

**PUBLIC NOTICE
CITY OF ALAMEDA HEALTH CARE DISTRICT
BOARD OF DIRECTORS**

Wednesday, June 23, 2010 – 7:30 a.m.

Location:
Alameda Hospital
(2 East Board Room)
2070 Clinton Avenue
Alameda, CA 94501

Office of the Clerk: (510) 814-4001

Special Meeting Agenda

Members of the public who wish to comment on agenda items will be given an opportunity before or during the consideration of each agenda item. Those wishing to comment must complete a speaker card indicating the agenda item that they wish to address and present to the District Clerk. This will ensure your opportunity to speak. Please make your comments clear and concise, limiting your remarks to no more than three (3) minutes.

- I. **Call to Order (7:30 a.m. – 2 East Board Room)** Robert Deutsch, MD

- II. **Roll Call** Kristen Thorson

- III. **Regular Agenda**
 - A. Chief Executive Officer's Report Deborah E. Stebbins
 - 1) Recommendation to Approve C.N.A (California Nurse's Association) - Memorandum of Understanding (Agreement) **ACTION ITEM** [TBD] Kerry Easthope

- IV. **General Public Comments**

- V. **Board Comments**

- VI. **Adjournment**

DATE: June 23, 2010

TO: City of Alameda Health Care District, Board of Directors

FROM: Kerry Easthope, Associate Administrator
Phyllis Weiss, Director of Human Resources

SUBJECT: Recommendation to Approve California Nurses Association (C.N.A.) -
Memorandum of Understanding (Agreement)

Recommendation:

Hospital Administration is hereby recommending that the City of Alameda Health Care District Board of Directors approve the renewal of the District's Memorandum of Understanding (MOU) with the California Nurses Association (C.N.A.). The term of the MOU is July 1, 2009 – June 30, 2012. The Tentative Agreements, which reflect the modifications to the existing MOU, were ratified by the C.N.A. members on June 22, 2010. A summary of the more significant issues / changes to the MOU are itemized in the "discussion" section below and a complete summary of the Tentative Agreements reached are attached.

Background:

District representatives have been in contract negotiations with the C.N.A. bargaining team since the contract ended on June 30, 2009. Members have been working under an extended contract since that time, while the terms and conditions of a new contract were finalized. Negotiation sessions were amicable and conducted in a professional manner. There were a number of difficult issues to work through as proposed by both parties during these negotiations, including the need to deal with the challenge presented by the expiration of the Kaiser contract. Management feels that C.N.A. representatives understood and took the District's concerns on this issue very seriously as reflected in the terms of this three year agreement.

Discussion:

A summary of the key issues and/or modified terms of this new MOU are as follows:

Term: Three years: July 1, 2009 through June 30, 2012

<u>Wages:</u>	<p>No wage increases during the term of the agreement</p> <p>Creation of a joint labor-management Recruitment and Retention Committee in the event wages become an issue for either recruitment or retention (CEO has final approval and it's exempt from grievance/arbitration process)</p> <p>Removed the cap on wages for hiring experienced RNs</p> <p>Clarified the differential to be paid when a shift crosses over from days/pm's and pm/nights</p> <p>Established a Charge Nurse role at the same wage rate as the existing SN IIIs with a delayed implementation</p>
<u>Hours of Work:</u>	<p>Agreed to use "best efforts" not to schedule lunch during the first or last two hours of the shift.</p> <p>Agreed to equitably distribute overtime to full and part time RNs</p> <p>Agreed to equitably distribute voluntary EA days</p>
<u>Sick Leave</u>	<p>Clarified existing language to provide protection from disciplinary action on absences protected under FMLA, etc.</p>
<u>Holidays:</u>	<p>Updated names for "Decoration Day" and "President's Day"</p>
<u>Health Plan:</u>	<p>Provided mostly preventative health upgrades to the plan in exchange for an increase to the out-of-pocket maximums. This gives RNs access to the FSA; however, they chose not to accept the Opt-Out option.</p>
<u>Education Leave:</u>	<p>Added Home Study</p>
<u>Change in Ops:</u>	<p>Clarified the Hospital's responsibility to the MOU in the event of a sale.</p>
<u>SN (Staff Nurse) III:</u>	<p>Moved this topic to a joint subcommittee to refresh the threshold requirements to become a SNIII.</p>

**TENTATIVE AGREEMENT
BETWEEN
THE ALAMEDA HEALTH CARE DISTRICT,
dba ALAMEDA HOSPITAL
AND
THE CALIFORNIA NURSE'S ASSOCIATION
JUNE 17, 2010**

The Alameda Health Care District, dba Alameda Hospital, and the California Nurse's Association, reached a Tentative Agreement for a new Memorandum of Understanding (MOU) which was proposed by the Bargaining Team on Wednesday, June 16, 2010, approved by C.N.A on Thursday, June 17, 2010, is scheduled for ratification vote by the bargaining team members on Tuesday, June 22, 2010 and finally, if ratified, is set to be reviewed for approval by the Board of Directors of The Alameda Health Care District on Wednesday, June 23, 2010.

The terms of this Tentative Agreement are as follows:

General Reference from "Casual" to "Per Diem":

Change the Term "Casual" to "Per Diem" everywhere the term "Casual" appears in the MOU. This change is for clarification purposes only and does not change any of the terms of the MOU under this classification.

Article 3. Association Security Preamble:

Add new subsection G.

G. Voluntary Political Education and Action Fund:

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

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

Article 4. Personnel Categories, Section A. Definitions:

Add new (4th) paragraph as follows:

"Per Diem Nurses who do not provide availability as required in this Article for two (2), six (6) week schedule cycles in a twelve (12) month period or Per Diem Nurses who do not work their scheduled shifts two (2) times within a ninety (90) day period will be removed from the payroll. This release will be reflected as a voluntary resignation (unavailable for work)."

Article 5. Compensation:

No wage increases during the term of the MOU.

Subsection B. Credit for Previous Experience:

Change 1. Tenure Credit to read as follows:

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

Balance of language remains unchanged.

Add new JLMC Committee:

“A Joint Labor and Management Committee (JLMC) may be convened by either party, but no more than bi-annually, to investigate recruitment and retention issues pertaining to nurse classifications represented by C.N.A. The JLMC shall consist of two members of the C.N.A. bargaining team appointed by C.N.A. and two representatives from Hospital Management. Findings shall be reported to the CEO of Alameda Hospital for a final and binding decision. The JLMC shall have no recourse to Section 35 - Adjustment and Arbitration.”

Add new language in subsection 2 to address shift differential for existing cross-over shifts as follows:

2. Cross-Over Shift Differential:

“For regularly assigned shifts that cross-over from the day shift to the pm shift, the pm shift differential will be paid on all hours worked between 3:30 pm and 11:00 pm.

For regularly assigned shifts that cross-over from the pm shift to the night shift, the night shift differential will be paid on all hours worked between 11:30 pm and 7:00 am.

This cross-over shift differential does not apply to Nurses worked either half of a double shift or a full double shift on either a regular pm or night shift.

If the Hospital institutes regular cross-over shifts that cross-over from the night shift to the day shift (start time between 11:00 pm and 4:00 am) the Hospital agrees to meet and confer with C.N.A. regarding any applicability of shift differential.”.

Renumber Weekend Differential to #3.

Charge Nurse Job Description (as attached) with delayed implementation. Wage rate will be set at five percent (5%) above the SN II wage rate (on par with SN III wage rate).

Article 7. Hours of Work:

Subsection B. 6. Mandatory Meeting Overtime Pay:

Add underlined language to the existing language in this subsection as follows:

“Mandatory Meeting OT Pay and Notification”

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

Article 7. Hours of Work: Subsection C. Rest Periods:

Add the following language to the existing language in this subsection as follows:

“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.

The Hospital shall have a nurse whose primary responsibility is lunch and break relief. When covering lunch and breaks the Hospital shall adhere to the nurse to patient ratios at all times.”

Subsection 9. Distribution of Overtime:

Add underlined language to the existing language in this subsection as follows:

9. Distribution of Overtime:

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

Article 8. Sick Leave:

1. **The Hospital will conduct training** for all Managers/Directors to advise they must confirm with HR first if there is a protected leave which would prevent counseling or disciplinary action from being administered.

2. Addition of 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.”

3. Change language in sub-section D. Proof of Disability or Illness to read as follows:

“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.”

Article 10. Holidays:

Change “Decoration Day” to “Memorial Day”.

Change “Washington’s Birthday” to “President’s Day”.

Article 11. Group Health, Dental and Prescription Drug Plans:

- Selected Group Health benefits improvements
 - Increase in Out of Pocket expense maximum
 - Access to the Hospital’s Flexible Spending Account
- All of the above will be effective the first of the month following thirty (30) days after ratification.*
- Update language to remove reference to old Blue Cross plan.
 - Clarify Wellness Program.
 - Delete requirement to provide evidence of “mutual support” to the definition of a Registered Domestic Partner.
 - Add new section regarding Notification of material changes.

Group Health benefit improvements: See attached grid.

Out of Pocket maximum increases: See attached grid.

J. Flexible Spending Account (new J. renumber remaining subsections)

“Full-time and Part-time Nurses are eligible to enroll in the Hospital’s current Flexible Spending Account (FSA) effective the first of the month following thirty (30) days after ratification.”

Update Language:

A. Scope:

“The Hospital will enroll all eligible regular full-time and eligible regular part-time Nurses and their eligible dependents covered by this Memorandum of Understanding (MOU) in its current HEALTH PLAN, DENTAL PLAN, PRESCRIPTION DRUG PLAN AND VISION CARE PLAN, at the Hospital’s expense. An outline of the current benefit structure is included as Appendix (tbd) on page (tbd) of this MOU.”

Clarify Wellness Program:

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

Deletion of requirement to provide evidence of “mutual support”:

Definition of Registered Domestic Partner:

Change language to read:

“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.”

(New) Section B. Notification of material changes

“The Hospital agrees to notify all benefit eligible Nurses of any material change(s) in the Health Plan that would have an affect 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.”

Renumber remaining Sections.

Delete Appendix C referencing previous changes in the Health Plan.

Article 15. Leave of Absence, Section F. Paid Education Leave, 1. Eligibility:

Add underlined language to existing language in this subsection as follows:

a. Scope

“A regular Nurse shall earn leave with pay to attend courses, institutes, workshops, classes or home study of an educational nature on the basis of five (5) days per year for full-time Nurses.”

Article 15. Leave of Absence, Section 7. e)

Add underlined language to existing language in this subsection as follows:

(e) “If the educational program has duration of less than four (4) hours and falls entirely outside of the Nurse’s shift, the Nurse shall not receive educational pay unless the program falls under Home Study.”

Article 15. Leave of Absence, Section 7, new g):

(g) “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.”

Article 20. Reduction in Staff

Section A. Cancellation and EA (Excused Absence Reduction).

Modify c to read as follows:

c. Volunteers who want to cancel their shift.

Note: “The Hospital will use its’ best efforts to rotate voluntary EA day cancellations amongst all Nurses (full-time, part-time and per diem).”

Article 40. Change in Operations:

Add the following language to the existing language in this Article:

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

Article 42. Term of Memorandum of Understanding:

Term of Agreement retroactive to July 1, 2009 through June 30, 2012.

Add new Side Letter on SN III:

“The Hospital will create a committee mostly comprised of SN III’s to provide input on the threshold requirements to become a SN III. Members of the PPC may participate in an advisory capacity only.”

**Alameda Hospital
Plan Changes for California Nurse's Association Employees**

Benefits	Services Provided by AH Medical Staff	Non-Alameda Hospital Providers	New Coverage eff. 8/1/10 (CNA)
Plan Year Deductible (Per Person)	N/A - covered services provided at 100%	In or out of network: \$100	In or out of network: \$200 (when deductibles currently apply)
Plan Year Deductible (Per Family)	N/A - covered services provided at 100%	In or out of network: \$200	In or out of network: \$500 (when deductibles currently apply)
Out-of-Pocket Maximum (Per Person)	N/A - covered services provided at 100%	\$500 in-network/\$1,500 out-of-network	\$1,000 in-network/\$2,000 out-of-network
Birth Control Pills (through Express Scripts)	Not Covered	Not Covered	Covered at 80% through Express Scripts
Pediatric Immunizations	Covered at 100% up to age 1 with a \$100 max/year	Covered at 100% up to age 1 with a \$100 max/year	Covered at 100% up to age 5 with a \$1,000 max/child
Screening Colonoscopy	Not Covered	Not Covered	Covered at 100% after age 50 (at Alameda Hospital only)
Screening Prostate Exam	Not Covered	Not Covered	Covered at 100% (at Alameda Hospital only)
Pap Smears (1 exam every 12 months)	Pap Smear only, covered at 100%	Pap Smear only, subject to deductible and coinsurance	Pap Smear with HPV test, subject to deductible and coinsurance
Immunizations (after age 5)	Not Covered	Not Covered	<i>Covered at 100% (at Alameda Hospital only)</i>
	"	"	Diphtheria (initial, then every 10 years)
	"	"	Herpes Zoster (shingles)
	"	"	HPV for females under age 26
	"	"	Measles
	"	"	Mumps
	"	"	Pertussis (whooping cough) initial; then every 10 years
	"	"	Pneumococcus
	"	"	Tetanus (lockjaw), initial; then every 10 years
FSA - Section 125 Health Care Account	N/A	N/A	EE's able to set aside up to \$2,500 (pre-tax) for eligible health care expenses
FSA - Section 125 Dependent Care Account	N/A	N/A	EE's able to set aside up to \$5,000 (pre-tax) for eligible dependent care expenses

Note: This table reflects those plan items that are new or have changed from the existing Health Benefits plan. No change to dental, vision or prescription coverage (except addition of Birth Control pills). There are no deductibles, co-pay or out of pocket maximums for covered services at Alameda Hospital or from Alameda Hospital Medical Staff Providers.

5/20/2010
CNA Charge RN
Description
Mary Bond
6/21/2010

Charge Nurse Description

Position Summary:

The charge nurse reports to the supervisor and is responsible for the coordination of patient care services for the respective clinical specialty, patient population, assigned unit and/or shift. As a patient advocate and a nurse advocate, the charge nurse promotes the optimal level of patient care. The charge nurse contributes to efficient cost-effective service delivery through the coordination of the activities of the unit team members, other health team and ancillary department personnel. The charge nurse independently and proactively identifies the unit's needs and initiates the appropriate interventions. This position directs the activity of licensed and non-licensed nursing personnel, participates with orientation, education and performance review of staff. The charge nurse participates in the development and implementation of unit and department goals, works closely with medical staff leadership and performs all aspects of patient care.

The charge nurse uses organizational, clinical, communication and problem-solving skills to assist in managing the patient work flow on a daily basis. This position serves as a role model and clinical expert for the delivery of an advanced level of professional nursing care and provides leadership in developing and maintaining optimal patient care standards in the clinical setting.

- Provides a high level of professional nurse functioning by assisting and mentoring nurses in their interactions with medical staff, families, patients and other departments.
- Does not have direct patient assignment. May relieve up to nurses for meal breaks.
- Contributes to improved patient care service and systems through involvement with leaders Provides a high level of professional nurse functioning by assisting and mentoring nurses in their interactions with medical staff, families, patients and other departments. Makes assignments for individual staff members, based on competence, that promote optimal patient care and continual learning.
- Works with patient care manager to implement orientation and education plans that develop staff to function at independent and competent levels.
- Provides patient care as outlined in the staff nurse job descriptions.
- Coordinates patient care with other units, health team members and disciplines.
- Intervenes in problematic patient and family issues, attempts to resolve immediately, and reports them to the attention of the supervisor.
- Expected to maintain advanced level of practice and act as a clinical resource to staff.
- Promotes and assists staff in adhering to hospital and patient care policies, procedures, practices, standards, mission and values.
- Works with team members and preceptors to identify and meet the needs of orientees and rotating staff.
- Assists with coordination of in-services, team meetings, patient care conferences and projects as needed or directed.

- Provides input into performance reviews of all staff for that shift.
- Ensures the availability of resources needed for patient care activities.
- Works with unit staff to ensure documentation is complete, appropriate, and accurate.
- Provides input for capital equipment purchases and unit budgets.