ — Notice

When the Hospital ~~AHS~~ 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:

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

a. The Hospital ~~AHS~~ shall give, if feasible, ~~seven (7)~~ ten (10) calendar days’ notice of the expected beginning and ending dates of the layoff to the affected ~~employee(s) nurses~~.

b. If less than ~~seven (7)~~ ten (10) calendar days’ notice is granted, the affected ~~employee(s) nurses~~ shall receive straight time pay in lieu of notice for each additional day the ~~employee nurse~~ would have been on pay status had the ~~employee nurse~~ been given ~~seven (7)~~ ten (10) calendar days’ notice. Pay in lieu of notice is provided for reduction in FTE only to the employee’s pre-layoff FTE.

c. In the event of a ~~short-term~~ temporary layoff due to a temporary unit closure, no travelers or registry shall work on the impacted unit.

~~e.~~ — 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.

d. If the unit opens prior to the end date, nurses may voluntarily come back to work on the unit.

~~FE.~~ — 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 ~~AHS~~ and the Association, reduction of hours, voluntary leaves of absence, or the option to sever their employment.



The Hospital AHS will recognize seniority as defined in ARTICLE 21 (XX), Seniority. 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 AHS'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 AHS 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.

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

a. Any vacancy for which the Nurse is interested and is committed to obtaining the necessary training and skills required for the position within 30 days and/or fifteen (15) shifts.

b. The position of any less senior Nurses within the Hospital for which the bumping Nurse is qualified, taking into account current knowledge, skill, experience, and/or required certification as applicable.

i. If the Nurse has such ability, s/he shall be given up to fifteen (15) shifts and/or what is standard for the department with respect to orientation in the new position as well as customary time to obtain required certifications as applicable.

ii. If it is determined during any orientation period that the Nurse does not have the ability to perform the work, s/he may be reassigned to another position on a seniority basis. The Hospital's decision is grievable.

iii. If possible, the scheduled hours of the position will be adjusted to match her/his schedule.

5. Before a Nurse is offered vacancies or bumping opportunities, the Nurse will be provided a description of the available vacancies or positions held by less senior Nurses which include the unit, shift, and number of scheduled hours. The Nurse shall notify the Hospital of her/his preferences. In exercising seniority



rights under 5F.4.b., above, the Nurse will be offered a position consistent with his/her seniority and stated preference. Vacancies, for which the impacted employee(s) are interested, throughout the Hospital will be held for displaced nurses until each Nurse has had the opportunity to respond to his/her desire to accept the position.

6. Nurses displaced by this procedure shall have successive rights as outlined herein until the least senior Nurses are affected.

27. Regular status to SAN or Short Hour

Regular status Nurses who have opted to reduce are reduced to SANs or Short-hour status as a result of an indefinite layoff, will be given preference for work, up to their previous scheduled hours, over other SANs and Short-Hour Nurses for up to twelve (12) months. Any such Nurse who accepts casual work a SANs or Short-Hour position will continue to be covered under the Hospital(AHS)'s health program, at the the Hospital(AHS)'s expense for coverage of the employee and eligible dependents, for the two (2) calendar month(s) following the month during which the layoff occurs.

32. Order

2. Order of Layoff

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

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 AHS shall recognize seniority as defined in ARTICLE 21 (TBD)- Seniority.

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

i. Registry/Travelers/ Agency Nurses

a. Registry;

b. Traveler;

ii. Probationary;

iii. Temporary;

c. Temporary;

d. Probationary;

iv. Short-Hour;

e. Non-benefited, Short-hour and SANs by inverse seniority (see ARTICLE (XX)21- Seniority)

v. Regular



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

b. The Hospital will attempt to avoid an indefinite layoff(s) by making more senior nurse in the impacted unit eligible for severance in accordance with this Section if they volunteer to be laid off in place of a less senior nurse identified for layoff.

c. The Association and the Hospital may agree to implement a program where nurses work on a reduced hours basis in lieu of layoffs in order to mitigate the impacts of an indefinite layoff. The duration and requisite schedules shall be subject to agreement between the parties.

43. Notice

When the Hospital AHS 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:

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

a. The Hospital AHS shall give, if feasible, 30 (thirty) days' notice.

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

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 AHS shall send the Union a copy of the layoff notice(s) issued.

54. Recall to Work

A Nurse who has been laid off from a benefited position at the Hospital AHS 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 by the Hospital AHS.

This language does not preclude the laid off Nurse from bidding into any open position at the Hospital AHS during those eighteen (18) months and still maintain their recall rights to the original unit, FTE and shift from which they were 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 AHS, 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 AHS 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 AHS 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 AHS'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 AHS of their 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 AHS, and if the Nurse elects to return to work they 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 AHS whether they will return to work or does not return to work by the date the Nurse said they would return, which must be within the above time limits, rights to recall will have been exhausted.

———— Preferential Rehire

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

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

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

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

b. ——— the active, vacant regular status position is in the same classification from which the nurse was laid off.

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



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

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

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

~~65. 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.~~

~~76. Severance~~

~~Severance~~

~~1. A regular status Nurse who has received notice of indefinite layoff shall be entitled to severance pay in accordance with the below, from the most recent break in service, if any, and prorated by FTE. Where the indefinite layoff is a reduction in time, the lump sum that is paid shall be proportional to the percentage of time reduced:~~

- ~~a. 6 mos. to 4 years: 2 3 weeks~~
- ~~b. 5 - 9 years: 3 5 weeks~~
- ~~c. 10 - 14 years: 4 7 weeks~~
- ~~d. 15 - 19 years: 6 9 weeks~~
- ~~e. 20 - 24 years: 7 11 weeks~~
- ~~f. 25 - 29 years: 8 13 weeks~~

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

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

~~AHS shall provide continued medical coverage for a period of no less than three (3) months.~~

~~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, the nurse will be required to pay back the remaining severance amounts as a precondition to employment.

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Article (XX) Staffing

SECTION 23. STAFFING

A. ~~The Hospital~~ **AHS** and the Association recognize that Registered Nurses have a right and responsibility to make recommendations related to decisions affecting the delivery of care. Staffing patterns will be designed and implemented to meet the nursing care needs of patients. The parties recognize that ~~the Hospital~~ **AHS** has a patient classification system in accordance with the requirements of the Joint Commission and Title XXII.

B. ~~The Hospital~~ **AHS** will have the ultimate decision in adopting or modifying a system of staffing by acuity in conformance with the accreditation and licensure requirements of the Joint Commission and Title 22 of the California Code of Regulations in effect. The Association and the PPC will be notified of contemplated changes to the plan.

C. Article 24 Nursing Practice

~~D. The Hospital~~ **AHS** 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 in the manner in which it is inconsistent with the above or which places the Nurse's license in jeopardy. The Hospital~~ **AHS** recognizes and supports the role, practice and professional accountability of the Registered Nurse to provide safe, compassionate, and quality health services.

E. The staffing requirements generated by the acuity system will be reviewed every shift, prior to making staffing decision. Consideration will be given to such variables as admissions, transfers, discharges, patient education, and the psychosocial need of the patient's family and/or other support system.

F. Patient care assignments and nursing care hours based on the acuity system shall not reflect a pattern substantially exceeding the Nurse's assigned hours.

G. Patient assignments to Registered Nurses shall be in compliance with applicable law and the existing acuity care system.

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H. The reliability of the patient classification system for validating staffing requirements shall be reviewed ~~within 45 (forty five) days of ratifications of this Agreement, then at least annually thereafter in each contract year by a committee~~ **at the upon request, but no more than annually, by the Patient Classification System Committee [PCSC]** appointed by the nursing administrator to determine whether or not the system accurately measures patient care needs.

1. At least half of the members of the review committee shall be registered nurses who provide direct patient care.

2. The PPC shall provide the names of the nurses who will make up the portion of the RNs who provide direct patient care. ~~The PPC may select: up to two (2) nurses from ICU who shall not be from the same shift; up to two (2) nurses from Med Surg/Tele who shall not be from the same shift; up to two (2) nurses from ER who shall not be from the same shift; one (1) nurse from PACU; and one (1) nurse from OR. The Hospital reserves the right to hold committee meetings individually with the above units.~~

3. Nurses participating in the Committee under this Section shall be ~~in without loss of straight time pay.~~ **compensated at their base rate of pay.**

I. Resolving Staffing Disputes: Differences of opinion on staffing issues, ~~including concerns that Nurses are not being provided breaks or meal periods in accordance with applicable law, may be brought to the Professional Performance Committee.~~ **shall be subject to the dispute resolution process described in Article ## Professional Performance Committee.**

J. Staffing Manual: A staffing manual will be maintained as a separate binder on each nursing unit. The manual will contain comprehensive information which summarizes and explains the patient classification system and will be available at all times for review by Staff Nurses. The Nurse Manager or House Supervisor shall be available for consultation and ~~the Hospital~~ **AHS** will offer periodic in-services and updates on the patient classification system as needed.

~~Notwithstanding the above, the Hospital **AHS** shall only be required to follow the manual criteria regulations under Title 22 of the California Code of Regulations. In the event the Title 22 language set forth above is amended, this contract shall be modified.~~ (Moved from very last page to this location. RSS.AHS.)

Article XX Staffing & Nurse to Patient Ratio

~~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:~~

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AB 394 and the regulations effected January 1, 2004, pursuant to AB 394 (see Generic Structure Standards for CHS 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 of this MCH).

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

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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.

ADD-LETTER AGREEMENT #1 Acuity and Nurse to Patient Ratios – July 1, 2006

In order to systematically report acuties 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 unit's 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 to 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 acuties 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

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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 those 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 15: Grievance and Arbitration, of the MDC.

MDC LETTER AGREEMENT #2 Regarding Staffing and Patient Care Issues — June 11, 1993

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 70247C 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.

1. 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

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~~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.~~

~~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.~~

~~1. The staffing plan shall be retained for the time period between licensing surveys, which includes the Consolidated Accreditation and Licensing Survey process. 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.~~

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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.

Patient Care Assignments

All patient care personnel, including temporary staff as described in subsection 0024.4(m) of Title 22 (temporary 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:

Assignments shall include only those duties and responsibilities for which competency has been validated.

A Registered Nurse who has demonstrated competency for the patient care unit shall be responsible for non-nurses 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.

Tentative Agreement reached 12-16-2024.

Tentative Agreement pending ratification by union.

X DocuSigned by:
Fabiana Ochoa 2/19/2025
B69AE1B1F815427

California Nurses Association
Fabiana Ochoa

X Signed by:
Jeff Bailey 2/19/2025
578DEB98FDC1443

Alameda Health System
Jeff Bailey

X Signed by:
Mike Fouch 2/20/2025
098E0DF728F344A

Alameda Health System
Mike Fouch

Proposal #21 of CNA to AHS

New Article: Grievance and Arbitration

Date Proposed: July 26th, 2024

Time Proposed: 11:45am



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SECTION 31. ARTICLE 37 (XX)

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 San Leandro Hospital~~ **AHS** has violated a specific provision of this Agreement. ~~Alameda Hospital San Leandro Hospital~~ **AHS** 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 San Leandro Hospital~~ **AHS** 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 San Leandro Hospital~~ **AHS**. Such Union grievances shall be filed directly at Step 2 of the Grievance Procedure.

3. No employee shall be subject to reprisal for using or participating in the grievance or arbitration procedure of this Agreement.

B. Informal Review

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

C. Step I Grievance Filing

1. No grievance shall be processed under this 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.

2. 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.

The California Nurses Association reserves the right to add, modify, change and/or withdraw proposals at any time. All tentative agreements are subject to final ratification vote.

Proposal #21 of CNA to AHS

New Article: Grievance and Arbitration

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

4. The initial filing of a grievance shall be accomplished as follows:

a. Delivery by U.S. Mail to the Labor Relations Office: the date of the US Postal Service postmark shall be considered the date filed;

b. Personal Presentation to the Labor Relations Office with mutual acknowledgement from the person delivering the document(s) and the person accepting delivery of document(s) by signing and dating the document(s) and each of them retaining one of the signed and dated documents; or

c. Email to Grievance@AlamedaHealthSystem.org

~~i. Email submissions must include attachments of all documents, information and signatures necessary to be in compliance with this Article.~~

i. The "date of filing" for emailed grievances shall be the date received on the ~~Hospital~~ **AHS** 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.

5. 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~~ **AHS**. Union grievances must be signed by the Association President or designee. The Association will identify designee(s) in writing to ~~the Hospital~~ **AHS**.

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.

The California Nurses Association reserves the right to add, modify, change and/or withdraw proposals at any time. All tentative agreements are subject to final ratification vote.

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6. 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.

7. ~~The Hospital~~ AHS 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~~ AHS.

8. ~~Alameda San Leandro Hospital~~ AHS Step I Review

Step I Meeting: Within 10 (ten) business days of the Step I filing, ~~the Hospital~~ AHS, 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.

Step I Response: No later than ten (10) calendar days following the Step I Meeting, ~~the Hospital's~~ AHS'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.

If, following ~~the Hospital's~~ AHS'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~~ Relations Department AHS's written response is issued, or if not issued, is due. ~~in accordance with the timelines in §C.6.a-c., above.~~

2. The Step II filing of a grievance shall be accomplished as follows:

Delivery by U.S. Mail to the Labor Relations Office: the date of the US Postal Service postmark shall be considered the date filed;

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

Email to Grievance@AlamedaHealthSystem.org

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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~~ AHS 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 II 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 I shall constitute the sole and entire subject matter of the appeal to Step II.

4. ~~Alameda San Leandro~~ Hospital AHS Step II Review

The ~~Hospital's~~ AHS'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~~ AHS 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~~ their designee and filed with the Labor Relations department.

The California Nurses Association reserves the right to add, modify, change and/or withdraw proposals at any time. All tentative agreements are subject to final ratification vote.

Proposal #21 of CNA to AHS

New Article: Grievance and Arbitration

Date Proposed: July 26th, 2024

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2. An appeal to arbitration must be filed within seven (7) calendar days of the issuance of the ~~Hospital's~~ **AHS's** Step II decision, or when the Step II decision would have been due to the Association.

3. The Appeal to Arbitration shall be accomplished as follows:

Delivery by U.S. Mail to the Labor Relations Office: the date of the US Postal Service postmark shall be considered the date filed;

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

Email to 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~~ **AHS** 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~~ **AHS** and the Association. If ~~the Hospital~~ **AHS** 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~~ **AHS** 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:

The case shall be heard within ten (10) days of decision to go to arbitration.

The California Nurses Association reserves the right to add, modify, change and/or withdraw proposals at any time. All tentative agreements are subject to final ratification vote.

Proposal #21 of CNA to AHS

New Article: Grievance and Arbitration

Date Proposed: July 26th, 2024

Time Proposed: 11:45am



There shall be no transcript of the proceedings unless the arbitrator in her or his discretion so requires.

There shall be no post-hearing briefs filed unless the arbitrator so requires.

The arbitrator shall issue a bench decision unless ~~she/he~~ **they** 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~~ **their** decision.

7. Scope of Arbitrator's Power

The arbitrator's authority shall be limited to determining whether ~~the Hospital~~ **AHS** 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

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~~ **their** own motion.

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~~ **AHS** 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

The California Nurses Association reserves the right to add, modify, change and/or withdraw proposals at any time. All tentative agreements are subject to final ratification vote.

Proposal #21 of CNA to AHS

New Article: Grievance and Arbitration

Date Proposed: July 26th, 2024

Time Proposed: 11:45am




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 AHS's last response to the grievance and shall be ineligible for further appeal.

Tentative Agreement reached 8-07-2024
Tentative Agreement pending ratification by union.

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California Nurses Association
Fabiana Ochoa

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Alameda Health System
Jeff Bailey

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Alameda Health System
Mike Fouch

The California Nurses Association reserves the right to add, modify, change and/or withdraw proposals at any time. All tentative agreements are subject to final ratification vote.

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Counter to CNA Proposal # 22
Article XX Discipline and Dismissal
Date offered: 08-07-2024
Counter Proposal # 1
Page 1 of 4

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~~SECTION 32~~ (XX)

DISCIPLINE AND DISMISSAL

A.

1. ~~The Hospital~~ AHS shall have the authority to discipline or dismiss a non-probationary regular nurse for just cause. Such nurses shall be entitled to due process as set forth in this article. For purposes of illustration but not limitation, such actions may be taken for misconduct or failure to perform satisfactorily.

2. A non-probationary regular nurse who alleges that discipline and/or dismissal is not based on just cause may appeal such action pursuant to the provisions of ARTICLE ~~37~~ (XX)– Grievance and Arbitration Procedure.

3. The nurse may have union representation throughout the disciplinary process.

B. ~~Investigatory Meeting~~ Weingarten Rights

1. ~~The Hospital~~ AHS shall permit nurses to be represented during investigatory meetings consistent with the principles established by the United States Supreme Court in the matter Weingarten vs. NLRB, as modified by the courts and the NLRB.

2. ~~Investigatory Meeting~~ Rights Described. ~~The Hospital~~ AHS 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 an employee ~~an employee~~ is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the employee ~~employee~~ is provided such rights and no disciplinary action shall take place until after the meeting is held.

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Counter to CNA Proposal # 22
Article XX Discipline and Dismissal
Date offered: 08-07-2024
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C. Discipline Type of Discipline

1. Coaching, Mentoring, counseling, training, re-orientation, and performance improvement plans are all forms of coaching and are expected to managers to assist in resolving performance issues. Coaching is not discipline and is therefore not grievable.
2. Coaching. Coaching is not considered discipline and is therefore not subject to Section 31 - Grievance and Arbitration, although it may be used to demonstrate that a nurse had knowledge of his/her actions which could subsequently lead to discipline. Coaching is part of the supervisor's ordinary day-in and day-out responsibilities for managing people. Coaching sessions are aimed at recognizing best practice performance and behaviors that align with expected standards as well as coaching to expectations that drive performance. These conversations may be documented but will not be placed in the employee-nurse's personnel file.
2. The Hospital AHS agrees to the principles of progressive discipline, where appropriate. The Hospital AHS may discipline a nurse by written warning "Reminder(s)", or dismissal. The type of discipline imposed is determined by a variety of factors, including but not limited to: the severity of the offense, impact or potential impact on patients, impact on staff and/or operations, date of last discipline, and other mitigating or aggravating factors.

When a nurse is given a warning "Reminder", s/he they shall also be informed in writing of what measures are necessary to align with expectations to meet performance standards.
3. Examples where progressive discipline is not appropriate include, but are not limited to: performance or conduct that an employee a nurse knew or reasonably should have known, was unsatisfactory; such performance or conduct including but is not limited to: dishonesty, theft or misappropriation of Hospital AHS 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 AHS may place an employee a nurse on paid investigatory leave without prior notice in order to review or investigate allegations of employee nurse misconduct, which warrants relieving the employee nurse immediately from all work duties and removing the employee nurse from the premises.
2. The investigatory leave must be confirmed in writing to the employee nurse and the Association normally not later than the next business day three (3) working days after the leave is effective. The confirmation must include the reason(s) for and the expected duration of the leave. AHS will inform the Association and Nurse of the status of the investigation every seven (7) business days. AHS will make every effort to conclude the investigation within 45 days. AHS agrees to notify the Association and Nurse if the investigation exceeds 45 days.

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Counter to CNA Proposal # 22
Article XX Discipline and Dismissal
Date offered: 08-07-2024
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3. On conclusion of the investigation, the ~~_____~~ nurse and the ~~_____~~ Association shall be informed in writing of the disciplinary action, if any, to be taken.

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 ~~_____~~ at the nurse's last known home address. It shall be the responsibility of the nurse to inform ~~the Hospital~~ **AHS** 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 **by AHS** within ten (10) business days from the date of issuance of the notice of intent ~~in accordance with the instructions given by the Hospital AHS 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~~ **AHS** shall notify the nurse of the action to be taken and the effective date of the action.

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

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Counter to CNA Proposal # 22
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Date offered: 08-07-2024
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of the notice of intent.

H **Access to Personnel** **Files**

1. **The Nurse and/or their Representative, if authorized in writing by the Nurse, may review neither their personnel file. A nurse may have placed in neither their personnel file written comments in response to any disciplinary action received in his/her their personnel file.** 1. **Review of Personnel (H.R.) Files.** A nurse, alone or accompanied by a Union Representative, shall have the right to review his/her personnel (H.R.) file or authorize his/her Association Representative in writing to conduct such a review. Such inspections shall be arranged in advance with Human Resources. Nurses may make an appointment with Human Resources to inspect their personnel files.

2. **Placement and Removal of Disciplinary Material in Personnel (H.R.) File.**

No disciplinary material shall be inserted in a nurse's personnel (H.R.) file without his/her ~~their~~ prior notice. Disciplinary actions that are more than one (1) year old shall not be relied upon for purposes of employment discipline unless the removal is the result of patient abuse, sexual misconduct, willful negligence, use of drugs or alcohol at work or are repetitive in nature. ~~Discipline will not be relied on for future employment action provided that no discipline of a similar nature has taken place for one (1) year. This does not apply to disciplines for patient abuse, sexual misconduct, gross negligence, or other serious misconduct.~~

Tentative Agreement reached 9-13-2024.

Tentative Agreement pending ratification by union.

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Proposal # 23 of CNA to AHS

Article ## Cross Training Program for Staff Development

Date Proposed: July 26th, 2026

Time Proposed: 12:09pm



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ARTICLE 35

Article XYZ 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~~ **AHS** 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~~ **AHS's** discretion.

Positions in the Cross Training/Orientation Program shall be posted in accordance with ARTICLE 33~~XX~~ - Position Posting and Filling of Vacancies, and shall be awarded by seniority in accordance with ARTICLE 24~~XX~~ - 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~~ **AHS** 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.

Proposal # 23 of CNA to AHS

Article ## Cross Training Program for Staff Development

Date Proposed: July 26th, 2026

Time Proposed:12:09pm



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

The Hospital AHS 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).

Tentative Agreement reached 8-07-2024
Tentative Agreement pending ratification by union.

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Mike Fouch

The California Nurses Association reserves the right to add, modify, change and/or withdraw proposals at any time. All tentative agreements are subject to final ratification vote.

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Counter to CNA Proposal # 24
Article XX Meeting Rooms
Date offered: 8-07-2024
Counter Proposal # 1
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Article XX. Meeting Rooms

Subject to conference room availability, The Association shall be permitted to hold union meetings with Alameda Hospital RNs **AHS 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~~ **The AHS** representative shall respond to the Association regarding room availability and confirmation no later than five (5) **two (2)** business days following the date of the original request for a conference room.

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~~SECTION 8~~ ARTICLE 9 ~~(XX)~~

HOURS OF WORK

A. ~~Workweek Defined~~ 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.B.~~ Compensation of Overtime **and** General Conditions:

1. Actual work for the purpose of computing overtime does not include hours paid in non-work status, such as **vacation**, **PTO**, **sick leave**, and paid leaves of absence pursuant to **ARTICLE 19** ~~Section 16 (XX)~~ - Leaves of Absence.
2. ~~Except as provided in Section D. below, a~~ **A** Nurse shall be compensated for overtime worked at one and one-half (1 ½) times the straight-time rate when any one of the following conditions apply:
 - a. Time worked which exceeds forty (40) hours in a workweek;
 - b. Time worked in excess of the Nurse's shift. For the purposes of this paragraph only, a shift is defined as a minimum of eight (8) hours.
For example, Nurses assigned a shift of ten (10) hours in a work day are not subject to daily overtime until the hours worked in the day exceed ten (10) hours of work.
3. Nurses shall be compensated for overtime worked at double (2x) the straight time rate for all consecutive hours worked in excess of twelve (12) hours.

~~4.~~ **Mandatory Meeting OT Pay and Notification**

- ~~a1.~~ **All time spent by an RN attending mandatory meetings shall be considered as time worked for compensation and OT purposes.**

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b2. All mandatory meetings will be posted and communicated as such.

5. Night Shift OT Pay

Night shift RNs working into the day shift for the purpose of attending mandatory meetings or a double shift any number of hours beyond their regularly scheduled FTE shall be compensated at the night shift rate for compensation and OT purposes.

The Hospital AHS shall decide when overtime is needed. Overtime must be approved in advance by the Hospital AHS. If it is not All overtime worked by a Nurse should be authorized in advance if possible, otherwise, the claim for overtime shall be subject to review by the Hospital AHS. If it is not possible on the day the overtime is worked to secure authorization in advance, the Nurse shall record the overtime on a record made available by the Hospital AHS, and give the same to the supervisor at the earliest opportunity.

6. In accordance with the Hospital AHS practice, 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.

7. A nurse at Alameda Hospital shall not be cancelled from her/his their regularly scheduled shift as a result of an overtime assignment or extra shift.

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

9. It is understood that securing necessary staffing with advance notice if possible is beneficial to ensure that staffing is available. To this extent, AHS shall offer remaining open shifts in accordance with "Section XX. Scheduling of Open Shifts" of this article. When possible, these shifts shall be offered no less than two (2) weeks in advance. In the case of shifts that become open shifts less than two (2) weeks from the beginning of the start of the shift, AHS shall offer the open shifts in accordance with "Section XX. Scheduling of Open Shifts" of this article no less than 24 hours, as early as possible from when AHS had has knowledge of the staffing need.

C. Definition of Extra Shifts

Regular Nurses Any shift worked for which the Nurse is not regularly scheduled, that is scheduled as a result of a previous cancelation that resulted in a reduction of their hours below their FTE during a full payroll period.

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~~**Regular Part Time and Short Hour Nurses – Any shift worked in addition to the number of shifts for which the Nurse is regularly scheduled (and has actually worked) during a full payroll period.**~~

~~**SAN Nurses – Any shift worked in excess of the minimum availability requirement and 2 (two) shifts in a week.**~~

D. Compensation of Extra Shifts and General Conditions

Except as otherwise provided in this Agreement, a regular part- time Nurse **at San Leandro Hospital** who works any shift in addition to the number of shifts for which the Nurse is regularly scheduled (and has actually worked) during a full payroll period ~~an extra shift~~ shall be paid twenty-five percent (25%) above the Nurse's regular rate of pay for each such additional shift worked; provided, however, that such premium pay shall not apply if the Nurse is otherwise eligible for overtime or another form of premium pay in the same shift that he or she would otherwise be eligible for the extra shift premium, or if the Nurse is a "grandfathered" 4/5 Nurse, as provided for in Section 8.E.10 (Shift Rotation) of this Agreement.

An offer of extra shift work to a Nurse, if made by telephone call **using AHS technology**, shall be shown by **documented and stored by the current AHS technology.** the listing of a call or attempted call to the Nurse on the phone log of the Staffing Office. **The documentation** The log shall be conclusive ~~shown by the~~ evidence that the offer was made. Both parties agree to meet at the request of either party to discuss recurring problems associated with the process of verifying whether Nurses were contacted in the contractually appropriate order to be offered additional shifts.

5f. Nurses who accept an extra shift assignment shall do so without requiring modification to the nurse's regular schedule.

6. All shift assignments to ~~travelers and registry nurses~~ **cover blocks of vacant shifts caused by leaves of absence and/or vacant positions** shall be considered available to be assigned as extra shifts or as part of a SAN nurse's minimum requirement **to a maximum of two (2)** ~~three (3)~~ **bargaining unit nurses who can commit to the entirety of the vacant shifts that are subject to the traveler or registry contract provide their availability in accordance with "Section XX., Scheduling of Open Shifts" of this article.**

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:

assignments will be confirmed according to the following process:

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Weeks Prior to the Beginning Date of the Final Schedule Classifications Eligible for Bidding

4 weeks 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, providing their minimum availability five (5) weeks prior to the beginning of the schedule, as described in ARTICLE 5 – Personnel Categories.

1. A “Week” in this graph is a work week as defined in 5A 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” 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.
- 1b. Extra shifts (i.e., after the schedule is posted) shall be offered by seniority to Nurses working within the units where the extra work is available, provided that the Nurse has given written notice of the Nurse’s availability for specific dates and shifts at least eight (8) hours in advance of the shift.
- 2c. Extra shifts shall be offered to Nurses within the unit who give written notice by seniority: First, to Regular Nurses who were cancelled during that week and up to the number of shifts lost; second, to Regular Part-time Nurses requesting additional shifts; and third, to SANs and Short Hour Nurses.
- 3d. In the event a Nurse has given written notice of availability and then declines offered work on the Nurse’s available dates twice within a calendar month, the Nurse shall be removed from the seniority list for extra shifts and the Nurse will not be permitted to make another application until thirty (30) days have elapsed.
- 4e.

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ED-C. Scheduling of Open Shifts Assignment of Overtime

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

Alameda Hospital

Nurses who have made themselves available shall be selected awarded to work based upon scheduling needs and seniority in accordance with the following priority:

First to employees available on a straight time basis in the following order:

- Regular Full Time and Regular Part-time Nurses up to their regularly scheduled shifts and FTE
- Short Hour Nurses up to their regularly scheduled shifts and FTE
- SAN Nurses up to the minimum availability in accordance with Article (XX) "Personnel Categories"

Second to employees available to work extra shifts by seniority in the following order:

- Regular Full Time and Regular Part-time Nurses who were canceled during that pay period up to the number of shifts lost in the same department
- Regular Full Time and Regular Part-time Nurses who were canceled during that pay period up to the number of shifts lost in other departments
- Regular Part Time in the same department
- Regular Part Time in other departments
- SAN / Short Hour Nurses in the same department
- SAN / Short Hour Nurses in other departments
- Regular Full Time and Regular Part-time Nurses at San Leandro Hospital
- SAN / Short Hour at San Leandro Hospital

Third to employees available to work on an overtime

Ask Chris to review

San Leandro Hospital

Nurses who have made themselves available shall be selected awarded to work based upon scheduling needs and seniority in accordance with the following priority:

First to employees available on a straight time basis in the following order:

- Regular Full Time and Regular Part-time Nurses up to their regularly scheduled shifts and FTE
- Short Hour Nurses up to their regularly scheduled shifts and FTE
- SAN Nurses with less than 2 shifts per week or the minimum availability in accordance with Article (XX) "Personnel Categories"

Second to employees available to work extra shifts by seniority in the following order:

- Regular Full Time and Regular Part-time Nurses who were canceled during that pay period up to the number of shifts lost in the same department
- Regular Part Time in the same department
- SAN / Short Hour Nurses in the same department
- Regular Full Time and Regular Part-time Nurses who were canceled during that pay period up to the number of shifts lost in other departments
- Regular Part Time in other departments
- SAN / Short Hour Nurses in other departments
- Regular Full Time and Regular Part-time Nurses at Alameda Hospital
- SAN / Short Hour Nurses Alameda Hospital

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basis by seniority on a rotational basis resetting each pay period in the following order:

- Regular Nurses and Regular Part Time Nurses in the same department
- Regular Nurses and Regular Part Time Nurses in other departments
- SAN / Short Hour Nurses in the same department
- SAN / Short Hour Nurses in other departments

The above overtime sequence shall be followed according to the least amount of overtime pay:

- Employees available to work at time and one-half (including daily or weekly overtime, 8th consecutive day).
- Employees available to work at double time (including double shifts, hours in excess of 12).

Registry and travelers may be offered additional shifts only after the above process has been followed and has not been successful in assigning the remaining open shifts.

Third to employees available to work on an overtime basis by seniority on a rotational basis resetting each pay period in the following order:

- Regular Nurses and Regular Part Time Nurses in the same department
- SAN / Short Hour Nurses in the same department
- Regular Nurses and Regular Part Time Nurses in other departments
- SAN / Short Hour Nurses in other departments

The above overtime sequence shall be followed according to the least amount of overtime pay:

- Employees available to work at time and one-half (including daily or weekly overtime, 8th consecutive day).
- Employees available to work at double time (including double shifts, hours in excess of 12).

Registry and travelers may be offered additional shifts only after the above process has been followed and has not been successful in assigning the remaining open shifts.

1. First, the Hospital AHS 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 §P Section P, Extra Shifts, 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 work in the unit where the overtime work is available. Among the volunteers, the Hospital AHS 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.1. Overtime shall first be offered the overtime to N regular status nurses working who work within the unit and shift where the overtime is available that can be physically present in the unit at the hospital in order to fulfill the staffing need. Seniority

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among such Nurses shall be the controlling consideration in granting overtime work.

AHS shall 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.

3. The Hospital will ask for volunteers before assigning overtime and shall attempt to distribute overtime work assignments based on the seniority of the nurse, and the nurse being able and competent to perform the work.

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 **AHS**.

4. Lastly, registry and travelers.

E. Work Schedule

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

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

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

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

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

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

32. Alternative Schedules

Upon mutual agreement alternate **Alternative** schedules may be established in units where those shifts have not previously been established at the Hospital **AHS** including but not limited to ten (10) and twelve (12) hour shifts through the meet and confer process. **with sixty (60) days notice to the Association. These alternate schedules may only be established by AHS in units where there exists an agreement between the two parties.**

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

b. Twelve (12) hours per day are subject to work schedule defined in Appendix D, in Section V and W of this article.

3. Deviation from the hours of shifts established as of the date of this Agreement as entered into may be made where necessary in the judgment of the Hospital AHS. The Association will be notified in advance of any such deviation and the reason therefore.

4. See Appendix D for shift times for Nurses on Twelve Hour Shifts.

F.

Lunch Meal Period and Payment for Lunch Meal 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. Full shift Nurses who are scheduled to work eight (8) hours within a spread of eight and one-half (8½) hours shall receive not less than one-half (½) hours for lunch. Nurses that work a shift of five (5) or more hours will receive at least one (1) duty free meal period of at least one-half (1/2) hour. Nurses working over ten (10) hours shall receive two (2) duty free meal periods of at least one-half (1/2) hour each. These designated 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 any work during a meal period, the meal period shall be considered time worked. If such Nurse is required to work during the meal lunch period, such meal period lunch shall be paid as time worked in addition to payment for the full shift and shall be deemed time worked for the purpose of computing overtime.

2. Nurses that work less than six (6) hours total may waive their meal break. Nurses working ten (10) or more less than twelve (12) hours may waive, in writing, on a document provided by AHS their second meal break provided that they do not miss their first meal break.

36. 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. Time off to begin all meal periods shall be provided between three (3) and five (5) hours of the start of the shift.

a) Nurses working a shift of between five (5) and ten (10) working hours may request to waive Section F.3 of this section and be provided the meal period at a time requested by the nurse prior to the final working hour of the shift. Such requests shall not be unreasonably denied.

b) Nurses working a shift of over ten (10) working hours who have waived their second meal period, may request to waive Section F.3 of this section and be provided the meal period at a

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time requested prior to the final working hour of the shift. Such requests shall not be unreasonably denied.

42. The Hospital **AHS** will make every effort to ensure that the nurse has the opportunity to take a meal break in accordance with **F.1. Section E.6.a. Section F.3** above, **and AHS shall also make every effort to provide meal periods at a time of the nurse's choosing according to seniority. Nurses shall coordinate meal periods with the Break Nurse, Charge Nurse and AHS management representative, or designee, in accordance with patient care needs.**

As soon as practicable, **if and when** after the nurse determines that **s/he they** are unable to take a meal break due to urgent patient care needs, **s/he they** shall notify **her/his their** supervisor (or designee), in which case the Hospital **AHS** will make a good faith effort to ensure that the nurse is offered the opportunity to take an alternate meal period during their shift.

XX. Subject to approval by AHS and the coordination process for meal periods described in Paragraph 4 of this Subsection, nurses in a unit may choose by majority vote to combine one (1) meal period described in this Subsection and one (1) or two (2) rest breaks described in Subsection G for a combined forty-five (45) or sixty (60) minute break. In order to combine meal and rest periods, nurses must have a signed combine break form on file with nurse management.

53. If following such notification, the Hospital **AHS** is unable to provide an alternate meal break, the nurse shall submit, in writing, to their supervisor (or designee) for signature, declaring that: (1) the nurse was unable to take a meal break; (2) the nurse notified their supervisor (or designee) that **s/he was they were** 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. **c. When a Nurse is expressly directed to remain on duty to perform work during a lunch meal period, and does not receive an alternative off-duty lunch meal period, the Nurse shall report the lunch meal period as work time for review and approval by the Nurse Manager. The Hospital AHS shall continue to provide unpaid thirty (30) minute duty-free meals in conformity with applicable California wage and hour laws, as amended from time to time.**
64. If the process outlined immediately above in Section **F.2-3. F.5.** 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 **the nurse's regular rate of compensation, including the Nurse's applicable differentials.** **A Nurse who does not receive a thirty (30) minute duty-free meal period shall receive an additional hour of pay at her or his straight-time hourly rate as set forth in Appendix A of this Agreement. In the event that the economic penalties for missed meals and/or missed breaks change as a result of legislative, regulatory, or judicial action, the Association and the Hospital AHS agree to meet and confer over such changes.**

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75. If the nurse fails to comply with Section F.2-3. F.5., above, the Hospital AHS shall have no obligation to pay the premium associated with a missed meal period. Should the nurse fail to notify the supervisor (or designee), the right to claim penalty pay for a missed meal would be waived.
88. Payments for missed meal periods pursuant to Section F.6 do not qualify as hours worked for the calculation of overtime.
97. While deviations may occur from time to time, the Hospital AHS 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.

G. Rest Periods

1. Time allotted for rest periods is limited to ~~shall be~~ two (2) periods of fifteen (15) minutes each during an eight (8) hour ~~or ten (10) hour shift, or~~ **and** three (3) periods of fifteen (15) minutes each during a **ten (10) hour shift or** 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 AHS will make every effort to ensure that nurses have the opportunity to take rest period(s) in accordance with ~~SE.7.a.,~~ Section G. of this Article above. **Nurses shall be entitled to take their rest breaks at any time within each four (4) hour period. AHS shall make every effort to provide the rest period at a time of the nurse's choosing according to seniority. Nurses shall coordinate rest breaks with the Break Nurse, Charge Nurse and AHS management representative, or designee, in accordance with patient care needs. The Hospital AHS will by assigning the** rest periods at the beginning of the shift **to each nurse.**

As soon as practicable, after a nurse determines that ~~s/he~~ **they** are unable to take a rest break due to urgent patient care needs, ~~s/he~~ **they** shall notify ~~her/his~~ **their** supervisor (or designee) in writing, in which case the Hospital AHS will make every effort to ensure that the nurse is offered the opportunity to take an alternate rest period(s) during ~~her/his~~ **their** shift. **Each unit shall maintain a readily accessible log book in which nurses shall document the missed break by the end of their shift.**

3. If the Hospital AHS 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, **including the Nurse's applicable differentials for each rest period missed.** If the nurse fails to inform their supervisor (or designee) of an inability to take a break by the end of the shift, the Hospital AHS shall have no obligation to pay for the missed break. ~~Should the nurse fail to notify her/his supervisor (or designee), the rights to claim penalty pay for a missed break would be waived.~~

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A nurse who does not receive both of her or his ~~their~~ paid breaks shall receive an additional hour of pay at her or his ~~their~~ straight-time hourly rate as set forth in Appendix A ~~(PLACE HOLDER)~~ of this Agreement. In the event that the economic penalties for missed meals and/or missed breaks change as a result of legislative, regulatory, or judicial action, the Association and the Hospital **AHS** agree to meet and confer over such changes.

4. The Hospital **AHS** shall have a nurse whose primary responsibility is lunch and break relief. When covering lunch and breaks the Hospital **AHS** shall adhere to the nurse to patient ratios at all times. The maximum number of employees a nurse assigned to provide breaks for shall be five (5) including the nurse providing breaks themselves.

H. Timekeeping

Upon request from a nurse, the Hospital **AHS** 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 **AHS** shall provide notice to the nurses and the Association.

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ARTICLE 30

K. ~~IN-SERVICE EDUCATION~~ **In-Service Education**

A1. 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.

Time spent by a nurse completing mandatory In-service education must be pre-approved and shall be considered as time worked for compensation and OT purposes. ~~All In-service education completed outside of AHS facilities that is not pre-approved by an AHS Management designee shall be considered paid in non-work status.~~

When a nurse is responsible for a patient care assignment, AHS shall not require the nurse to complete in service education. ~~A nurse shall not be given a patient care assignment while assigned to In-service education.~~

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

B2. Orientation

1a. 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.

2b. 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 upon request to the Association and PGPC Chair by the Hospital **AHS** within thirty (30) days following the date of ratification of this agreement and then immediately following any changes and addition as they occur.

3c. 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.

4d. During the orientation period, the orientee shall not be transferred out of the unit to relieve in other areas except in emergencies.

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C3. Continuing In-service Education

In the event that the Hospital **AHS** introduces new equipment, nursing care programs, techniques, facilities and concepts of care that affects work performed by nurses subject to this agreement, the Hospital **AHS** shall provide adequate training. **AHS may also assign or require additional annual and/or periodic training or testing to maintain departmental competence, this shall be considered Continuing In-service Education.**

LK. 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 **AHS** will use its best effort shall attempt to grant at least twenty-six (26) weekends off per year 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. This provision does not apply to nurses who work weekends only.
- b. With the exception of nurses assigned to work weekends only, if the Hospital **AHS** requires such a Nurse to work more than two (2) consecutive, the third and subsequent consecutive weekends shall be paid at one and one half times (1 ½ X) the nurse's base rate of pay, until a complete (Saturday and Sunday) weekend off is granted. 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, **PTO** 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.

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3. Regular Nurses at San Leandro Hospital with 20 Plus Years

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

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

Option B: Receive an annual bonus payment, equal to two (2) weeks' pay for that Nurse.

- ~~ii. Regular Nurses at Alameda Hospital with twenty five (25) or more years of service shall be provided on an annual basis with their choice of one of the following options:~~

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

~~Option B: Receive an annual bonus payment, equal to two (2) weeks' pay for that Nurse.~~

- iii. Under Option B, the bonus for the upcoming calendar year shall be payable during the first pay period in December.

- iv. Regular Nurses at San Leandro Hospital shall be provided a choice of Option A or Option B during the month of October of each year. The Nurse's choice shall be effective during the next calendar year. A Nurse who fails to select an option shall continue to receive the Nurse's previously selected option or, in the absence of a prior selection, Option B.

M Rest Between Shifts

Each regular full time Nurse and each regular Part Time Nurses 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) unless the Nurse is already entitled to receive time and one half. This benefit is not to be pyramided with time and a half paid for other reasons required by this contract or by law. Overtime for which premium pay is given shall count as rest periods for purposes of this paragraph. This provision may be waived in writing on the request of the individual nurse and with the agreement of the supervisor or Nurse Manager, and copies of

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such written waivers will be given to the Nurse Representative by the Hospital AHS. The individual Nurse may revoke such written waivers in writing at any time.

Registered Nurse may be required to fill an assignment after a rest period shorter than described herein, in the event of an emergency. This requirement to report after a short rest period shall not serve to increase the Nurse's assigned weekly hours of work.

XX. 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 AHS 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 in writing on the request of an individual Nurse and with the agreement of the supervisor. AHS shall furnish a copy of such waiver to the Nurse Representative designated by the Association for such purposes upon request.

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 AHS 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 AHS shall update posted work schedules as changes occur.
3. The Hospital AHS will, when practicable, make reasonable efforts to grant Nurse's requests for preferred workdays.
4. It is the intent of the Hospital AHS 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

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(XX)– Personnel Categories, during the fifth (5th) week preceding the start of the new schedule. Submissions must be received before the conclusion of the 5th 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 (4th) 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-**(XX)**- Personnel Categories, shall be awarded shifts, by seniority only up to their scheduling availability requirement.

~~6. Traveler and registry nurses will be assigned to shifts only after all regular nurses and short hour nurses have been scheduled and SAN nurses have been awarded all shifts per Section X.X- "Scheduling of Open Shifts" above.~~

Q10. Shift Rotation

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

R11. Requests for Hours Reductions

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

S. Three-fifths (3/5) and Four-fifths (4/5) Option ~~for Alameda Hospital~~

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.

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At San Leandro Hospital, the Hospital AHS will make good faith efforts to convert to 3/5 or 4/5 status if possible based on operational needs. Whenever possible, this conversion shall be within sixty (60) days after the Nurse's request. After completion of two (2) years of service, a regular full time Nurse on any shift may request reduction in weekly hours to a part time schedule of four (4) days per week. Such requests shall not be unreasonably denied by the Hospital AHS, nor shall such schedule, once initiated, be unreasonably terminated, by the Hospital AHS.

At Alameda Hospital, the Hospital AHS 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.

~~Nurses who elect a reduction in work days in this section will not be eligible for the extra shift premium pay described in Section XX [xxx] for a period of twenty four (24) months from the date of the status change.~~

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 AHS.

Absent emergency conditions, a Nurse in a 4/5 position shall be granted two (2) consecutive nights, two (2) consecutive evening, or two (2) consecutive day shifts off respectively each week. The Nurse and the Hospital AHS may agree to waive the obligations of this paragraph.

U14. Weekly Three-Fifths Schedules at San Leandro Hospital

The Hospital AHS shall maintain no fewer than twenty-five (25) three-fifths positions at San Leandro Hospital and twenty-five (25) three-fifths positions at Alameda Hospital. At the request of the Association, the parties shall meet to discuss whether the number of designated three-fifths positions should be changed due to significant changes in the number of benefited positions.

Charge Nurses currently in 3/5 positions shall be retained. Charge Nurses may elect to move to a vacant and available 0.6 FTE staff nurse II position; internal seniority would continue to determine the filing of any such vacancy.

Any vacancies in the twenty-five (25) positions shall be posted for the same unit and shift on which the position previously existed. If no qualified Nurse applies for the position during the initial seven (7) day posting period, the Chief Nurse Executive and a Nurse Representative designated under Section 33.

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~~**Article (XX)** (RN Representatives) of the parties' Agreement will meet and confer to decide whether the position should be reallocated to another unit or should be posted internally and established in the unit and shift of the senior Nurse then bidding for it. If the parties are unable to reach agreement, the position shall be posted externally.~~

~~All three-fifths positions posted in the future shall remain as three-fifths positions unless agreed otherwise in writing by the parties' authorized representatives.~~

Nurses assigned to such positions shall be eligible for pro-rata benefits and shall be eligible for the same health program coverage, at the Hospital **AHS**'s expense, as is applicable to full-time Nurses.

T13. "Grandfathered" Four-Fifths Nurses

- 1a.** The provisions of this section regarding Grandfathered Four Fifths (4/5) Nurses shall apply only to those San Leandro Hospital Nurses who were in this position as of June 28, 2004.
- 2b.** Grandfathered 4/5 Nurses working a four-fifths (4/5) schedule shall be eligible for full-time benefits. Except for these grandfathered Nurses, Nurses working a 4/5 schedule shall accrue benefits consistent with their schedule.
- 3e.** The Nurses grandfathered into a 4/5 position may continue, at their option, to work on this schedule and receive the benefits of this position. Once a grandfathered 4/5 Nurse vacates a 4/5 position at San Leandro Hospital, he or she is no longer eligible for, and may not return to, a 4/5 position with full-time accrual of benefits. A grandfathered 4/5 Nurse shall not be eligible to receive the premium set forth in ~~Section 9(C) 8.E.5.a.~~ **Article (XX)** of this Agreement.

V15. Every-Weekend Benefited Positions

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

To assist the Hospital **AHS** in providing regular, benefited staff for weekend shifts, the Hospital **AHS** may establish and post every-weekend benefited positions of twelve (12) hours per shift for three (3) consecutive shifts (Friday, Saturday, and Sunday or Saturday, Sunday, and Monday). Likewise, the Hospital **AHS** may establish and post every-weekend benefited positions of twelve (12) hours per shift for two (2) consecutive shifts (Friday and Saturday, Saturday and Sunday, or Sunday and Monday). The Nurses in these weekend benefited positions shall be compensated at 1.25 times the Nurse's hourly rate of pay for the first twelve hours worked. Overtime after twelve hours of work shall be at double the Nurse's weekend rate of pay (i.e., 1.25 x 2).

- 1a.** Weekends Off

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One (1) out of every eight (8) weekends worked, a Nurse who requests time off shall be granted one weekend off on PTO, to be scheduled by mutual agreement between the Nurse and the Hospital **AHS**. The Hospital **AHS** will use its best efforts to grant the Nurse the weekend off. This section does not require the Nurse to take the time off, nor does it preclude the Nurse from requesting additional weekends off during the eight week period. The provisions of Section ~~8.E.9.b.12~~, of this Agreement **Article** (Guarantee of Weekends Off) shall not be applicable to these weekend benefited positions.

2b. Shift Differential

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

3e. Weekend Holiday Pay For Every-Weekend Benefited Positions

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

4d. Holidays Off for Nurse's in Every-Weekend Benefited Positions

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

5e. Jury Duty for Nurses in Every-Weekend Benefited Positions

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

f. Non-Weekend Twelve Hour Shifts:

See Appendix D.

APPENDIX D

W. Twelve-Hour Shifts

This appendix establishes the conditions, which apply when RNs choose to work a twelve hour shift. This Agreement applies to units where twelve (12) hour shifts are implemented with mutual approval of CNA and the Hospital **AHS** and a majority vote of the RNs on the unit. This appendix does not apply to Nurses working in Every Weekend Benefited Positions (Section 8.1415). Unless otherwise

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referenced herein this shall constitute a binding agreement for twelve-hour positions unless changes are mutually agreed upon.

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

W. 1. UNIT VOTE:

When **a resolution is reached through the meet and confer process** mutual agreement between CNA and the Employer **AHS** is reached on implementing 12-hour shifts in a new unit **where 12 hour shifts have not previously been established as described in Section XX Alternative Schedule of this Article**, a membership vote of unit members shall be conducted.

All 12-hour shift arrangements must be approved by a majority of Full-time and Part-time Nurses voting from the units affected in a secret ballot, with each Nurse entitled to one vote. Determination on adopting 12-hour shifts shall be on a unit-by-unit basis.

CNA shall conduct the secret ballot vote.

2. PARTICIPATION:

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

1. HOURS OF WORK:

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

2. 3/5 and 4/5 Work Schedules

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

The number of 12-hour positions offered under this provision shall count towards the Hospital **AHS's** obligations to provide 3/5 positions under Section 8.14. Nurses entitled to a Three Fifths

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position shall be allowed to work either a twelve-hour or an eight-hour shift schedule, subject to the provisions of this ~~Appendix~~ **Article**.

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

3. MEAL AND REST PERIODS:

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

4. SHIFT DIFFERENTIAL:

Shift differential will be paid as follows:

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

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

5. WEEKEND DIFFERENTIAL:

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

6. RELIEF CHARGE NURSE PAY:

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

7. REST BETWEEN SHIFTS:

Rest between shifts for 12-hour positions will be 11.5 hours, but all other provisions of Section ~~G8.E.7—Rest Period~~ **of this article** will remain the same.

~~**8.**~~ **TWELVE HOUR SHIFT COMMITTEE:**

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

The committee shall meet at a time mutually agreed between the Hospital ~~AHS~~ and the Association. Aggregate compensation for RN Committee members shall be twelve (12) hours per month.

9. SHORT TERM LAYOFFS:

Seniority shall be applied as defined in Section 12. PTO/ESL **ARTICLE (XX)**:

10. PTO/ESL/VAC/Sick

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

11. HOLIDAY PAY:

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

12. PAID EDUCATIONAL LEAVE:

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

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

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

13. JURY DUTY:

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

14. SHORT SHIFTS:

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

15.

FUTURE VACANCIES:

Vacancies in units that have adopted 12-hour shifts shall be filled as follows: Vacant eight (8) hour positions shall be posted as eight (8) hour positions. Vacant twelve (12) hour positions shall be posted as (12) hour positions. If a vacant eight-hour position is not filled after seven (7) days it may be posted as a twelve (12) hour position **or a ten (10) hour position** in units where **10 hour shifts have been established per the Section XX Alternative Schedules of this article.** If a vacant twelve (12) hour position is not filled after seven (7) days it may be posted as an eight (8) hour position **or a ten (10) hour position** in units where **10 hour shifts have been established per the Section XX Alternative Schedules of this article.**

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

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ARTICLE 19 ~~SECTION 16.~~ **(XX)**

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.

~~Unless otherwise required by law, a Nurse's anniversary date will not be adjusted for the Hospital authorized leaves of one (1) year or less.~~

Nurses shall continue to accrue years of service credit and seniority for a period of one (1) year during an approved continuous leave of absence.

1. Medical Leave

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

A. Disability Leaves

Any Nurse **employed by AHS may be eligible for disability leave** ~~who has been continuously employed by the Hospital~~ **AHS** ~~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~~ **applicable federal or state** ~~law.~~

Extensions of a Medical Leave of Absence will only be granted during the initial six (6) months of Medical Leave. If an employee remains disabled after a 6-month leave of absence, Human Resources along with Employee Occupational Health will engage the employee in an interactive ADA/FEHA Accommodation process per AHS Medical Separation Policy to determine if they are a qualified individual with a disability and if a reasonable accommodation can be made.

~~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.~~

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B. Use of Accruals

For medical related leaves of absence, nurses must exhaust all leave balances (PTO/Vacation/ESL/Sick) before taking leave without pay (except for Maternity leave).

Authorized leave of absence for any purpose shall not affect previously accumulated paid time off, extended sick leave, ~~(VAC, Sick TBD Types of Accrued Leave)~~ or tenure. A Nurse on leave of absence will continue to accrue PTO/ESLBU ~~(VAC, Sick TBD Types of Accrued Leave)~~ as long as there is a balance in the Nurse's PTO/ESL ~~(VAC, Sick TBD Types of Accrued Leave)~~ account.

A Nurse shall not have to use leave accruals for an authorized leave of absence, except where otherwise required by applicable federal or state law.

C. Response to Leave Requests Written Authorization

Application for a leave of absence shall be made in writing by an employee requesting leave, and leave of absence, if granted, will be approved in writing.

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

After a leave of absence is requested, a response will be provided via e-mail through AHS or AHS designee in writing.

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.

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E. Return From Leave of Absence

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

1. a. ——— When a Nurse returns from an approved medical, maternity, family or “association leave of absence not exceeding six (6) months total time, **or for all other types of leave** ~~If the leave is thirty (30) not exceeding ninety (90) days or less,~~ or an approved personal leave, including discretionary and additional leaves, not exceeding ninety days total time, in compliance with the approved terms of the leave, such Nurse shall be assigned to the same classification, position, unit, and shift the Nurse held before the leave. the Nurse shall be returned to **their** ~~her/his~~ former position, shift and unit.
 2. b. ——— If the approved medical, ~~maternity,~~ or family **or association** leave is in excess of six (6) months total time, **or for all other types of leave** ~~If the leave is over thirty (30) ninety (90) days,~~ the Nurse shall be returned to **their** ~~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 **they** ~~she/he~~ **are** is qualified. These provisions do not automatically apply if the Hospital **AHS** has Nurses on layoff **(Per Article xx Cancellation, Layoff, Reduction in Time)** when the Nurse returns from a leave of absence. However, these provisions will apply again when the Hospital **AHS** no longer has Nurses on layoff. ~~and the Nurse returns in compliance with the approved terms of the leave, the Hospital will use their best efforts to, and will not unreasonably deny, return of the Nurse to the same classification, position, unit, and shift the Nurse held before the leave.~~
- XX. If the approved maternity leave is in excess of six (6) months, the Nurse shall be returned to their former position, shift and unit. This provision does not automatically apply if AHS has Nurses on layoff (Per Article xx Cancellation, Layoff, Reduction in Time) when the Nurse returns from a leave of absence. However, this provision will apply again when AHS no longer has Nurses on layoff.**
3. A Nurse may return **to work** from an **approved** leave of absence **prior to the original return date** ~~prematurely by presenting a written notice of intention, written physician statement, if applicable, to return to work, and~~ or by mutual agreement between the Nurse and the Hospital **AHS** ~~within two at least two (2) weeks,~~ **prior to the Nurse's desired return to work date.**
 - c. ——— The procedures for a Nurse to obtain clearance for return to work from an approved medically-related leave of absence shall comply with applicable law. Such procedures may include, where allowed by law, clearance to return to work by the Hospital's Occupational Health department. The Hospital will notify a Nurse in writing, with a copy to the Association, when a Nurse is referred to the Occupational Health department for clearance to return to work.

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

SECTION 15. EDUCATIONAL AND PROFESSIONAL DEVELOPMENT

F. Paid Educational Leave

1. Eligibility Criteria

a. Scope

A regular Nurse shall **be provided** earn leave with pay to attend courses, institutes, workshops or classes or home study of an education nature. **For regular part-time Nurses, this benefit shall be prorated as described in Paragraph 2 of this section below.**

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

- i. ~~F. The Nurse shall apply~~ 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; ~~The Nurse shall obtain written permission to attend from the department head or the department head's designee.~~
- 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. Academic sabbatical

~~G. After seven (7) years of continuous service, unpaid educational leave up to one (1) academic year shall be granted for enrollment in an approved professional nursing education program.~~

~~ec.~~ No Unreasonable Denial

Permission for such **education** leave will not be unreasonably denied.

d. Proof of Attendance/Enrollment

~~D. The Hospital~~ **AHS** reserves the right to require reasonable proof of attendance and/or enrollment.

~~G. In case of popular education programs, the Hospital shall attempt to allow as many Nurses as practicable to attend, within the requirements of staffing.~~

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2. Yearly Basis

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

The 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.

The Hospital **AHS** shall grant educational leave annually as follows:

1. Full Time Nurse = six (6) days;

2. 4/5 Nurse = five (5) days;

3. 3/5 Nurse = four (4) days.

90% or more FTE: Six (6) days (48 hours)

80% FTE: Five (5) days (40 hours)

70% FTE: Four and a half days (36 hours)

60% FTE: Four (4) days (32 hours)

50% FTE: Three (3) days (24 hours)

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.

B. A Nurse may accumulate, to a maximum of ten (10) days, the unused portion of her/his paid educational leave in any year in which the Nurse requested such leave, but which the Hospital was unable to grant. A Nurse who does not request such leave waives it for that year.

4. Leave at Request of Hospital **AHS**

If the Hospital **AHS** wishes the Nurse to engage in an educational program other than In-service Education Program, the Hospital **AHS** and the Nurse may mutually agree that this is charged against

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the Nurse's educational leave. If the Nurse declines to engage in such educational program, the Hospital AHS 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. ~~H. The Hospital may require a Nurse to attend a course by giving the Nurse a written notice to do so, and in that case, the hours at straight time lost from work will be compensated by the Hospital~~ AHS, but the hours shall not be charged to 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 AHS

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 AHS 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:

Formally organized courses in nursing;

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

Formally organized seminars and symposia dealing with the contemporary practices of nursing;

Formally organized specialized courses relating to nursing practice; Formally organized clinical nursing seminars and institutes such as Maternity and Child Health and Medical- Surgical;

Formally organized programs for health professionals open to Registered Nurses and which deal with issues involving patient care;

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 AHS.

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

If the program occurs on a scheduled day off, another mutually agreed upon day shall be scheduled off and paid as educational leave.

7. Method of Payment

Educational leave shall be paid regardless of whether the educational program occurs on a day the Nurse is scheduled to work or not.

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 **AHS**, the Nurse can be excused from her/his ~~their~~ 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 **AHS** 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 **AHS** and the Nurse will be arranged.

If the approved educational program is six (6) hours or more in duration, but falls outside the Nurse's shift, ~~+~~ **A** P.M. or Night Shift Nurse who attends educational programs, which would otherwise qualify under the educational leave and pay provisions, shall be excused at the Nurse's option, from either the scheduled shift

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immediately preceding or immediately following the program. Nurses shall be paid for such absences provided sufficient educational leave credits have been approved.

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.

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 **AHS** 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 **AHS** will give such written confirmation within two (2) weeks of receipt of the application.

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.

XX k. Home Study

The Medical Center **AHS** will pay education leave when a Nurse engages in home study courses. Nurses shall receive educational leave payment at the rate of one hour of straight-time pay, plus any shift differential. Home Study course work may be combined to create a six (6) hour block, which can then be used as a paid educational leave (PEL) day. For Calculation of time, one (1) contact hour as defined by the BRN, will be equal to one (1) hour of Education Leave.

8. Educational Leave Conversion

A Nurse shall have the option of converting any or all of the value of **their** ~~her~~ 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.

SECTION 17. ASSOCIATION LEAVE

G. Professional Leave

1. A. Extended Association Leave

Upon at least thirty (30) calendar days advance written request from the Association and the Nurse, one (1) Association-represented Nurse **from each AHS facility** 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

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

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

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. B. Short Term Association Leave

Nurses may apply for short term association leave and shall receive, at the Nurse's option, vacation pay, paid time off or unpaid personal leave in order to participate in bona fide Association activities. The duration of the requested time away from work shall not exceed thirty (30) days, be specified at the time the Nurse requests the personal leave. The hospital AHS shall grant such leaves application unless the leave would negatively affect the hospital's ability appropriately to staff the Nurse's unit, 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.

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Counter 3 to CNA Counter Proposal # 26
Article XX Leaves of Absence
Date offered: 02-20-2025
Counter # 2
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B. Maternity Leave

H. Parental Leave

Maternity leave of up to six (6) months shall be granted to Nurses with one (1) or more years' service. This leave may be extended in particular cases up to an additional six (6) months upon mutual agreement between the Hospital and the Nurse, and the Hospital will not unreasonably withhold its agreement.

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 **AHS** and the Nurse. Unless so extended, the Nurse shall return to work no later than three (3) months after delivery, unless she/he is prevented from doing so by physical disability.

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

I. Bereavement Leave

Bereavement leave providing for up to five (5) days leave of absence shall be granted to regular Nurses after ninety thirty (90 30) days of employment in for bereavement leave cases of death in the employee's Nurse's immediate family or household. "Immediate Family" Immediate family shall be is defined as to include spouse, husband, wife, mother, stepmother, mother-in-law, father, stepfather, father-in-law, daughter, son, reproductive loss, sister, brother, sister-in-law, brother-in-law, grandparent, grandchild, any other person sharing the relationship in loco parentis. or any person living in the immediate household of the employee. This leave benefit shall include the domestic partner of an Employee covered by this Agreement. The terms "mother, stepmother, mother-in-law, father, stepfather, father-in-law, daughter, son, grandchild and grandparent" shall apply equally to relationships by birth, adoption, marriage or guardianship (e.g. natural children, adopted children, stepchildren and foster children). This provision shall also apply to persons for whom the represented employee has durable power of attorney for health care.

spouse, mother, father, domestic partner, daughter, son, sister, brother, grandparent, grandchild, legal guardian during employee's minority, or mother and father of a present spouse. and current mother and father-in-law. This leave benefit shall include the domestic partner of a Nurse covered by this Agreement.

Effective January 1, 2022 A nurse shall make a request for bereavement leave within thirty (30) calendar days of the death. In circumstances that require the nurse to take bereavement leave after (30) calendar days of death, the Hospital **AHS** shall not unreasonably deny such request.

Payment for scheduled workdays, which would have been worked, shall be made for the day of the funeral, or bereavement service and the days before and after the funeral or bereavement service. In addition to

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receiving the above paid leave, the Nurse shall, on request, be granted an additional unpaid workday off if the funeral is in California or an additional unpaid week (5 workdays) when the funeral is out-of-state. ~~A Nurse claiming a bereavement leave absence will sign a statement giving the date and place of funeral or bereavement service, relationship of decedent, and whether or not the Nurse attended the funeral or bereavement service.~~ **A request for bereavement leave shall be subject to the terms of the AHS Bereavement Leave Policy 2.55**

J. ~~D.~~ Family Care 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, **paid time off**, 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.

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

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

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

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

In the event a Nurse has accrued PTO, **Vacation, Sick** and/or ESL, the Hospital shall require the Nurse to utilize the accumulated PTO/ESL for the Nurse's own illness (**excluding maternity leave**) and up to fifty percent (50%) of the Nurse's PTO/ESL that has been accumulated up to the time family leave commences for the illness of the family member, as a part of the FMLA/CFRA leave, and the twelve weeks of leave provided hereunder shall be reduced by the hours of PTO/**Vacation/Sick**/ESL granted to the Nurse.

In the event a Nurse has depleted her or his **their** PTO, or **Vacation** account during FMLA/CFRA leave, the Nurse shall be granted an additional two (2) weeks of unpaid **PTO or Vacation** leave for **a previously approved** vacation, if the Nurse so desires, **subject to the same approval process as Section 9, Paid Time Off & Extended Sick Leave for San Leandro Hospital and Article 11, Vacations for Alameda Hospital**. In addition, Nurses eligible for FMLA/CFRA leave under the foregoing provisions shall be entitled to up to two (2) weeks of unpaid leave within one (1) year of service for serious illnesses of a brother or sister, subject to the same conditions as are applicable to FMLA/CFRA leave.

K. Leave for Jury Duty **SECTION 18. ARTICLE 20 PAY FOR JURY DUTY JURY DUTY**

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

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

1. Day Shift - A Nurse scheduled for a day shift shall return to work if jury duty on that day is for less than three (3) hours, but if jury duty exceeds that span of time, the Nurse shall be excused for the entire shift.
2. P.M. Shift - A Nurse scheduled for a p.m. shift shall be excused for the entire shift if jury duty on that day is for three (3) or more hours. If jury duty is for less than three (3) hours, the

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Nurse will qualify for jury duty pay by working a shift that day reduced by the time spent on the jury duty.

3. Night Shift - A Nurse called for jury duty on the same day in which the Nurse is scheduled to conclude working a night shift shall be excused for the entire shift. If the jury duty on that day is for three (3) hours or more, the Nurse shall also be excused for the entire shift commencing the same night. If the jury duty on that day is for less than three (3) hours, the Nurse shall work for the entire shift commencing that same night.

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.

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 their shift.

Grand Jury

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

KL Personal Leaves of Absence

1. Eligibility: All nurses regular full time and part time employees (scheduled 240 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 AHS. These eligibility requirements of may be waived at the sole non-grievable discretion of the Hospital AHS.
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 Paid Time Off or Vacation.
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 AHS policy and processes governing payment of health and welfare costs. During an unpaid leave, the employee ceases accruing paid leave benefits.

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Counter 3 to CNA Counter Proposal # 26
Article XX Leaves of Absence
Date offered: 02-20-2025
Counter # 2
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EM. Additional Leave

Unpaid leave of one (1) week (5 workdays) per year shall be granted to Nurses with one (1) or more years of continuous service, who request such leave. **Such leave shall be subject to AHS approval, but shall not be unreasonably denied.**

FN. Discretionary Leave

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

LO. No Seasonal Ban

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

~~ARTICLE 13~~ **Article ### GROUP HEALTH, DENTAL, & VISION PRESCRIPTION DRUG PLANS**

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

A. Group Health Plan Benefit Scope

AHS shall contribute toward the monthly group Health Plan for eligible employees, as well as their spouses/domestic partners and eligible dependents. These group Health Plan may be subject to cost sharing as described in the open enrollment documents provided to employees. The current co-pays for office visits, services and prescriptions will be clearly described in the summary of each Health Plan made available to eligible employees during open enrollment. Retail pharmacy is included in all Plans and are subject to co-pays as outlined in yearly Benefits Enrollment guide.

Health Plans and Employee Contribution:

Kaiser High Options Plans	Contribution is outlined in yearly Benefits Enrollment guide.
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Kaiser Medium Option Plan	Contribution is outlined in yearly Benefits Enrollment guide.
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Kaiser Low Option Plan	No Contribution (for FT employees only)
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AHS Freedom of Choice Plan	No Contribution
-----------------------------------	------------------------

AHS H.S.A. Independence Plan	No Contribution
-------------------------------------	------------------------

B. Dental Benefits

Delta Basic Dental PPO and DeltaCare USA: These plans will be offered at no premium cost to eligible employees.

Delta Standard PPO Plan is also offered to eligible employees with a premium cost outlined in the yearly Benefits Enrollment guide.

C. Vision Benefits

VSP Plan: Premium costs for this plan are outlined in the yearly Benefits Enrollment Guide.

~~The hospital **AHS** 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 **AHS**'s expense; except for Kaiser HMO plans, which are subject to cost sharing as described in the open enrollment~~

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~~documents provided to employees. Information about current benefits is included as APPENDIX D~~

Section F of this Article Health Plan Benefit Information, of this MOU. Eligible employees may select among the Kaiser HMO health plans beginning the 2021 **during the** open enrollment period.

The Hospital **AHS** shall provide a Health and 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 **AHS** 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 indication of potential health problems.

B. Notification of Material Changes

The Hospital **AHS** 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 **.5 FTE or above.** who has worked continuously for the Hospital **AHS** for twenty (20) or more hours a week for a period of ninety (90) days and who continues to work such a schedule. **Eligibility commences the first day of the month following the date of hire.**

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-six (26)** ~~twenty-five (25)~~ **years of age,** may be enrolled **charge** in the Health, Dental, **and** Vision and Drug Programs. **Contributions are outlined in yearly Benefits Enrollment guide.**

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

F. Health Plan Benefit Information ~~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.

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

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

~~A. Medical Coverage:~~

~~1. AHS Freedom of Choice Medical Plan and AHS High Deductible PPO Plan. These plans will be offered at no premium cost to the employee for the term of this contract.~~

~~2. Eligible employees may select among the Kaiser HMO health plans which are subject to cost sharing as described in the open enrollment documents provided to employees. Eligible employees may select a Kaiser HMO health plans beginning the 2021 open enrollment period.~~

~~B. Dental Coverage: Dental PPO. This plan will be offered at no premium cost to the employee for the term of this contract.~~

~~C. Vision Coverage: VSP Plan; Premium costs for this plan are outlined in the yearly Benefits Enrollment Guide.~~

ARTICLE 14 Article ### DISABILITY INSURANCE BENEFITS

A. Participation

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

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B. Employee Options

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

Option 1. Not applying for disability insurance benefits and using accrued sick leave and vacation **paid time off** or;

Option 2. Applying for disability insurance benefits and integrating accrued ~~paid leaves~~ **paid time off** 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-6 ~~###~~ Compensation, 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 13— ~~###~~ Group Health, Dental & **Vision** **Prescription Drug** Plans, herein.

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SECTION 26 Article ### LONG TERM DISABILITY

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

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.~~

SECTION 27 Article. ### LIFE INSURANCE

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

The ~~Hospital~~ AHS will pay the premium for such coverage. This coverage will be effective following completion of ninety (90) calendar days of continuous employment as a benefited employee. AHS shall continue to pay necessary premiums for two (2) pay periods after the employee goes on approved leave without pay.

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 XX 17 RETIREE HEALTH CARE FOR ALAMEDA HOSPITAL

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 Yr 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 of ten (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 XX SECTION 29. RETIREE HEALTH PLAN FOR SAN LEANDRO HOSPITAL

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

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

Retiree Medical – Medicare Part B.

Each AHS San Leandro Nurse who retires on or after the effective date of this Agreement, and who, on the date of his/her retirement is age 65 or older and has ten (10) or more years of continuous service at San Leandro Hospital, three (3) of which shall be with AHS, will be eligible to receive a monthly benefit of a maximum total as follows towards all the costs of Medicare Part B and a Medicare Supplement Plan or other similar health or prescription plans.

20 or more years of service \$200.00

10 up to 20 years of service \$150.00

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

Alameda RNs with a minimum of 15 years continuous benefitted service at the time of retirement retiring between the ages of 63 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.

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

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

Election for continued coverage must be made prior to the end of the initial COBRA period.

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

RNs participating in the Hospital **AHS's** Retiree Health Care Bridge program and newly retired RNs with a minimum of ten (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.

SECTION 29. RETIREE HEALTH PLAN

Retiree Medical — Medicare Part B.

Each AHS San Leandro Nurse who retires on or after the effective date of this Agreement, and who, on the date of his/her retirement is age 65 or older and has ten (10) or more years of continuous service at San Leandro Hospital, three (3) of which shall be with AHS, will be eligible to receive a monthly benefit of a maximum total as follows towards all the costs of Medicare Part B and a Medicare Supplement Plan or other similar health or prescription plans. 20 or more years of service \$200.00 10 up to 20 years of service \$150.00

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ARTICLE 18 RETIREMENT PROGRAM

• Steelworkers Pension

i. 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.

ii. 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.

iii. 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 **AHS** 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.

iv. Payment of Contributions

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

v. 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 (13th) month of employment. (Access the Summary Plan Description online for information regarding the Steelworkers Pension).

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vi. Benefit Accrual Rate

Access the Summary Plan Description online for information regarding the Steelworkers Pension.

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 eighteen and one quarter percent (18.25%) of total contributions paid to the Trust on the service of such Employee divided by twelve (12) in accordance with the provisions of the Declaration of Trust of the Steelworkers Pension Trust.

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

B. Defined Contribution Plans

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

SECTION 30. RETIREMENT

Steelworkers Pension Trust

A. ——— Benefit Plan

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

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B. Contribution Rate

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

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

C. Covered Employees

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

D. Payment of Contributions

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

E. Coverage Newly Hired Employees

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

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

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~~F.~~ Benefit Accrual Rate

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

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

~~G.~~ Deferred Compensation Plans

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

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

~~SECTION 28. INSURANCE REVIEW~~

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

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

XXX. (New) Out of Class Pay

Nurses who relieve in higher classifications shall receive additional compensation of five percent (5%) above current pay rate to commence the first day of relief work. This work will be specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in

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which the appointed incumbent is on paid or unpaid leave. The following must be met in order to qualify for this out-of-class pay;

A. The out-of-class pay shall have whatever explicit authority is delegated by AHS, except that the out-of-class Nurses as Supervisor or Manager shall not have the authority to hire, fire or discipline or have effective input into or effectively recommend same.

B. Assignment for out-of-class pay can only be made for the full shift of the higher level position. Under the provisions of this section, part-time employees can only meet the “full shift” criteria by being assigned to a higher level part-time position, or by being assigned to work the full shift of a full-time position.

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SECTION 7. ARTICLE 6 (XX) COMPENSATION

A. General Provisions

1. Effective Date of Salary Increases: Wage increases referenced throughout this agreement are effective on the date indicated or the beginning of the pay period following the date provided.

2. Salary Ranges shall be listed in Appendix A(XX). Upon ratification the following adjustments will apply to all Alameda Hospital and San Leandro Hospital nurses:

a. Adjustments

i. Nurses at Alameda Hospital who have completed 2 (two) years on step 5 (five) shall advance to step 6 (six), and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.

ii. Nurses at Alameda Hospital on step 6 (six) with less than 1 (one) year on step 6 (six) shall remain on step 6 (six), have 1 (one) year applied to their progression towards step 7 (seven), and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.

iii. Nurses at Alameda Hospital who have completed 1 (one) year on step 6 (six) shall remain on step 6 (six), have 2 (two) years applied to their progression towards step 7 (seven), and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.

iv. Nurses at Alameda Hospital who have completed 3 (three) years on step 7 (seven) shall advance to step 8 (eight), and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.

v. Nurses at Alameda Hospital who have completed 4 (four) years on step 7 (seven) shall advance to step 8 (eight), have 1 (one) year applied to their progression towards step 9 (nine), and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.

vi. Nurses at Alameda Hospital on step 8 (eight) with less than 1 (one) year on step 8 (eight) shall remain on step 8 (eight), have 2 (two) years applied to their progression towards step 9 (nine), and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.

vii. Nurses at Alameda Hospital who have completed 1 (one) year on step 8 (eight) shall advance to step 9 (nine), and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.

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~~viii. — Nurses at Alameda Hospital who have completed 2 (two) years on step 8 (eight) shall advance to step 9 (nine), have 1 (one) year applied to their progression towards step 10 (ten) and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

~~ix. — Nurses at Alameda Hospital who have completed 3 (three) years on step 8 (eight) shall advance to step 9 (nine), have 2 (two) years applied to their progression towards step 10 (ten) and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

~~x. — Nurses at Alameda Hospital who have completed 4 (four) years on step 8 (eight) shall advance to step 9 (nine), have 3 (three) years applied to their progression towards step 10 (ten) and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

~~xi. — Nurses at Alameda Hospital on step 9 (nine) with less than 1 (one) year on step 9 (nine) shall advance to step 10 (ten), and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

~~xii. — Nurses at Alameda Hospital who have completed 1 (one) year on step 9 (nine) shall advance to step 10 (ten), have 1 (one) year applied to their progression towards step 11 (eleven) and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

~~xiii. — Nurses at Alameda Hospital who have completed 2 (two) years on step 9 (nine) shall advance to step 10 (ten), have 2 (two) years applied to their progression towards step 11 (eleven) and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

~~xiv. — Nurses at Alameda Hospital who have completed 3 (three) years on step 9 (nine) shall advance to step 10 (ten), have 3 (three) years applied to their progression towards step 11 (eleven) and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

~~xv. — Nurses at Alameda Hospital who have completed 4 (four) years on step 9 (nine) shall advance to step 10 (ten), have 4 (four) years applied to their progression towards step 11 (eleven) and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

~~xvi. — Nurses at Alameda Hospital who have completed 5 (five) years on step 9 (nine) shall advance to step 11 (eleven).~~

~~xvii. — Nurses at San Leandro Hospital on step 10 (ten) with less than 1 (one) year on step 10 (ten) shall remain on step 10 (ten), and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

~~xviii. — Nurses at San Leandro Hospital who have completed 1 (one) year on step 10 (ten) shall remain on step 10 (ten), have 1 (one) year applied to their progression towards step 11 (eleven) and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

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~~xix. — Nurses at San Leandro Hospital who have completed 2 (two) years on step 10 (ten) shall remain on step 10 (ten), have 2 (two) years applied to their progression towards step 11 (eleven) and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

~~xx. — Nurses at San Leandro Hospital who have completed 3 (three) years on step 10 (ten) shall remain on step 10 (ten), have 3 (three) years applied to their progression towards step 11 (eleven) and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

~~xxi. — Nurses at San Leandro Hospital who have completed 4 (four) years on step 10 (ten) shall remain on step 10 (ten), have 4 (four) years applied to their progression towards step 11 (eleven) and have their anniversary date for step progression adjusted to January 1st as of January 1st, 2024.~~

~~xxii. — Nurses at San Leandro Hospital who have completed 5 (five) years on step 10 (ten) shall advance to step 11 (eleven).~~

~~b. — Alameda Hospital Grandfathered Classifications: The Wound Care Nurse, Enterostomal Therapy Nurse, and their respective SAN classifications, shall be grandfathered in at the Staff Nurse III rate as described in Appendix (XX).~~

~~c. — San Leandro Grandfathered RN III Classifications: Nurses currently designated as Staff Nurse III at San Leandro Hospital at the time of ratification of this Memorandum of Understanding, will be grandfathered in at the Staff Nurse II rate as described in Appendix (XX), until the end of the 2 (two) year term they are currently serving.~~

d. The parties recognize that actual salary rates paid to employees may vary slightly from those reflected on published salary scales due to rounding.

3. Across-the-Board Adjustments

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

B. Wages

1. — Fiscal Year 2019/2020

a. — Lump Sum Payment: No later than 60 calendar days following the date of ratification, eligible nurses shall receive a one-time lump sum based on eligible and actual in-bargaining unit earnings for the payroll period that includes January 1, 2019 and concludes on the last date of the pay period prior to

implementation of the salary range increase discussed in this Section B.1.b., below. The in-bargaining unit earnings will be multiplied by the percentage increase that the nurse is scheduled to receive in this Section. The range will be adjusted by 2.5% effective no later than 60 calendar days following the date of ratification.

1. Effective no later than 60 (sixty) calendar days following the date of ratification **the first pay period following ratification**, the Hospital **AHS** will apply a range adjustment of three **nine-five** percent (5%) **retroactive to the first full pay period following October 1st, 2024** in accordance with Section A.3., above. **To qualify for the retro payment an employee must be employed in the bargaining unit on the date the payment is made. Retro payment to be made within 60 days of ratification.**

i. To be eligible for the Lump Sum Payment and base building adjustment discussed in this Section B.1.b. above, the nurse must meet all of the following criteria:

a) be in a C.N.A. at San Leandro Hospital represented classification on the date the lump sum is paid and range adjustment is made (not effective date); and

b) have actual earnings in a C.N.A. at **Alameda or San Leandro** 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. Fiscal Year 2021/2022

Effective **the first full pay period following** October 1, 2021**2025**, the Hospital **AHS** will apply a range adjustment of three **seven-five** percent (5%) in accordance with Section A.3., above.

3. Fiscal Year 2022/2023

Effective **the first full pay period following** October 1, 2022**2026**, the Hospital **AHS** will apply a range adjustment of three **seven four and a half five** percent (5%) in accordance with Section A.3., above.

4. Fiscal Year 2023/2024

Effective **the first full pay period following** October 1, 2023**2027**, the Hospital **AHS** will apply a range adjustment of three **seven-five** percent (5%) in accordance with Section A.3., above.

5.

Effective the first full pay period following October 1, 2028, AHS will apply a range adjustment of four and a half five percent (5%) in accordance with Section A.3., above.

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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 **XX**)

D. Step Increases

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

1. 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 of this Article. Furthermore, **effective no later than 60 (sixty) calendar days following the date of ratification upon ratification, any nurse working at Alameda hospital that has accrued enough years on their current step to have advanced to the next step on the as described below, shall be advanced to that step, and have the resulting time accrued beyond the requirement accredited towards their next step advancement.**

2. Eligibility for a step move is determined by the number of years on a step, as follows:

- after one (1) year on step one (1), the nurse is eligible to promote to step two (2);
- after one (1) year on step two (2), the nurse is eligible to promote to step three (3);

- c. after one (1) year on step three (3), the nurse is eligible to promote to step four (4);
- d. after one (1) year on step four (4), the nurse is eligible to promote to step five (5);
- e. after ~~three (3)~~ two (2) years at step five (5), the nurse is eligible to promote to step six (6);
- f. after ~~two (2)~~ three (3) years at step six (6), the nurse is eligible to promote to step seven (7);
- g. after ~~five (5)~~ three (3) years at step seven (7), the nurse is eligible to promote to step eight (8);
- h. after ~~five (5)~~ three (3) years at step eight (8), the nurse is eligible to promote to step nine (9);
- i. after four (4) years at step nine(9), the nurse is eligible to promote to step 10 (ten).

~~j. after five (5) years at step ten (10), the nurse is eligible to promote to step eleven (11);~~

- 3. For purposes of this Section ~~A.4., Step Increases,~~ only, a year is based on one year 365 days of continuous employment, without a break in service, in the same classification and step from which the nurse will promote from.
- 4. Nurses at the top step of the range are not eligible for a Step increase.

E. 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 **AHS** 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 **AHS** 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

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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.

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

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

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

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

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F. Shift Differential Pay

Type of Differential —

Amount

Evening Shift —

11.5% of base hourly rate

1. A Regular or Short-Hour Nurse assigned to evening (p.m.) shift shall receive thirteen (13%) percent of the regular Staff Nurse II rate of pay on ~~their~~ his or her appropriate step set forth in Appendix A(XX).

Night Shift —

20% of base hourly rate

2. A regular or Short-Hour Nurse assigned to the night shift shall receive ~~eighteen and one half (18.5%)~~ twenty (20%) percent of the regular Staff Nurse II rate of pay on ~~their~~ his or her appropriate step set forth in Appendix A(XX).

Weekend Shift —

5% of base hourly rate

3. Nurses working shifts on weekends shall be paid a differential of ~~twenty dollars (\$20.00)~~ five (5%) percent of the regular rate of pay on their appropriate step set forth in Appendix (XX) on for each shift of four (4) hours or more worked on a weekend in addition to the Nurse's hourly rate of pay for the shift.

4. Shifts are defined as follows:

- a. Day shift: Begins at 7am and concludes at 3:30pm.
- b. Evening shift: Begins at 3pm and concludes at 11:30pm.
- c. Night shift: Begins at 11:00 pm and concludes at 7:30am ~~the following day~~.
- d. Weekend shift: Begins on Friday at 11:00pm and concludes Sunday at 11:00pm.

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5. Shift Differentials will be paid when the majority of hours worked in a shift are within one that provides for a differential. Where the hours in a shift are evenly split between shifts with different differentials, then the differential(s) will apply according to the actual hours worked within that shift with a shift differential.

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

6. There shall be no duplication, pyramiding, or compounding of any premium wage payments. If more than one (1) type of premium is applicable to work performed within a work week, the one applicable premium payment that will result in the highest total compensation shall be used.

G. 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.~~

Nurses assigned to stand-by in any area of the Hospital AHS shall be paid at the rate of one-half (½) the straight-time rate when on stand-by.

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.~~

Nurses on stand-by on recognized holidays hereunder shall be paid at the rate of three-quarters (3/4) the straight time rate of such a 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~~

If called to work when on stand-by, a Nurse shall be compensated at time and one-half (1 ½) the straight-time rate as total compensation for all time worked when on stand-by except for any such hours that fall in the Nurse's scheduled straight-time hours of work. The Nurse shall also receive the shift differential for the hours paid for call back on the evening (p.m.) or night stand-by shifts.

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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~~

If called to work when on stand-by, a Nurse shall be guaranteed three (3) hours of work or payment in lieu thereof. **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.

~~The customary stand-by shift times are:~~

~~• 7:00 a.m. – 3:00 p.m.~~

~~• 3:00 p.m. – 11:00 p.m.~~

~~• 11:00 p.m. – 7:00 a.m.~~

~~The Hospital, in its discretion, may assign standby to commence and end at different times and for different lengths of time than those set forth above. A regular full-time Nurse called back on his/her regularly scheduled days off under this practice shall be compensated at the rate of time and one-half (1½) for all hours worked when called back.~~

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

d. Call-Back after Cancellation

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

Waivers

The 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. **AHS** ~~The Hospital~~ shall furnish ~~13~~ a copy of such written waiver to the Nurse Representative designated by the Association for such purpose.

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H. Charge Nurses

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

2. Charge Nurse Responsibilities:

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

The responsibilities of the Charge Nurse shall include the following:

- Making assignments;
- Adjusting assignments, as needed;
- Working as a liaison with the House Resource/Nurse Supervisor and/or Nurse Manager(s);
- Serving as a resource to staff on the unit to answer questions; and
- Facilitating patient flow.
- **Other duties as described in Charge Nurse job description. The parties agree to meet and confer regarding any changes to the job description.**

3. ~~A Charge Nurse will be assigned on all units and shifts.~~

4. The Charge Nurse classification shall be held by a benefited Nurse and paid on a wage scale that is 9% above the Staff Nurse II wage scale, as set forth in Appendix A **(XX)**.

5. Patient Assignments to Charge Nurses

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

At San Leandro Hospital:

- ~~OR (Day Shift);~~
- **Surgery (Day Shift);**
- **Peri/Anesthesia PACU/Pre-Op (Day Shift and RN Must have PACU Competency);**
- Emergency Department (All shifts);

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- ICU (All shifts);
- Med/Surg/Tele units (All shifts).

At Alameda Hospital:

- **CCU (All Shifts);**
- **Med-Surg (All Shifts);**
- **Telemetry (All Shifts);**
- **Surgery (Day Shift);**
- **PACU / Pre-Op (Day Shift and RN Must have PACU Competency);**
- **Emergency Department (All Shifts);**
- ~~**Sub-Acute (All Shifts);**~~

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

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-four dollars (\$24.00) 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-four dollars (\$24.00) per shift.

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 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.

(signed 3/8/2021)

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

a. Each unit shall maintain a list of Nurses who have agreed to fill the Relief Charge Nurse role. Nurses who have agreed to be a Relief Charge Nurse shall accept the Charge Nurse role when the Charge Nurse is not on duty. **Such assignments shall be rotated by seniority so all Relief Charge Nurses have the ability to maintain competencies within the role offered by seniority.**

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

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

J. Preceptor **Preceptee** Pay

When an RN is assigned to perform preceptor duties, the preceptor and preceptee shall share a single assignment and only one of the nursing pair will be counted in the staffing mix. The shared assignment shall be reduced during the initial precepting phase. Reduced assignments may be extended by mutual agreement.

~~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.~~

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

A Nurse Preceptor is a Nurse appointed and responsible for precepting another hospital AHS 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.

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

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

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

Nurses assigned to perform as a preceptor shall attend a preceptor training program if requested to do so by the Hospital AHS. The cost of the training program shall be borne by the Hospital AHS and the Nurse shall be paid her/his 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 five~~ five dollars (~~\$2.00~~5.00) per hour for all hours worked in the role of Nurse Preceptor. ~~Nurses assigned to perform as a preceptor, including as a relief preceptor, shall be paid a premium of two dollars and fifty cents (\$2.50) per hour for each hour worked while assigned as a preceptor under this section. Routine orientation of a newly hired or transferring Nurse to a unit does not fall within the preceptor program and Nurses assisting in such orientation do not qualify for the preceptor differential.~~ Routine orientation of a newly hired or transferring Nurse to a unit is not considered a formal preceptor program and does not qualify for preceptor pay. Orientation shall be considered routine if it is anticipated by the Hospital AHS to be no longer than ten (10) consecutive shifts at the bedside. Orientation that was anticipated to be routine but exceeds this standard shall be treated as a preceptorship and the preceptor premium shall be paid for hours following the ten (10) day orientation.

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K. Mandatory Certification/Education

For all regular full-time and regular Part Time Nurses required to have ACLS or PALS certification, the Hospital **AHS** will pay for the full costs of certification, or at the Hospital **AHS**'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 **AHS** 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 **AHS**, the Hospital **AHS** 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

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.

K1. Specialty Certification Pay

Employees who acquire an approved certification, as ~~identified described~~ in Exhibit **XX*****, in their area of specialty shall receive additional compensation of 3% above their current base rate of pay. The list of eligible specialty certifications shall be available 90 days following ratification of this agreement. Specialty compensation pay is limited to one certification per employee.

Employees shall continue to be compensated at this increased salary rate as long as they maintain the certification. ~~The date upon which an employee presents proof of certification shall be the effective date of increased compensation.~~ The effective date of certification pay shall be the first pay period following the submission of proof of certification by the employee. The employee will be responsible for submitting their renewal to continue the 3% additional pay.

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Employees in the classification of Staff Nurse II and Staff Nurse III, who are regularly scheduled to work sixteen hours of more per week and exclusive of SAN's shall be reimbursed for the costs of the test and renewal fees associated with approved nationally recognized nursing professional certifications.

Any nurse who works at least fifty percent (50%) of their time in a specialty, in which they are certified who acquires an approved certification may be reimbursed for one of the nationally recognized nursing certifications. AHS shall also reimburse employees for the cost of initial application and examination fees that result in the employee being certified in a clinical specialty provided the following conditions are met:

1. The certification is clinically relevant to the area of clinical specialty and will enhance the knowledge base and skill in providing expert patient care.

2. The certification is issued by a nationally recognized nursing professional organization. Upon successful completion of the re-certification process, the employer will reimburse the employee for the fees associated with the renewal of the certification.

L. Payroll Inquiries

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

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

At the request of the Nurse to **their** **his or her** manager, the Hospital **AHS** shall provide a copy of the Nurse's payroll records for a designated period within the prior twenty-four pay periods, including any changes that have been made to **their** **his or her** timecard. **This information is also available for viewing by the employee in UKG.**

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

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

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M. Bilingual Pay

Upon approval of the manager, ~~an~~ **an** employee occupying a position utilizing fluency in English and another language ~~and who~~ 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. All employees receiving bilingual pay shall be required to pass a proficiency test. An employee occupying a position utilizing fluency in English and two or more designated languages shall receive forty-five (\$45.00) per pay period, provided that such person is required to utilize such additional language for AHS. All employees receiving bilingual pay shall be required to pass a proficiency test. **Bilingual pay shall be prorated based on hours worked.**

~~Article 47. Term of Memorandum of Understanding~~

Article ## TERM OF AGREEMENT

The terms and conditions of this ~~Agreement~~ **Memorandum of Understanding** shall remain in full force and effect commencing on ~~January April~~ 1, ~~2024~~ 2019, and shall terminate on ~~December March 31, 2029~~ 2023 ~~2027~~. This ~~Agreement~~ **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 ~~Agreement~~ **Memorandum of Understanding**, or subsequent anniversary date, of its desire to terminate or amend this ~~Agreement~~ **Memorandum of Understanding**.

The modifications in this agreement shall be effective no later than ~~sixty (60) days~~ **the first pay period following** from the Union ratification of ~~March 13, 2021~~ **(Scheduled date of ratification to be determined)**; unless otherwise specified.

CNA Proposes the following:

~~Strike: San Leandro Hospital MOU "APPENDIX B – CLINICAL LADDER"~~

~~Incorporate: Alameda Hospital MOU "APPENDIX B – STAFF NURSE III"~~

AHS proposes The Parties agree to enter into a side letter agreement with CNA to following a meet and confer over the Staff Nurse III process within 90 days of ratification of this Agreement.

Maintain in the Alameda Hospital MOU "Article 10. Sick Leave" and "Article 11. Vacations"

Maintain in the San Leandro Hospital MOU "Section 9. Paid Time Off & Extended Sick Leave"

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Counter to CNA 3-26-2025 Counter to
CNA Proposal # 27
Article XX Comprehensive Economic Package
Date offered: 3-26-2025
Counter # 6
Page **18** of **18**

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APPENDIX A-(XX) - WAGE **TABLE** **SCALE**

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS to CNA
Exhibit XX Specialty Pay Draft 3 to
CNA Proposal #27
Article XX Comprehensive Economic Package
Date offered: 3-26-2025
Counter #5
Page 1 of 1

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Exhibit XX AHS Certification List

Certification	Unit
AACN (CCRN)	Critical Care
AACN (PCCN) Progressive Care	Telemetry
AACN (CNL)	Clinical Nurse Leader
<u>AACN (PCCN)</u>	<u>Sub Acute</u>
American Board of Perianesthesia Certification (CPAN) <u>AACN (CCRN)</u>	PACU
Certified Perioperative Nurse (CNOR)	Operating Room
Emergency Nurse ENA (CEN)	ED
Medical Surgical Nurse (AMSN)	Med Surg

~~Including but not limited to the presently accepted certifications at San Leandro Hospital~~

Nurses at San Leandro Hospital who are receiving \$0.75/hour for certification pay at the time of ratification of this Agreement shall receive the 3% Specialty Certification Pay described in Section XX for their current certifications (regardless of whether they are identified in this Exhibit) until such certifications expire. After expiration of their current certifications, nurses at San Leandro Hospital will only be eligible for the 3% Specialty Certification Pay described in Section XX if they maintain one of the approved certifications in this Exhibit.

It is further understood and agreed that once implemented, the 3% Specialty Certification Pay described in Section XX shall replace the existing \$0.75/hour certification pay for nurses at San Leandro Hospital and that the existing \$0.75/hour certification pay benefit shall be discontinued.

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Proposal #1
Article XX Americans with Disabilities Act
Date offered: April 26, 2024
Proposal #1
Page 1 of 2

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ARTICLE xx AMERICANS WITH DISABILITIES ACT

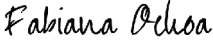
The parties agree that AHS is required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Americans with Disabilities Act and further agree that this Agreement will not be interpreted, administered or applied in any manner which is inconsistent with said Act. AHS reserves the right to make reasonable accommodations to comply therewith.

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.


Tentative Agreement reached 5-20-2024

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6/12/2024
California Nurses Association
Fabiana Ochoa

Page 1 of 1

Tentative Agreement reached 5-20-2024

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6/27/2024
Alameda Health System Jeff Bailey

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6/27/2024
Alameda Health System Mike Fouch

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Proposal #2
Article XX In-Service Education
Date offered: 04-26-2024
Proposal #1
Page 1 of 2

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ARTICLE ~~XX~~ - IN-SERVICE EDUCATION

A. General Provisions

In-service education is information and education provided to nurses ~~by AHS 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 ~~AHS 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.

During the orientation period, the orientee shall not be transferred out of the unit to relieve in other areas except in emergencies.

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Proposal #2
Article XX In-Service Education
Date offered: 04-26-2024
Proposal #1
Page 2 of 2

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C. Continuing In-service Education

In the event that **AHS** ~~the Hospital~~ introduces new equipment, nursing care programs,

techniques, facilities and concepts of care that affects work performed by nurses subject to this

agreement, **AHS** ~~the Hospital~~ shall provide adequate training.

Tentative Agreement reached 5-20-2024

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California Nurses Association
Fabiana Ochoa

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Alameda Health System
Mike Fouch

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Proposal #3
Article XX Insurance Review
Date offered: 04-26-2024
Proposal #1
Page 1 of 1

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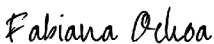
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Article XX SECTION 28. INSURANCE REVIEW


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

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

Tentative Agreement reached 5-20-2024

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California Nurses Association
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Alameda Health System
Mike Fouch

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Proposal #5
Article XX Management Rights
Date offered: 03-26-2025
Proposal #1 (Amended)
Page 1 of 1

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Article XX SECTION 4. MANAGEMENT RIGHTS

AHS ~~The Hospital reserves and retains solely and exclusively all of its same inherent rights to manage the business as it existed prior to the execution of this Agreement with the Association.~~

~~Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not limited by this Agreement include, but are not limited to, these rights:~~

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

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

The employer retains the responsibility and authority of managing AHS business in accordance with the Meyers-Milias-Brown Act.

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Proposal # 6
Article XX National Healthcare
Date offered: 04-26-2024
Proposal #1
Page 1 of 1

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Article XX SECTION 25. NATIONAL HEALTHCARE

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

Tentative Agreement reached 5-20-2024

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Alameda Health System
Mike Fouch

2023 Bargaining AHS/C.N.A.(AH/SLH)

AHS Proposal # 8

Article XX Savings/Severability

Date offered: 04-26-2024

Proposal #1

Page 1 of 1

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ARTICLE XX SECTION 40. SAVINGS / SEVERABILITY:

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

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.

Tentative Agreement reached 5-20-2024

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California Nurses Association
Fabiana Ochoa

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Alameda Health System
Jeff Bailey

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Alameda Health System
Mike Fouch

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Article XX SECTION
39. SUCCESSORS

In the event **AHS** the Hospital engages in a sale, consolidation, merger, or other transfer of its facilities, [*Moved from Article 45 below*] or if the Hospital **AHS** intends to implement any permanent change in operation such as, but not limited to, subcontracting or transferring a unit outside the Hospital of either San Leandro Hospital or Alameda Hospital, that materially will affect nursing staff subject to this [*end of moved language*] Agreement, **AHS** the Hospital will meet and confer at the request of the Association on impact and effects on Nurses employed under this Agreement. The Association shall be notified reasonably in advance (at least **sixty (60)** ~~ninety (90)~~ days) of any such sale or transfer. This Agreement shall be binding on **AHS** the Hospital and its successor(s).

[*Moved from Article 45 below*] Alameda Hospital **AHS** shall not use the sale, transfer or other mechanism for the primary purpose of evading the terms of this Memorandum of Understanding Agreement. [*end of moved language*]

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, [*Moved language to proposed new article above*] 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.

[*Moved language to proposed new article above*]

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.

2023 Bargaining AHS/C.N.A.(AH/SLH)
AHS Proposal # 11
Article XX Utilization of Specialties
Date offered: 04-26-2024
Proposal #1
Page 1 of 1

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ARTICLE ~~XX~~ 34 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. ~~AHS~~ The Hospital will consider such requests for orientation by assessing the nurse's qualifications. If the nurse is qualified, ~~AHS~~ The Hospital will ~~and~~ make its best effort to provide the orientation.

Tentative Agreement reached 9-13-2024.

Tentative Agreement pending ratification by union.

X

California Nurses Association

X

Alameda Health System

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Alameda Health System

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SECTION 14. ARTICLE 27 **XX** FLOATING

A. **Required Competencies**

Floating A nurse assigned to float ~~must~~ shall be competent to work in the receiving unit in accordance with applicable provisions of Title 22 of the California Code of Regulations, as amended from time to time, and shall be consistent with the Nurse's validated competencies- ~~prior to working an assignment. and must have validated, annual competencies~~

B. **Competencies Validation and Assessment**

A Nurse who has floated shall have his/her ~~their~~ competencies validated ~~by the Registered Nurse responsible for the nursing care on the unit with validated competencies for the entire unit~~ (Unit Manager or supervisor) on the receiving unit prior to an unrestricted assignment. In the event a Nurse feels that ~~s/he they~~ lacks competency for an assignment, the Nurse shall so inform the immediate supervisor. At the request of a Nurse, the Unit Manager or supervisor ~~with validated competencies for the entire unit~~ shall make an assessment of the Nurse's assignment to ensure that the Nurse is appropriately assigned in accordance with the **AHS Hospital** standards and applicable provisions of Title 22 of the California Code of Regulations. While such assessment is being made, the Nurse may be assigned to nursing care duties that ~~the Nurse and the Unit Manager or supervisor with validated competencies for the entire unit~~ agree are clearly within the Nurse's capabilities.

C. **Order of Floating**

At Alameda Hospital ~~The AHS 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.

At San Leandro Hospital, Except as provided in Section 13 **ARTICLE TBD**- Cancellation, Layoff and Reduction in Time, floating outside of the Nurse's unit-will be voluntary.

Nurses, by majority vote, shall select a float procedure of either by seniority or a rotational system. Elections for float procedures shall not be allowed more than once per calendar year in any unit.

D. **Tracking**

~~The AHS Hospital~~ shall accurately track the floating.

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E. Orientation

Orientation for floating shall include one orientation shift for floating to Med Surg. For floating to one of the following specialty units, orientation of the Nurse shall be two (2) orientation shifts: ICU, ED, Procedure Room, PACU, and Holding area. Orientation shall include a shared assignment on the unit with a Resource Nurse or another Bargaining Unit Nurse. Nurses in orientation for purposes of floating shall not be counted in productive hours during such orientation.

Nurses floating to a unit outside the Nurse's unit shall receive the orientation contemplated by this section, unless the Nurse has previously floated to the unit. If twelve (12) six (6) eighteen (18) or more months have elapsed since the Nurse has worked in the unit, a reorientation of at least eight (8) hours shall be provided as described above.

F. Float Positions

Float Positions: The AHS Hospital may, at its discretion, create a nurse classification for purposes of having a nurse dedicated to floating between Alameda Hospital and San Leandro Hospital. The AHS Hospital and the Association shall meet and confer on the implementation of the Float positions. The meet and confer shall include but not be limited to hours, wages, benefits and working conditions. Nurses in the Float positions shall not be counted in the Hospital's staffing matrix.

G. Floating Between San Leandro and Alameda Hospital

A voluntary Registered Nurse (RN) float program between Alameda Hospital and San Leandro Hospital will be established. This program will allow nurses to work across both hospitals, filling temporary staffing gaps, ensuring adequate care coverage while maintaining high-quality patient care across both facilities.

Key Components:

- 1. Participation in the float program will be entirely voluntary;**
- 2. Nurses who float between the hospitals will have a designated "home location," determined by the location of the position they occupy, which determines their FTE, pay and benefits;**
- 3. When floating outside of the Nurse's home location, the Nurse's compensation and benefits, such as pay rates, health coverage, retirement plans, and paid time off, will be based on the policies and wage scale of the designated home location;**
- 4. Nurses from either hospital may opt into the program, providing flexibility to work at the other location as needed;**
- 5. Nurses will undergo standardized orientation specific to the float hospital including covering policies and procedures and unit specific competencies;**

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6. **Nurses can make themselves available for shifts, over and above their home unit FTE, at either location;**
7. **Shifts will be offered in accordance with Article XX Hours of Work;**
8. ~~**Cancellations shall be facilitated with the procedures set forth in Article XX Cancellation, Layoff, Reduction in Time;**~~
9. **Nurses who voluntarily float will receive a differential of five percent (5%) above their current pay rate at their home location, including any differentials or overtime;**
~~*[CNA will accept AHS's Nov 12th proposed 5% differential and in exchange AHS will accept CNA's Aug 7th "Hours of Work" Section P "Extra Shifts for Regular and Part Time Nurses"]*~~
10. **Nurses shall only be floated when their home unit meets core staffing requirements per census staffed with the Charge Nurse (where listed in Article XX "Compensation"), dedicated Meal and Break relief nurse, and is within ratio pursuant to Title 22.**
11. **Float assignments will align with each Nurses' specialty and experience to ensure appropriate skill match and patient safety;**
12. **The float program will be assessed quarterly to evaluate staffing impact, nurse satisfaction, and patient outcomes;**
13. **A nurse cannot work a shift at one hospital while receiving compensation at another (such as kin care, vacation, sick, PTO, on-call etc.)**

2023 Bargaining AHS/C.N.A.(AH/SLH)
CNA Proposal to Accept Current SLH MOU Language
Article XX Change in Employment Status
Date offered: 2-14-2024
Proposal #1
Page 1 of 2

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Article SECTION XX. CHANGE IN EMPLOYMENT STATUS

When a Nurse changes employment as outlined below, without a break in service in accordance with **Article SECTION XX** - Seniority, the Nurse shall be subject to the following rules with respect to tenure steps and accumulation of benefits.

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

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

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

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

C. Regular Part Time to Regular Full-Time Classification

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

2023 Bargaining AHS/C.N.A.(AH/SLH)
CNA Proposal to Accept Current SLH MOU Language
Article XX Change in Employment Status
Date offered: 2-14-2024
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benefits at a full-time rate as outlined in this Agreement.

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

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

Tentative Agreement reached
4-02-2024

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2023 Bargaining AHS/C.N.A.(AH/SLH)
CNA Proposal for Tentative Agreement
Article XX RN Mentor Task Force
Date offered: 7-26-2024
Proposal #1
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Article xx Appendix F - RN MENTOR TASK FORCE

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



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



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



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

Tentative Agreement reached 07-26-2024

Tentative Agreement pending ratification by union.

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2023 Bargaining AHS/C.N.A.(AH/SLH)
CNA Proposal #1
CNA Proposal to Strike
SLH Appendix G Meals and Rest Periods
Date offered: 7-26-2024
Proposal #1
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~~APPENDIX G -- Meal and rest periods and safe staffing~~


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

Tentative Agreement reached 07-26-2024

Tentative Agreement pending ratification by union.

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2023 Bargaining AHS/C.N.A.(AH/SLH)
CNA Proposal to Strike
AH Appendix C Transition Agreement
Date offered: 7-26-2024
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Appendix C

Tentative Appendix C 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.

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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.

- c. 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 Kincaid.

G. All provisions of the Agreement signed August 9, 2013 are hereby incorporated in to 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.

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CNA Proposal to Strike
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Tentative Agreement reached 07-26-2024
Tentative Agreement pending ratification by union.

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Alameda Health System
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SECTION 9. PAID TIME OFF & EXTENDED SICK LEAVE

A. Paid Time Off (PTO)

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

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

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

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

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

8. PTO requests submitted after February 1, will be granted on a first-come, first-served basis; with written confirmation to the Nurse within two (2) weeks of receipt of the request. Such requests shall not be unreasonably denied.

9. **PTO Maximum**

- a. A regular status (regular full-time and part-time) nurse shall not accrue PTO in excess of 500 (five hundred) hours.

- b. Twice each calendar year, in the months of April and October, the employee may elect to convert into cash the PTO time accumulated, in accordance with Hospital policy and subject to any necessary deductions as provided by Hospital policy, which shall be consistently applied to the Nurses and other employee groups at the Hospital. PTO hours may not be accrued in excess of the nurse's maximum accumulation.
10. Pay for PTO hours shall be based on a Nurse's current hourly rate of pay including any regularly assigned shift differential, which is in effect at the time of using PTO or at the time of converting PTO to cash.
11. Upon termination of employment with the Hospital or upon changing to SANs status, all unused PTO hours will be paid off at the current hourly rate of pay including any regularly assigned shift differential in effect. -
12. PTO hours may not be used to extend employment with the Hospital beyond the last day actually worked.

B. Extended Sick Leave (ESL)

1. Nurses eligible to accrue Paid Time Off shall also accrue Extended Sick Leave (ESL) at the rate of six (6) days per year in the case of regular full-time Nurses, and on a pro-rated basis in the case of regular part-time Nurses. Part-time nurses accrue ESL on additional hours worked that are within 80 (eighty) hours in a pay period.
2. A Nurse shall be paid from the employee's accumulated Extended Sick Leave for absences because of long-term illnesses. A long-term illness is an illness that causes an absence from work for more than four (4) consecutive days.
3. ESL shall be used to integrate with State Disability Insurance (SDI) or Workers' Compensation payments as necessary during a long-term illness so that the employee will receive his/her regular take-home pay. Paid Time Off days may be applied when ESL days have been used up. Employees must apply for SDI or Worker's Compensation

benefits when eligible.

4. The Hospital reserves the right to require medical verification of any such absences as a condition of payment.
5. There is no limit to the number of ESL days that may be accrued.
6. Employees terminating employment with the Hospital, who have met the qualifications for retirement under the Hospital's Retirement Plan shall receive credit toward retirement based on the accumulated ESL days at the time of retirement in one of the following ways:
 - a. An employee for whom the Hospital contributes to a retirement account, as provided in Section 30 - Retirement, shall receive at time of termination an additional contribution to the account equal to a percentage of the cash value of the accumulated ESL days at the time of termination; said percentage to be the same percent figure in effect for the Hospital's regular retirement contribution.
 - b. An employee participating in the Hospital Retirement Plan at time of termination shall have time accumulated in the employee's ESL account reported and applied as a retirement credit.

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 ratio 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.