

SEIU/AHS Settlement

General Unit, RN Unit and San Leandro Units

March 17, 2021 9:00 a.m.

The below provisions will settle all outstanding issues for all three bargaining units:

Term – 4/1/2020 – 5/31/2024

Wages - GU and RN and SLH

Retro-active wage increase from the pay period beginning July 11, 2020: 3% across-the-board increase. To qualify for the retro payment an employee must be employed in the bargaining unit on the date the payment is made. Payment to be made within 60 days of ratification.

Effective pay period 10 (4/18/2021 through 5/1/2021): 3% across-the-board increase

Effective the second full pay period of April 2022: 3% across-the-board increase

Effective the second full pay period of April 2023: 3% across-the-board increase

Open Range to Steps- Effective pay period (4/18/2021 through 5/1/2021) AHS proposal of 3/4/21 except separate meet and confer over Employee Health RN.

Final RN matrices as attached. Add also to GU.

SLH: AHS PTO/Holiday proposal to make the conversion of accrual rates effective the first pay period of 2022 (12/12/2021) And... Employees who, as a result of this change, will accrue less PTO than their current accrual at the time of conversion will be provided a one-time one (1) additional day of PTO.

SLH: Article 10 Hours of Work... Maintain status quo on pm and night shift differentials, add “greater than” for weekend differential for current 8-hour employees, and 5% for new hires.

Unless otherwise stated effective dates for revised language provisions will become operative 60 days after the union’s ratification of the MOU.

In addition to all TAs previously agreed to by the parties, subject to proof-reading and confirmation.

Tentative Agreements:

GU:

- Article 1—Recognition
- Article 2—No Discrimination
- Article 3—Union Security
- Article 5—Patient Care Committee
- Article 7—Hours of Work
- Article 9—Leaves of Absence
- Article 10—Holidays
- Article 11—PTO & ESL
- Article 12—Bereavement Leave

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Article 13—Jury Duty
Article 14—Educational Leave
Article 15—Pay Practices except ATBs
Article 16—Overtime
Article 18—Disability Insurance Benefits
Article 22—Retirement Plan
Article 23—Categories of Employees
Article 24—SANs & Float Pools
Article 27—Job Vacancies
Article 28—Displacement & Employment Security
Article 30—PIP
Article 31—Disciplinary Action
Article 32—Grievance & Arbitration
Article 35—Social Service Caseloads
Appendix D—12 hour shifts
Appendix G—Special Pay Provisions
Appendix H—Expedited Arbitrations
Side Letter #3—ACERA Reopener
Side Letter #5—Union Offices
New—Workers Comp
New—Payroll Errors

RN/APP:

Article 1—Recognition
Article 2—No Discrimination
Article 3—Union Security
Article 5—Quality Patient Care
Article 6—Hours of Work
Article 7—Holidays
Article 8—PTO
Article 9—ESL
Article 10—Other Leave Provisions
Article 11—Workers Comp Leave
Article 12—Education Leaves
Article 13—Pay Practices except ATBs
Article 14—Overtime
Article 16—SANs
Article 18—Other Benefits & Retirement
Article 19—Personnel Actins
Article 20—Job Vacancies
Article 21—Seniority, Probation & RIF
Article 23—Discipline without Punishment, Grievances
Article 26—Patient Care Committees

San Leandro Hospital:

Article 1—Recognition
Article 2—No Discrimination
Article 3—Union Security

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Article 5—Employment Categories
Article 8—Jury Duty
Article 9—FMLA
Article 12—Continuing Education
Article 12 (2) – Health Benefits
Article 16—Pension
Article 17—Seniority & layoff
Article 19—Vacancy Posting
Article 21—Discipline without Punishment
Article 22—Grievance & Arbitration
Article 26—Savings & Severability
New—Safety
New—Union Office
New—Payroll Errors
New—Modified Duty

NC 5/1/21

Side Letter of Understanding
Effective Date of 2020 – 2024 MOU Provisions

The modifications in the 2020 – 2024 Memorandum of Agreement shall be effective no later than sixty (60) days from the Union's ratification unless otherwise specified.

For SEIU:

For AHS:



Date: 5/1/21

Date: _____

**SEIU Local 1021 & AHS
GU Tentative Agreement
October 27, 2020**

ARTICLE 1. RECOGNITION

1. AHS recognizes SEIU Local 1021 as the exclusive bargaining representative for the full-time, part-time, and services-as-needed classifications listed in Appendix A and any other classification which may be established substantially within the scope of the duties now included within the above referenced classifications.
2. **New Classifications:** When AHS creates a new classification substantially within the scope of the duties now included within the bargaining unit, or a new unrepresented classification or title other than those at the director, manager, or supervisor level, AHS will notify the Union of the bargaining unit assignment, if any, of such classification. Notice will be provided via email to the SEIU Local 1021 Area Director and the Chapter President. The Union shall have 30 (thirty) calendar days after transmittal of such notice to consent to AHS'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. SEIU shall submit in writing the contact information of the SEIU Local 1021 Area Director and Chapter President and provide written updates regarding changes as they occur to Labor Relations.
3. If the Union contests the bargaining unit assignment of the newly created classification/title within the 30 (thirty) calendar day notice period, AHS and SEIU 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 of the title/classification, the dispute shall be submitted to PERB for resolution.
4. If the Union 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.

**SEIU Local 1021 & AHS
GU Tentative Agreement
October 27, 2020**

ARTICLE 3. UNION SECURITY, BULLETIN BOARDS, AND ACCESS

Section 3.1. Union Security

13. **New Employee Notice of Recognized Union.** AHS shall give a written notice to persons newly employed in representation unit classifications which contains the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employees' unit and classification. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classifications of the units for which this Article is applicable.
14. **Data to Union:** On a weekly basis, AHS will provide the Union with an electronic list of bargaining unit employees': Full Name, Employee ID, Bargaining Unit, Job Title, Status, Department, Work Location, Work Email Address, Home Address, Personal Email if AHS maintains such information, Home/Cell Phone Number, Date of Hire, Seniority Date, FTE, Rate of Pay, and Pay Step.
15. **Payroll Deduction of Union Dues**
- SEIU shall certify to AHS in writing the dues and required for Union membership. Any changes in the dues rate amounts to be deducted for union dues shall be certified to AHS, in writing, at least thirty (30) calendar days prior to the effective date of such change.
- Employee requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than AHS. AHS shall rely on the Union's representations regarding deductions that are submitted by a representative of the Union.
- Deductions for dues, COPE, or other Union-sponsored programs shall start the pay period after AHS receives notification from the Union of the authorization to make such deductions.
- AHS shall transmit such payments to the Union through electronic funds transfer no later than 30 (thirty) days after the deduction from the employee's earnings occurs.
16. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the membership dues to be deducted and remitted. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In

this connection, all other legal and required deductions (including health care deductions) have priority over union dues.

17. **C.O.P.E.** Consistent with this Article, AHS will honor assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, when such assignments are submitted by the Union to AHS. AHS will remit such contribution to the Union. It is understood by all parties that such contribution will be on an individual and voluntary basis.
18. **Payroll Deductions and Payover.** AHS shall deduct Union dues or service fees and premiums for approved insurance programs from an employee's pay in conformity with State regulations. AHS shall promptly pay over to the designated payee all sums so deducted.
19. **Hold Harmless.** The Union shall indemnify and hold AHS, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the deduction of Union dues and/or C.O.P.E. provisions herein. In no event shall AHS be required to pay from its own funds, Union dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

Section 3.2. **Union Bulletin Board, Meetings and Access to Employees**

20. **Bulletin Boards.** Reasonable space shall be allowed on bulletin boards as specified by Department Heads for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not on walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature. Where a Department policy permits an employee to post materials in his/her workplace for personal convenience, union materials shall be treated on the same basis as other materials so posted.
21. **Use of AHS Facilities.** AHS facilities may be made available upon timely application for use by off-duty employees and the Union. Application for such use shall be made to the management person under whose control the facility is placed.
22. **Job Contacts.** Any authorized representative of the Union shall have the right to contact individual employees working within the representation unit represented by his/her organization in AHS facilities during business hours on matters within the scope of representation, provided prior arrangements have been made for each such contact with the Department Head. The Department Head shall grant permission for such contact, if, in his/her judgment, it will not disrupt the business of the work unit involved. When contact on the work location is precluded by confidentiality of records or of work situation, health and safety of employees or the public, or by disturbance to others, the Department Head shall make other arrangements for a contact location removed from the work area during the same workday or the following workday.

23. **Meetings.** Meetings of a representative of a recognized employee organization and a group of employees shall not be permitted during working hours, except as provided herein or in Article 32, Grievance Procedure. The Department Head may, upon timely application, allow meetings of a representative and/or a steward of a recognized employee organization and a group of employees during the lunch period in AHS facilities. If conducting group orientation sessions for new employees, the Department Head shall permit a union representative or a steward to meet with said new employees for a period not to exceed 30 minutes. A steward who attends an orientation session shall be permitted release time for this purpose. Such time is deducted from the release time permitted to Shop Stewards in Article 4, Shop Stewards. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal employee organization business.
24. **Departmental Meetings.** Unless otherwise agreed, representatives or employees of employee organizations shall not be permitted to attend meetings or conferences called by departmental personnel to attend to matters arising out of the normal course of departmental activities.
25. As used herein, departmental meetings shall not include meetings between management and affected employees on matters mutually acknowledged to be submitted under Article 32, Grievance Procedure.
26. **Personnel Manual.** AHS agrees that if a personnel manual is developed, it shall provide at no charge to each SEIU local union, one copy of the personnel manual and any updates.

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5/1/21

Tentative Agreement
SEIU Local 1021—General Unit &
Alameda Health Systems
March 2, 2020

ARTICLE 2. NO DISCRIMINATION

10. Discrimination Prohibited. Alameda Health System 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 child birth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, physical or mental disability, medical condition (including 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 AHS policies. ~~ASH~~ ~~ASH~~ AHS (AB) NK

11. No Discrimination On Account of Union Activity. Consistent with the law, neither AHS nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Union activity.

12. Whistleblowing/Retaliation. AHS will comply with all applicable federal, state and local legislation that protects employees who disclose information concerning their employment or any aspect of the workplace.

Tentative Agreement
SEIU Local 1021—General Unit &
Alameda Health Systems
March 2, 2020

ARTICLE 2. NO DISCRIMINATION (page 2)

13. **Union Representation in Cases of Workplace Harassment.** An employee who reports that they are being harassed in the workplace may choose to have a shop steward or union representative in the meeting with management wherein management is investigating the claims being made.

For SEIU Local 1021

For Alameda Health System

[Signature] 03/02/20

Shelley Carter 3/2/2020

Patricia M. Neal 3/2/2020

[Signature] 3/2/2020

[Signature] 3/2/2020

Esther 3/2/2020

Stacy Lee 3/2/2020

[Signature] 3/2/2020 3:20 PM

Julie Bloom 3/2/20

Sharon Lytle 3/2/20

Sasha McLaughlin 3/2/20

Amanda Bell 3/2/20

[Signature] 3/2/20

[Signature] 3/2/20

Tentative Agreement
Athena Buencoreg
7-22-2020

Tentative Agreement
Alameda Health System & SEIU Local 1021—General Unit
July 22, 2020

ARTICLE 5. PATIENT CARE COMMITTEE

48. The Union and AHS agree to set up Patient Care Committees to improve patient care as well as communications and understanding between the parties. The scope of discussion includes but is not limited to:

- Safety
- Patient Flow
- Standards of Practice- behavior
- Staffing and skill mix
- Acuity
- Education
- Scheduling issues

49. **Departmental Patient Care Committees.** The following areas will have one Departmental Patient Care Committee each:

i The following are joint RN Unit and General Chapter Committees:

- a. SNF
- b. Inpatient Rehab
- b. JGPH
- c. Maternal Child Health
- d. Med Surg & Telemetry
- e. ED and Trauma
- f. ICU, SDU
- g. OR, PACU, same day surgery/GI
- h. Cath Lab/short stay
- i. Ambulatory Care
 - i) Highland Clinics
 - ii) Eastmont
 - iii) Hayward
 - iv) Newark
 - v) Outpatient Psych

ii The following are General Chapter Committees only:

- a. Respiratory Care Services
- b. EVS
- c. Radiology
- d. Patient Billing/Accounting/Patient Access
- e. Medical Social Services/Care Management/Psychiatric Social Work
- f. Food and Nutrition
- g. Clinical Lab
- h. Physical Therapy/Occupational Therapy/Speech Pathology/Audiology
- i. Central Supply

- j. HIM
- k. Pharmacy

iii The parties can agree to additional committees depending on need.


50. **Center-wide Patient Care Committee.** A center-wide Patient Care Committee will consist of one representative (either from the RN Unit or the General Unit) from each of the committees listed above in paragraph 49.

51. **Frequency of Meetings.** It is the joint responsibility of both labor and management to schedule meetings. Departmental Patient Care Committees will meet once a month and the Center-wide Committee will meet quarterly. The parties may agree on other schedules for meetings.

52. **Agendas.** Each side will present the other with agenda items at least one week prior to the meeting; items that are not discussed will be carried over to the next meeting. It is expected that departmental representatives will report to the center-wide committee on departmental committee activities and discussions; they will also report back on the Center-wide discussions and activities at the departmental committee meetings.

53. AHS agrees assigning SEIU two seats on the Environment of Care Committee for members of the union's choice.

For SEIU Local 1021:


7/28/2020

For Alameda Health System:

 7-22-2020

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Alameda Health System
March 11, 2021

**ARTICLE 7. HOURS OF WORK, SHIFTS, SCHEDULES, AND
REST PERIODS**

57. **Work Schedule and Change of Shift.** AHS shall prepare a schedule showing the hours each bargaining unit employee is to work. A preliminary master schedule for each unit shall be posted in the unit a minimum of four weeks in advance, and available for review by all unit employees. Except under unforeseeable circumstances, AHS shall make every reasonable effort to assure that no employee shall have more than one change of shift in any workweek and that the employee shall be off duty no less than twelve (12) hours prior to working the new shift. Except in cases of emergency, employees at AHS shall be given fourteen (14) calendar days' notice of any change in shift schedule, program or service.
58. When any involuntary change in shift schedule is operationally required, AHS shall select the employee with the least seniority in the same work location, classification, and department, providing the employee possesses the skills and abilities to perform the work.
59. Except in cases of emergency or unforeseeable circumstances, employees who are reassigned to a different work location shall be given ten (10) calendar days' notice of any change in work location.
60. When any involuntary change in work location is operationally required, AHS shall select the employee with the least seniority in the same shift, classification, and department who is scheduled to work, providing the employee possesses the skills and abilities to perform the work.
61. **Workday and Workweek.** For full-time employees, the normal workday shall be eight (8) hours.
62. **Flexible Schedules.** AHS may continue current flexible workweek schedules and may agree to future requests from an individual or work group based on requests of employee(s) and operational needs. Elimination of a flexible work week shall not be subject to the grievance procedure. If the employer wishes to terminate an existing practice of flexible hours for more than one employee in a scheduling unit or group or implement a new flexible scheduling program, the Union will be notified. AHS will meet and confer upon request of the Union.
63. **Alternate Shift Assignments.** At the request of either party (AHS and SEIU), meetings can be scheduled to discuss alternate shift schedules. Any alternative schedule will require mutual agreement.
64. For each full-time employee, the normal workweek shall be forty (40) hours, except as otherwise provided in this agreement. Alternate ("flexible") work schedules (such

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as 4 10's or 9/80 schedules) may be established for individual employees, units, or departments through the meet and confer process.

65. For each part-time employee, the workday and/or workweek will be a proration of time scheduled to work to the normal workweek base of forty (40) hours.
66. For services-as-needed employees, the workweek is scheduled on an as needed basis with the workweek base being forty (40) hours.
67. **Hours of Work Defined.** For all non-supervisory employees, hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in AHS's work place, or in some other place where the employee is carrying out the duties of AHS.
68. **Weekends Off**

The Hospital shall reasonably attempt to grant every other weekend off to employees who work in areas that require staffing seven (7) days a week. This provision does not apply to employees who work weekends only.
69. **Rest Periods.** No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any right to overtime be accrued for rest periods not taken. There is no obligation upon AHS to provide facilities for refreshments during the rest period, or for procurement thereof.
70. Each employee shall be granted a paid rest period of fifteen (15) minutes during each work period of more than three (3) hours duration; provided, however, that rest periods are not to be scheduled during the first or last hour of such period of work nor are they to be taken in conjunction with lunch breaks.
71. **Meal Period.** Each employee shall be granted an unpaid uninterrupted meal period for each shift of more than six (6) consecutive hours duration; provided, however, that meal period will take place before the end of the fifth hour of work. Whenever AHS permits an employee to perform work, including directing an employee to carry a pager or phone during their meal break and be available to work upon being contacted, the meal break period shall be paid as time worked and deemed time worked for the purpose of computing overtime.
72. **Employer Initiated Changes in Hours of Work.** Pursuant to Government Code Section 3500, the employer has the obligation to meet and confer with the Union regarding proposed changes to hours of work.

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73. **Voluntary Reduction of Work Period.** Upon mutual agreement of a full-time permanent employee covered by this Memorandum of Understanding and the Executive-in-Charge of the affected department such employee may elect to reduce work hours with an equal reduction in pay and paid benefits for periods of up to thirteen (13) pay periods as follows:
74. An employee and the Executive-in-Charge of the affected department may agree that the employee shall work a part-time work schedule of 90%, 80%, 70%, 60%, or 50% in any biweekly pay period with a corresponding reduction in pay and paid benefits as set forth in paragraph 76.
75. Employees working an approved reduced work schedule shall revert to full-time work status at the end of the agreed to period or, if the employee transfers, promotes, demotes, terminates or in any other way changes his/her status with AHS he/she shall be removed from the reduced work schedule.
76. With ten (10) calendar days' advance notice, the Executive-in-Charge of the affected department may unilaterally terminate an approved reduced work schedule in the event of an unanticipated staffing or fiscal emergency. The determination to terminate the approved reduction shall be final and non-grievable.
77. Employees opting to reduce hours under this section, shall be deemed full-time employees for all purposes of this Memorandum provided that such employees shall be entitled to paid leave accruals and health and dental plan contributions on the same basis as part-time employees represented herein during such periods.
78. Employees who reduce working hours under this section will remain on the payroll with full-time employee status and the hours not worked as the result of the reduction shall be coded as leave without pay.
79. **Voluntary Time Off.** An employee may request voluntary time off ("VTO"). VTO must be approved in advance and the granting of such VTO shall be within the sole discretion of AHS and its denial shall not be subject to the Grievance Procedure in Article 32. VTO shall not be granted if:
- A. It is intended to be a substitute for sick leave;
 - B. The employee works elsewhere during the VTO;
 - C. The employee is within the probation period.
80. **Distribution of Additional Hours and/or Shifts.** Each department that finds it necessary to back fill positions shall maintain a seniority list for part-time employees, a seniority list for services-as-needed employees, and a seniority list for fulltime employees for the purpose of distributing additional hours as provided herein.

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March 11, 2021

81. Additional hours, whether full or partial shifts, shall be offered by seniority, to the extent operationally possible, in the following order:
 - A. Regular part-time employees
 - B. Services-as-Needed (SAN) employees
 - C. Full-time employees in accordance with Article 16.
82. Such available additional hours shall only be offered up to a maximum of forty (40) hours per employee per week.
83. All available additional hours shall be offered to AHS employees as provided herein prior to the utilization of registry or temporary agency employees provided that AHS is not contractually obligated to pay such registry or temporary agency employees for previously scheduled work.
84. **Twelve Hour Schedules for Nursing Department.** Utilization of twelve (12) hour shifts for eligible employees in the nursing department shall be at the discretion of the department head or designee.
85. The twelve (12) hour position will be filled according to seniority in the unit and will be strictly voluntary, creating an integrated eight (8) and twelve (12) hour schedule.
86. Employees participating in the twelve (12) hour shift program will commit themselves to working a twelve (12) hour shift on a continuing basis. If the employee chooses to cease working a twelve (12) hour shift, he/she must provide written notice to the manager. The manager will make a reasonable effort to find a replacement to convert the employee back to an eight (8) hour schedule.
87. Full-time participating staff will work three (3) twelve (12) hour shifts (36 hours) in a work week and be compensated for 36 hours per week and be granted benefits equivalent to that of an employee working full-time (40 hours) in a work week. PTO ~~vacation~~, educational leave, holiday and extended sick leave accruals will be equivalent to those for full-time employees.
88. Part-time participating staff will work two (2) twelve (12) hour shifts (24 hours) in a workweek and be compensated with pay and benefits equivalent to that of an employee working twenty-four (24) hours in a workweek.
89. Shift differentials will be calculated when actual hours are worked using the following table:

7:00 a.m. — 3:00 p.m. (day)
3:00 p.m. — 11:00 p.m. (pm)
11:00 p.m. — 7:00 a.m. (night)

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The shift differential rates shall be the applicable rates in Section 15.3.

90. Participating staff will receive three (3) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal break.
91. Full time staff working on a recognized holiday will receive one and one-half ($1\frac{1}{2}$) times the straight time of the hourly rate for each hour worked. Additionally, they will receive twelve (12) hours banked holiday in lieu time, or by mutual agreement of the employee and the department head or designee may be compensated in cash pursuant to Article 10. If the employee is observing the holiday as part of his/her seventy-two (72) hours, the value of the holiday will be twelve (12) hours. If an employee is not scheduled to work a holiday as part of his/her thirty-six (36) hours, the value of the holiday will be twelve (12) hours. If they are on paid status less than seventy-two (72) hours, the value of the holiday will be prorated.
92. Part-time participating staff will receive holidays prorated according to their regular schedule.
93. Participating staff taking a day off in lieu of an actual holiday or a PTO day will be paid for twelve (12) hours from the accrued holiday or PTO time. Floating holidays are defined as having the value of eight (8) hours for full time employees, therefore, employees would need to make up the difference with accrued PTO.
94. Part-time participating staff will receive holidays prorated according to their regular schedule.
95. In the event that AHS intends to terminate a twelve (12) hour shift arrangement it shall give at least forty-five (45) days written notice to the Union and to affected employees and, upon written request, shall meet and confer regarding such a termination.
96. **Ten Hour Schedules.** Utilization of ten (10) hour shifts for eligible employees shall be at the discretion of the CNE/Department Manager or Designee. Represented members working a ten-hour shift schedule will remain in that schedule subject to the provisions below:
 - A. **General Provisions.** The ten (10) hour position will be filled according to seniority in the unit and will be strictly voluntary, creating an integrated eight (8) and ten (10) hour schedule.

Employees participating in the ten (10) hour shift program will commit themselves to working four (4) ten (10) hour shifts on a continuing basis. If the employee chooses to cease working a ten (10) hour shift, he/she must provide written notice to the manager. The manager will make a reasonable effort to accommodate the employee and return the employee to an eight (8)

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hour schedule. In the event the Manager is unable to return the employee to an eight (8) hour shift, the employee may request a transfer to a vacant position pursuant to Article 27.

B. Holidays for Ten Hour Shifts.


Full time staff working on a recognized holiday will receive one and one-half (1 1/2) times the straight time of the hourly rate for each hour worked. Additionally, they will receive ten (10) hours banked holiday in lieu time, or by mutual agreement of the employee and the CNE/Department Manager or Designee may be compensated in cash pursuant to Article 10. If the employee is observing the holiday as part of his/her four (4) ten (10) hour shifts, the value of the holiday will be ten (10) hours. If an employee is not scheduled to work a holiday as part of his/her four (4) ten (10) hour shifts, the value of the holiday will be ten (10) hours. If they are on paid status less than eighty (80) hours, the value of the holiday will be prorated.


Participating staff taking a day off in lieu of an actual holiday or a PTO day will be paid for ten (10) hours from the accrued holiday or PTO time. Floating holidays are defined as having the value of eight (8) hours for full time employees; therefore, employees would need to make up the difference with accrued PTO.

Part-time participating staff will receive holidays prorated according to their regular schedule.

C. Termination of 10 Hour Shifts. In the event that AHS intends to terminate a ten (10) hour shift arrangement it shall give at least forty-five (45) days written notice to the Union and to affected employees and, upon written request, shall meet and confer regarding such a termination.

For AHS:





FOR SEIU:



5/11/21

**Tentative Agreement
SEIU Local 1021 – General Unit &
Alameda Health System
January 27, 2020**

ARTICLE 9. LEAVES OF ABSENCE

Leaves of absence shall be provided as described within this article and AHS policy, unless Federal, State, or local law provides a greater benefit, in which case AHS will provide the greater benefit.

98. **Duration.** A leave of absence may be granted by a Department Manager for a period of time substantiated by the employee's request. The leave should not exceed twelve (12) months within eighteen (18) months of the commencement of the first leave. The duration of a leave of absence will be extended if necessary to accommodate a disability.
99. **No Leave To Accept Outside Employment.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of AHS, except as hereinafter provided.
100. **Military Leave.** Every employee shall be entitled to military leaves of absence as specified by law. The employee must present to his supervisor a copy of his/her military orders that specify the dates and duration of such leave.
101. If such employee has been continuously employed by AHS for at least one (1) year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:
102. Paid military leave that may be granted during a fiscal year is limited to an aggregate of thirty (30) calendar days during ordered military leave, including weekend days and travel time.
103. Effective the ratification of the Agreement, if any single period of military leave exceeds one month, the employee will be entitled to receive paid military leave for the shifts he or she would have normally been scheduled up to a maximum of 30 shifts for the fiscal year. If the military leave exceeds 3 months, the employee may subsidize his or her military pay by using accrued holiday in lieu pay ESL or PTO.
104. During the period specified in Paragraph 99 above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
105. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.

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106. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.
107. Consistent with the law, an employee's seniority shall continue to accrue during periods spent on military leave.
108. **Leave For Assignment To Special Project.** An AHS employee who is assigned to a special project, including temporary appointments to another governmental agency or institution, may be granted a leave of absence without pay by the Department Head for the duration of said employee's assignment to the special project.
109. **Disability Leave For Other Employment.** Anything in this Memorandum of Understanding to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties for AHS but who is nevertheless capable of performing other work or duties for an employer other than AHS may, within the discretion of the Department Head, be granted a leave of absence without pay during such disability to accept such employment.
110. **Personal Disability Leave.** After six months from date of employment, an employee shall be entitled to leaves of absence without pay for not more than two (2) periods aggregating to no more than ninety (90) calendar days within a twelve (12) month period upon presentation of acceptable proof of his/her personal disability. Before such leave, the employee must have used all accrued vacation, paid sick leave or compensatory time, unless the employee is receiving accrued vacation, paid sick leave or compensatory time as a supplement to disability insurance benefits under Section 18.2 of this Memorandum, in which event, the employee shall be entitled to personal disability leave. But the employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two (2) times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employee and the Department Head.
111. The Department Head may require acceptable proof of the employee's ability to return to work provided that the Department Head shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Department Head shall immediately notify the employee in writing of existing deficiencies in the submitted proof.

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112. **Maternity Leave.** Pregnant employees shall furnish their Department Heads, no later than the fourth (4th) month of pregnancy, a statement of the attending physician that indicates the estimated date of delivery. A pregnant employee is entitled to a maternity leave of up to six (6) months, the dates of which are to be mutually agreed by the employee and Department Head, provided that the employee is required to take maternity leave two (2) weeks prior to the estimated date of delivery and continuing for two (2) weeks following the actual delivery, unless the employee's physician submits written approval, satisfactory to the Department Head, for the employee to work during such period. Such an employee may elect to take accrued vacation or compensatory time or sick leave during the period of maternity leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the maternity leave. The employee shall be entitled to PTO and extended sick leave with pay accumulated pursuant to Article 11 of this Memorandum of Understanding.
113. **Paternity And Adoptive Leave.** A prospective father or adoptive parent is entitled to paternity or adoptive leave of up to six (6) consecutive months, the dates of which are to be mutually agreed by the employee and the Department Head. Such an employee may elect to take accrued vacation or compensating time off during the period of paternity/adoptive leave except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for paternity/adoptive leave. The use of extended sick leave during paternity/adoptive leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in Article 11, Paragraph 162.
114. **Leave For Participating In Examination Process.** Upon forty-eight (48) hours advance notice by the employee to his/her supervisor, an employee shall be granted time off while participating in an Alameda County examination which is scheduled during the employee's working hours, including sufficient time to permit the employee to travel between the work place and the testing site. At their election, employees may use accrued time (vacation, float holidays) or unpaid time. Examinations for jurisdictions other than the County of Alameda are exempted from this provision.
115. **Leave For Participating In The Selection Or Transfer Process.** Upon twenty-four (24) hours advance notice by the employee to his/her supervisor, an employee who wishes to participate in an interview as part of an interdepartmental transfer within AHS shall be granted paid leave while

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participating in the interview scheduled during the employee's work hours, including sufficient time to travel between the workplace and the interview site. This provision shall apply until January 10, 2002 to employees who were employed by the County of Alameda on January 9, 1999, who have reinstatement rights with the County, and who are interviewing for a County position pursuant to such rights.

116. **Leave For Employment With The Union.** Upon written certification from the Union and the agreement of the Department Head, three (3) employees at any one time, provided there is no more than one (1) employee from any one (1) classification or scheduling unit at any one time, who are subject to this Memorandum of Understanding shall be granted a leave of absence without pay for a period of up to six (6) months in a twelve (12) month period to work for Local 1021. At the end of such leave the employee shall be returned to his/her same classification and Department.
117. **Return To Duty.** Except as otherwise required by law, an employee who returns to duty in compliance with an authorized leave of absence not exceeding ninety (90) days shall be returned to the position he/she occupied at the time he/she went out on the leave, provided the position still exists. If the employee returns beyond the ninety (90) day period, AHS shall make its best effort to return the employee to the same geographical location, shift and, where there is a specialization within a classification, to the same specialization. Questions as to whether or not AIIS has used best efforts shall not be grievable.

For AHS:

For SEIU:

 5/1/21

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ARTICLE 10. HOLIDAYS

118. **Holidays Defined.** Paid Holidays shall be:

January 1 - New Year's Day

Third Monday in January - Dr. Martin Luther King, Jr. Birthday

Third Monday in February — Presidents' Day

Last Monday in May - Memorial Day

July 4 -Independence Day

First Monday in September - Labor Day

November 11 - Veterans' Day

Fourth Thursday in November — Thanksgiving Day

After Thanksgiving

December 25 — Christmas

119. All other days appointed by the President of the United States or the Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by the Board of Trustees.

120. Two (2) floating holidays are to be scheduled by mutual agreement of the employee and his/her Department Head and taken within the fiscal year. When a written request for a floating holiday is submitted, the Department Head shall respond in writing within fourteen (14) calendar days or shall schedule the floating holidays as requested by the employee. Employees hired on or after April 1 of any fiscal year are not eligible to receive the floating holidays in that fiscal year. Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work.

121. **Services as Needed (SANs):** Services-as-Needed employees are not entitled to holidays or floating holidays. However, Services-as-Needed employees shall be compensated only for hours worked on holidays as defined in this section at one and one-half (1.5) times the normal hourly rate plus applicable differentials.

122. **“Holiday Shift” Defined** - When an assigned shift overlaps two (2) calendar days, a “holiday shift” occurs when the majority of work, excluding overtime, is performed or scheduled on the holiday.
123. **Value of A Holiday.** The value of a holiday which falls during a pay period is 1/10th of an employee’s time spent in paid status during such pay period, excluding overtime. The maximum value of a holiday is eight (8) hours for a classification normally scheduled to work eighty (80) hours per pay period and eight (8) hours per days. The maximum value for an employee scheduled to work ten (10) hours a day is ten (10) hours pursuant to paragraph 86 and the maximum value of a holiday for an employee scheduled to work twelve (12) hours a day is twelve (12) hours pursuant to Paragraph 82.
124. **Holidays to Be Observed On Work Days.** In the event that January, July 4th; November 11th, known as “Veterans Day”; or December 25th shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by the Board of Trustees, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.
125. Notwithstanding the observance of holidays specified in Paragraph 124 herein, and including the provisions of this section, when December 25th, January 1st or July 4th occur in the calendar year on a Saturday or Sunday and a weekend worker is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25th, the New Year’s holiday on January 1st and July 4th on the actual day.
126. **Holiday Compensation.** For Full-Time Employees:
- A. Holidays not worked by full-time employees shall be compensated at straight time.
 - B. Full time employees working on a recognized holiday will receive one and one half (1-1/2) times the straight-time hourly rate for any time worked plus applicable differentials.
127. **For Part-time Employees**
- A. For part-time employees, the compensation for holidays not worked shall be at straight time, prorated each pay period in which a holiday occurs, based upon a proration of the hours which would have been worked within the pay period, but for the holiday, to the normal full-time period for the job classification.
 - B. Such an employee may, in writing, with a minimum of seven (7) calendar days' notice to his/her Department Head elect to use accrued vacation

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and/or compensatory time off to replace a decrease experienced in the employee's regular biweekly salary due to a prorated holiday.

- C. Part-time employees working on a recognized holiday will receive one and one-half (1-1/2) times the straight time of the hourly rate for each hour worked plus applicable differentials.

128. **For Services-As-Needed Employees**

Services-as-needed employees shall be compensated only for hours worked on holidays as defined in this section at one and one-half (1 1/2) times the normal hourly rate.

129. **In-Lieu Day Off**

- A. When a holiday as set forth in this Article hereof, other than a day proclaimed by the President of the United States or the Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by the Board of Trustees, falls on an employee's regularly scheduled day off, such employee may be given an in-lieu day off (a less than full-time employee will receive a prorated in-lieu day off) within twenty-six (26) pay periods to be scheduled by mutual agreement of the employee and the Department, or the Department Head may compensate the employee in straight time including applicable differentials. Should an in-lieu day off not be taken within twenty-six (26) pay periods, the employee shall be compensated in straight time including applicable differentials.

- B. When AHS determines that it will be necessary to fill a position on a holiday, the incumbent employee shall be offered such work before it is offered to another employee, provided that the holiday occurs on the incumbent employee's regular workday. If the employee chooses to work the holiday, he/she shall receive an in-lieu day off in conjunction with his/her regularly scheduled day(s) off within twenty-six (26) pay periods to be scheduled by mutual agreement of the employee and the Department Head or by mutual agreement of the employee and Department Head the employee may be compensated in straight time including applicable differentials. Should an in-lieu day off not be taken within twenty-six (26) pay periods, the employee shall be compensated in straight time including applicable differentials.


130. **Eligibility for Holiday Pay.** To be eligible for holiday pay, except pay for a floating holiday, an employee must be on paid status the scheduled workday before and the scheduled workday after the holiday.

131. **Exempt Work Situations.** Time spent in study courses, seminars and meetings of professional groups is exempt from the provisions of this section.

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ARTICLE 12. BEREAVEMENT LEAVE

178. Leave of absence with pay because of death in the immediate family of a regularly scheduled AHS employee may be granted by the Department Head for a period of up to five (5) days, except as provided below in paragraphs 179-180. For purpose of this section, “immediate family” means mother, stepmother, father, stepfather, husband, wife, domestic partner, (upon submission of an affidavit as defined in Appendix E), son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law and father-in-law, or any other person sharing the relationship in loco parents or any other relative for whom the employee is the verifiable legal guardian or is the verifiable legal guardian of the employee; and, when living in the household of the employee, brother-in-law, sister-in-law.
179. Employees assigned 12-hour shifts shall be entitled to three (3) shifts off for bereavement leave.
180. Employees assigned 10-hour shifts shall be entitled to four (4) shifts off for bereavement leave.
181. Entitlement to a leave of absence under this section shall be only for all hours the employee would have been scheduled to work for those days granted, and shall be in addition to any other entitlement for PTO, extended sick leave, or any other leave.

For SEIU
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ARTICLE 13. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA

180. **Compensation.** Employees will be released from work and paid their regular rate of pay for any scheduled hours of work missed for jury duty or to respond to a subpoena.

181. **Afternoon/Evening, Saturday/Sunday Schedules.** Any employee assigned an afternoon or evening shift shall be entitled to equal time off as leave with pay from their next regularly scheduled shift for all time spent serving on jury duty, or answering a subpoena as a witness and for traveling to and from court.

If the employee calls the Jury Pool and is told not to report for jury duty, the employee is expected to work their next shift. If the response from the Jury Pool is to call back or report later in the day, the employee must contact their supervisor to work out and/or switch their time such that the employee only gets one shift off for each day of jury duty.

182. Any employee who is regularly assigned to a schedule which includes working Saturday and Sunday, who serves on jury duty on their entire two (2) scheduled days off during the previous Monday through Friday, shall be allowed the option to contact his/her supervisor and schedule their next regular work day as PTO.

183. **Travel Time.** Sufficient paid leave shall be granted to permit an employee to travel between the work place and the court, while serving on jury duty or in answer to a subpoena as a witness.

184. **Reporting to Work If Excused.** When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half (1/2) their regularly scheduled shift, the employee shall report to duty and jury duty pay under this section shall be reduced accordingly. If the employee fails to report as set forth herein, the employee shall be docked for the balance of the day.

185. **Standby Jury Duty.** Employees shall apply for standby jury duty if the court permits this option. An employee whose work assignment precludes participation in the standby jury duty shall be exempted from this requirement, provided that AHS may adjust an employee's work assignment to permit the employee to apply for standby duty.

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ARTICLE 13. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA (page 2)

186. **Witnesses.** Employees who are subpoenaed to be a witness on behalf of AHS in a civil or criminal trial shall receive paid release time for such service based on their regular schedule.

For SEIU Local 1021

For Alameda Health System

Jan R 03/02/2020
Sheela Carr 3/2/2020
Patricia J Mend 3/2/2020
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Sasha Mc 3/2/20
Amanda Bell 3/2/20
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ARTICLE 11- PTO AND EXTENDED SICK LEAVE
Section 11.1. Paid Time Off (PTO) Leave

- 132. A full or part time employee may use PTO for all absences such as vacations, or personal or family needs, religious observances, routine medical or dental appointments, illness/injury or any other reason deemed appropriate by the employee.
- 133. Hours Eligible for PTO and ESL Accrual: PTO is accrued biweekly, 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.
- 134. Services-As-Needed employees do not accrue PTO.
- 135. AHS employees shall accrue Paid Time Off as specified below. An employee who is regularly scheduled to work less than the regular workweek for the job classification shall accrue PTO leave accordingly. PTO accrual shall be prorated each pay period based upon a proration of the regular hours paid within that pay period to the regular full-time pay period for the job classification.
- 136. **PTO Accrual.** After completion of the applicable number of pay periods of continuous employment, an employee shall accrue PTO according to the following schedule for each full-time biweekly pay period on paid status.

Years of Service	Accrual Rate
0 years up to 1 year of service	.769 days (6.15 hours) per pay period (20 days per year)
1 year up to 5 years of service	.962 days (7.70 hours) per pay period (25 days per year)
5 years up to 12 years of service	1.154 days (9.23 hours) per pay period (30 days per year)
12 years up to 20 years of service	1.346 days (10.77 hours) per pay period (35 days per year)
20 years and up	1.539 days (12.31 hours) per pay period (40 days per year)

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137. **Extra Week of Unpaid Leave.** After one (1) calendar year from date of employment, a part-time employee covered by this Memorandum of Understanding may schedule one (1) week of unpaid leave each calendar year in conjunction with an approved PTO leave. The unpaid leave shall be taken in one (1) segment. The scheduling of this unpaid leave shall be subject to the PTO scheduling provisions contained herein. This unpaid leave shall not reduce the regular biweekly dental plan contribution nor the health plan contribution paid by AHS for such employees.

A. Upon Separation from Employment. An employee who accrues PTO leave pursuant to this Article and who leaves AHS service for any reason shall be paid at the hourly rate for unused PTO accrued to the date of his/her separation.

138. **Paid Time Off Cap**

Maximum paid time off leave balances shall be no more than one and one half times the employee's paid time off accrual rate, and shall be as follows:

PTO Accrual Rate	Maximum Balance
20 days (160 hours)	30 days (240 hours)
25 days (200 hours)	38 days (304 hours)
30 days (240 hours)	45 days (360 hours)
35 days (280 hours)	53 days (424 hours)
40 days (320 hours)	60 days (480 hours)

139. **Date When PTO Credit Starts.** PTO accrual shall begin on the first (1st) day of employment.

140. Employees will not be permitted to accrue Paid Time Off over the cap. Thus, employees shall have the primary responsibility to schedule and take sufficient PTO leave to avoid reaching the PTO cap specified above. Managers shall make a reasonable effort to accommodate written leave requests submitted by employees which state that the purpose of such a request is to avoid reaching the PTO accrual cap.

141. **PTO Sell Back:** Employees may elect to convert to cash up to one half their annual accrual of PTO per fiscal year.

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142. **Maximum PTO Leave.** An employee shall be allowed to take one and one half times his/her annual PTO accrual during any calendar year, provided that he/she has accumulated sufficient unused PTO leave.
143. **Effect of Leave Without Pay on PTO Credit.** No PTO credit shall be earned during the period when an employee is absent on leave without pay.
144. **Effect of Absence on Continuous Service.** Absence on authorized leave with or without pay, time during which a person is displaced, and time during which a person is temporarily not employed by AHS, if followed by reemployment within two (2) years, shall not be considered as an interruption of continuous service for the purpose of this section, but the period of time such employee is absent on authorized leave without pay is displaced or is temporarily not employed shall not be counted in computing such years of continuous employment for the purpose of this section.
- Rate of PTO Pay.** Compensation during PTO shall be at the rate of compensation which such person would have been entitled to receive, including premium pay, if in active service during such PTO period.
145. **When PTO Leave May Be Taken.** Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the PTO leave.
146. **PTO Seniority.** PTO shall be scheduled based on seniority as defined in Article 25 Seniority.
147. **PTO Scheduling.** The department manager/designee shall post seniority lists; reasonable scheduling requirements specific to the scheduling unit; and blank calendars for employees to submit three choices. This posting shall take place in January for a four (4) week period. Employees can list three choices of PTO segments. Each employee, in order of seniority, shall be granted one of the three PTO requests until everyone in the unit has been scheduled for one PTO segment. Then the process repeats itself.
148. The department manager/designee shall approve such choices on the basis of employee seniority as set forth in Article hereof within four (4) weeks of the conclusion of the four (4) week posting period.
149. PTO requests must be submitted electronically after the posted PTO process, and such requests shall be approved on a first come, first serve basis. When a PTO request is submitted electronically, the Department Head or designee shall respond within ten (10) calendar days in writing or shall schedule the PTO requested by the employee. Approval will be contingent upon staffing needs as determined by the manager and will not be disapproved solely based on when the request was

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submitted. It is understood that the earlier a request for time off is submitted, the more likely it is that it can be approved.

150. **PTO Leave Segments:** The Department Manager or designee, at his/her discretion, may grant an employee additional segments of PTO increments of less than one shift provided such request is submitted in advance.
151. **Personal Emergency Leave.** An employee shall be allowed two (2) days in any calendar year from his/her regular PTO allowance for unexpected, unplanned emergency situations. Such personal leaves shall be in segments of four (4) hours. Employees who provide their manager at least forty-eight (48) hours' notice of their need for personal emergency leave may use their accrued PTO in two (2) hour increments. If notice is provided, Personal Emergency Leave shall not be counted as an occurrence for attendance purposes. If notice is not provided, the absence will count as an occurrence unless it is an absence protected by law.
152. **PTO Transfer.** Married couples or domestic partners, employed by AHS may elect to transfer up to five (5) days of their accrued PTO leave balances to their AHS-verified spouse or domestic partner for each event of maternity, paternity and adoption.
153. **Emergency Paid Time Off Leave Defined.** As used in this section, "Emergency Paid Time Off" means non pre-approved leave of absence of an employee because of any of the following: (i) an emergency illness or injury which renders him/her incapable of performing his/her work or duties for AHS; (ii) a personal emergency that requires an absence from work and (iii), an emergency leave to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments. Generally, Emergency Paid Time Off is that time called out the same scheduled day of work in conformance with the HR Policy and Procedure.
154. There shall be no seasonal ban on PTO scheduling for employees covered by this MOU.
155. **Routine Medical or Dental Appointments.** Routine medical or dental appointments of the employee or the employee's family as defined in this Article are a legitimate use of PTO, and employees should be encouraged to have periodic medical examinations to maintain their and their family's health. Except in an emergency, employees who wish to use PTO for routine medical/dental appointments or for acquiring or repairing durable medical equipment shall.
 - A. Schedule such appointments in advance;
 - B. Whenever possible, schedule such appointments at the beginning or end of the shift;

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- C. Provide his/her supervisor with advance notice.
156. Any employee who is scheduled to work on a holiday but is unable to work due to illness or injury will receive holiday pay at straight time for the hours that were scheduled. Time will not be deducted from the employee's PTO balances. (This does not apply to disability which has been approved as industrial sick leave. Industrial sick leave provisions apply to holidays — scheduled but not worked — as though they were any work day.)
157. **Emergency Paid Time Off Review.** No employee shall be placed on Emergency Paid Time Off review unless he/she has first received an oral warning that his/her individual attendance record requires improvement, followed by a written confirmation. The evaluation of an employee's attendance shall not be based on absences covered by Workers' Compensation, FMLA or other legally prohibited bases. Upon request, an employee shall be given a profile documenting his/her attendance record. If an employee is placed on Emergency Paid Time Off review, he/she is to be provided with a written statement explaining the reason and the length of time his/her attendance is to be monitored.
158. **Medical Report.** The Department Head, as a condition of granting Emergency PTO with pay, may require medical evidence of sickness or injury in the form of a statement from an employee's physician or other medical provider acceptable to the department when the employee is absent for more than three (3) consecutive working days or when the department head determines within his/her discretion that there are indications of excessive use of Emergency PTO leave or Emergency PTO leave abuse.
159. A diagnosis is not required as medical evidence of sickness or injury unless it is reasonable to believe that the employee's condition may endanger the health or safety of other employees and/or the public.
160. **Use of Paid Time Off for Sick Family Members.** Emergency Leave — Sickness in Immediate Family. A leave of absence with pay because of sickness or injury in the immediate family of a person in AHS service shall be granted by the Department Head for up to ten (10) days per calendar year to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments but not to exceed the amount of time which the person would be authorized for Paid Time Off in this Article. Time taken for leave of absence under the provisions of this Paragraph shall be deducted from the PTO leave allowable for such person. For the purpose of this Paragraph, "immediate family" means, mother, stepmother, father, stepfather, husband, wife, domestic partner son, step-son, daughter, step-daughter, grandmother, grandfather, foster parent, foster child, mother-in-law, father-in-law, or any other person sharing the relationship in loco parentis or any other relative for whom the employee is the verifiable legal guardian or is the verifiable legal guardian

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of the employee; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law.

Section 11.2. Extended Sick Leave and Industrial Sick Leave Supplement

161. Extended Sick Leave

- A. Regular status employees will accrue 4 days (1,231 hours per pay period) extended sick leave per year prorated by FTE for part-time employees. This is in addition to PTO hours.
- B. Extended sick leave may be used for periods of illness of the employee or a family member as defined above that exceed one (1) week worth of core scheduled shifts. The first one (1) weeks of such an illness will be covered by PTO.
- C. Employees on approved Workers Compensation leaves for the first three days and FMLA may use extended sick leave from the first day out. This does not apply to intermittent FMLA. If the employee is admitted to the hospital for one or more days during that first week, that employee may use ESL from the first day the employee is out. Also, if an employee undergoes surgery that requires him/her to be off work three or more days, ESL may be used commencing the first day of absence. If the employee becomes ill or injured within five (5) calendar days of having used Extended Leave, for the same illness/injury/condition that originally caused the employee to use ESL as established by medical documentation, FMLA or worker's compensation paperwork, then ESL may be used commencing the first day of absence.
- D. Employees who are on a leave of absence related to the COVID-19 pandemic who have ESL available may elect to use ESL commencing the first day of absence in one of the following instances:
 - a. When the Employee or a family member for whom the employee is caring is on Quarantine or isolation directed by a primary care provider, Public Health Authority or AHS Employee Health.
 - b. When the Employee or a family member for whom the employee is caring has a documented positive test for COVID-19.

162. Extended sick leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the leave.

163. ESL as Retirement Credit. AHS employees who are members of the Alameda County Employees' Retirement System and who retire shall be credited ~~for~~ with fifty

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percent (50%) of their accrued and unused ESL bank as of the date of their retirement, up to a maximum credit of 62.5 days.

164. **Industrial Sick Leave Supplement.** If an employee is incapacitated by sickness or injury received in the course of his/her employment by AHS, such employee shall be entitled to pay as provided herein.
165. **Amount and Duration of Payment.** Full-time employees shall be entitled to receive supplemental industrial sick leave wage continuation commencing with the fourth (4th) calendar day of the incapacity except in cases where the employee is incapacitated for more than fourteen days or hospitalized, paid leave starts on the first day of incapacity. The industrial sick leave wage continuation shall be equal to the difference between 70% of his/her regular or base salary including differentials, footnotes and the amount of any Worker's Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one hundred eighty (180) calendar days from the date of sickness or injury resulting in the disability. Net regular or base salary shall be defined as the average of the preceding four (4) pay periods resulting in the incapacity. Following one hundred eighty (180) calendar days, accrued sick leave may be granted to supplement temporary disability payments to provide the disabled employee up to no more than the net regular or base salary (as defined above) received at the time of the injury.
166. **Part-time Employees.** This Section applies to part-time employees, but shall be on a prorated basis.
167. **On the Job Assault.** In the event that the employee is injured as a result of assault on the employee's person, the industrial supplemental pay period shall not exceed one (1) calendar year from the date of injury. Assault shall be defined as a physical attack upon the person of the employee that results in the actual physical injury to the body of the employee. The injury must be certified by a medical professional after a physical examination of the employee.
168. **When Payments Shall Be Denied.** Payments shall not be made pursuant to this Section to an employee:
- A. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law;
 - B. Whose injury or illness has become permanent, and stationary;
 - C. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation;

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- D. Who is retired on permanent disability and/or disability retirement pension;
 - E. Who unreasonably refuses to accept other AHS employment for which he/she is not substantially disabled;
 - F. Whose injury or illness is the result of failure to observe AHS health or safety regulations or the commission of a criminal offense;
 - G. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and,
169. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving Workers' Compensation temporary disability benefits and supplementing such payments with accrued paid leave or Workers Compensation Supplemental Leave shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
170. **Leave for Medical Treatment.** Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions:
- A. Treatments are being paid under Workers' Compensation;
 - B. The therapy diagnostic tests or treatment falls within the employee's normal working hours;
 - C. The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. Such leave shall be granted for up to six (6) months following date of injury or original return to work date whichever is later but shall not be granted once an employee has been declared permanent and stationary. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.
171. **Services-As-Needed:** Employees in classes designated Services-As-Needed or by the letter N who are absent from work due to an industrial injury or illness, who had been receiving health and dental benefits, and who would otherwise have worked and continued to received such benefits but for the industrial illness or injury, shall continue to be eligible to receive health and dental benefits at the same level as set forth in Section 17.1. Employees hired in SAN classifications after July 1, 2005 shall not be eligible for Supplemental Worker's Compensation benefits.

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172. **Modified Duty Program.**

a. Workers Compensation Injuries: AHS will exercise its best efforts to provide an assignment to workers with temporary injuries who are capable of performing modified duties for a period of up to ninety (90) days. If the employee's condition is improving per the employee's workers compensation doctor and is able to demonstrate that improvement relative to the expectations of the usual job duties, the modified duty shall be extended up to an additional ninety (90) days.

b. Non-work Related Health Conditions: AHS will exercise its best efforts to provide an assignment to workers with temporary health conditions who are capable of performing modified duties for a period of up to ninety (90) days. If the employee's condition is improving per the employee's treating physician and is able to demonstrate that improvement relative to the expectations of the usual job duties, the modified duty shall be extended up to an additional ninety (90) days.

Section 11.3. Catastrophic Sick Leave Program

173. An employee may be eligible to receive donations of paid leave to be included in the employee's PTO or extended sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work and if he/she has passed the probation period. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, or a long term major physical impairment or disability.

174. **Eligibility:**

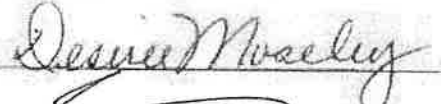
- A. The recipient employee, the family of the recipient employee, or other person designated in writing by the recipient employee must submit a request to the AHS Human Resources Department.
- B. The recipient employee is not eligible so long as he/she has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- C. A medical verification including diagnosis and prognosis must be provided by recipient employee.
- D. A recipient employee is eligible to receive up to one hundred eighty (180) working days of donated time per employment.
- E. Donations shall be made in full day increments for full-time employees, and in increments equal to half a full-time shift for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable. (Employees with PTO balances that exceed the amount that can

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be paid off, may donate unlimited amounts of PTO to an AHS catastrophic sick leave pool).

- F. The donor employee may donate PTO, compensatory time or in lieu holiday time which shall be converted to recipient employee's extended sick leave balance and all extended sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- G. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's extended sick leave balance on a dollar-for-dollar basis.
- H. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's extended sick leave balance.
- I. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at AHS's sole discretion and shall be final and non-grievable.
- J. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

For AHS:



For SEIU:



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**ARTICLE 14. EDUCATIONAL LEAVE, EDUCATIONAL STIPENDS,
LEAVE AND CONTINUING EDUCATION**

Section 14.1. Educational Leaves and Time Off

188. Unpaid Educational Leave. A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one (1) year.
189. Paid Educational Leave (“Education Leave”). Regular status full and part-time employees are encouraged to pursue professional development and education in relation to their career in health care.
190. Eligibility. Employees in the following classifications who are regular full-time or part-time with more than three (3) months of continuous service are eligible for paid educational leave.

Acupuncturist	Medical Assistant
All Imaging Classifications	Mental Health Specialists licensed as Vocational Nurses
All Respiratory Therapy Classifications	MSW I and II
Audiologist	Nursing Assistant
Central Supply Technician	Nutrition Assistant
Clinical Laboratory Scientist I, II, and III	Nutritionist
Clinical Pharmacist Specialist	Occupational Therapist
Clinical Psychologist	OR Tech
Dental Assistant	OT Assistant
Dental Hygienist	Pharmacist
Diabetes Educator	Pharmacy Technician
Dietician I and II	Physical Therapist
ED Tech	Psychiatric Social Worker I and II
Lab Assistant	Psychiatric Technician
Laboratory Technician	PT Assistant
Lactation Consultant	Pulmonary Function Therapist
Licensed Clinical Social Worker	Rehab Counselor I and II
Licensed Vocational Nurse	Speech Therapist Pathologist
Licensed Vocational Nurse IV Certified	Surgical Attendants licensed as Vocational Nurses
Marriage, Family and Child Counselor I and II	

~~All other titles which require a certification or license are also included to the extent that education is required to maintain that certification or license, subject to the approval process below.~~

The Union reserves the right to add to, modify, or withdraw any of these proposals subject to applicable law. Anything not expressly proposed to be changed either in these proposals or via the common table proposals is presumed unchanged from the prior MOU.

191. ~~Regular full-time and part-time employees with more than three months of continuous service, who are required to maintain a professional license or certification to meet the qualifications of their position, are eligible to receive paid educational leave.~~
- ~~Other bargaining unit members may be granted paid educational leave if prior to the leave, they are able to show that their attendance at a class or other educational program is part of a planned educational program that will lead to obtaining a certification or license relevant to the employee's career path with AHS, within a reasonable period of time.~~
192. ~~AHS will meet with the Union once a year in January to discuss the inclusion of additional classifications or to increase hours for classifications above, provided such classifications are mandated by State law or regulation to complete a continuing education requirement to maintain licensure or certification.~~
193. ~~In addition, AHS and SEIU will also meet to consider providing educational leave for additional classifications or to add educational leave hours to above classifications for career development opportunities to encourage AHS employees to promote to higher classifications within their job series.~~
194. ~~Such annual additions, if any, shall be by mutual agreement.~~
195. ~~During the term of this Agreement, employees within the Nutrition Assistant classification shall be entitled to utilize up to forty (40) hours of education leave for the purposes of obtaining certification as a Dietetic Technician.~~
196. **Amount of Education Leave.** Eligible employees shall receive up to ~~forty (40)~~ **twenty (20)** hours of Education Leave ~~per over a two (2) fiscal year period,~~ prorated for part-time employees. Payment for such Education Leave shall be at the employee's straight time hourly rate. ~~AHS may substitute on an hour-for-hour basis accredited mandated training offered by AHS.~~
197. **Approval.** AHS will **approve** ~~consider~~ applications for Education Leave provided.
- A. The courses, workshops or seminars relate to the employee's profession or certification in an area of practice within AHS and there is a direct benefit to the employee in maintaining or improving his/her skills in his/her current position; and
 - B. The employee provides a copy of the continuing education certificate, or verification of attendance for such courses, workshops or seminars prior to payment for Education Leave; and
 - C. Such Education Leave does not unreasonably interfere with staffing requirements or patient care; and

- D. A written request is received at least four (4) weeks prior to the commencement of the class for which the Education Leave is to be taken.
198. **Home Study.** An employee may elect to utilize ~~any or~~ of their Education Leave allotment for the purpose of home study. The home study course must meet the following and all other criteria established for paid Education Leave.
- A. All home study must be approved prior to starting the course.
- B. The course announcement must accompany the request for approval.
- C. Employees will receive payment for Education Leave upon presentation of proof of completion of a course.
- D. For calculation of time, one (1) continuing education contact hour will be equal to one (1) hour of Education Leave.
- E. Home study time will not be counted for overtime purposes.
199. **AHS Required Course.** If AHS requires an employee to attend an educational training program or in-service, the employee shall be paid at his/her straight time hourly rate for the period of his/her attendance with a minimum of one (1) hour's pay. Such time shall be counted as work time and for the purposes of overtime computation only.
200. ~~Attendance at programs under paragraph 195~~ shall not be charged against an employee's annual Education Leave.
201. **Leave for Participating in a Literacy Program.** Any employee accepted into a workplace literacy program as a learner or a participant shall be permitted up to twenty-five (25) hours in a twelve (12) month period of paid educational leave with pay to the extent that such courses of instruction are provided during the employee's on-duty hours.
202. **Training and Certification for Blood Drawing.** Should a department within the AHS elect to assign an employee the task of drawing blood, AHS will provide training and certification to the assigned employee if she/he is not currently certified to draw blood. Such training will be provided on AHS time. If such assignment is not part of the employee's job specification, the Union and AHS will meet and confer regarding the job specification prior to the assignment.
203. **PM and Night Shift Employees.** When AHS requires an employee to attend a class of four (4) hours or more during what would be the employee's normally scheduled time off, AHS will schedule the employee off either the full shift before or after. AHS will not change the work schedule if the class is fewer than four (4) hours.

Section 14.2. Educational Stipends and Continuing Education


The Union reserves the right to add to, modify, or withdraw any of these proposals subject to applicable law. Anything not expressly proposed to be changed either in these proposals or via the common table proposals is presumed unchanged from the prior MOU.

204. Upon the approval of the Department Head of any plan submitted by an employee with more than three (3) months of continuous service to engage in job-related educational courses which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities within the employee's current discipline at AHS, AHS shall pay approved educational expenses up to \$1000 per employee per fiscal year. More than one educational plan may be approved in any fiscal year, but in no event shall the stipend exceed \$1000 per employee per fiscal year. The maximum AHS liability under this section shall not exceed \$240,000 in any fiscal year except as herein provided. AHS agrees to carry over from fiscal year to fiscal year any unexpended funds from this provision, not to exceed a maximum of \$26,000. Employees shall receive such stipends on a first come-first served basis each fiscal year. ~~Individual Receipts under \$100 shall be submitted in accordance with departmental rules and AHS policies. once a quarter and individual receipts \$100 and over shall be submitted once a month. AHS will prescribe the due dates for the submission of receipts.~~

205. The employer hereby agrees to contribute .22% (twenty-two hundredths of one percent) of the collective bargaining unit's annual payroll, in each year of the Agreement, to the SEIU United Healthcare Workers West and Joint Employer Education Fund starting April 1, 2012. Said contribution payments for the first year shall be payable no later than February 28, 2012 and each February 28th thereafter, and shall be based on the W-2's for the prior year. In the event that the employer initially joins the Education Trust Fund after the February 28th due date for the current year, a pro rata contribution of the annual contribution of .22% for the remaining portion of the current calendar year will be paid. Upon said payment, covered employees will be eligible for benefits during the current calendar year. The employer further agrees to be bound by the term of the Trust Agreement, the Plan Document, and the rules and regulations adopted by the Trustees of the Fund.

For AHS:

For SEIU 1021:

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PAY PRACTICE

Section 15.1. Wages

1. SAN employees will be paid at least 6% over step 3 (Step 8 for the Clinical Lab Scientist series) of each affected comparable title for Group 1; 5% over Step 3 for Group 2; and 5% over Step 3 for Group 3. These percentage differences apply to both current and future titles that have SANs.
2. **Wages-**

Retro- active wage increase from the pay period beginning July 12, 2020 : 3% across the board increase. To qualify for the retro payment an employee must be employed in the bargaining unit on the date the payment is made. Payment to be made within 60 days of ratification.

 1. Effective the pay period that includes April 18, 2021, AHS agrees to pay an across-the-board wage increase of 3.0% for all classifications covered by this agreement
 2. Effective the second full pay period of April 2022, AHS agrees to pay an across-the-board wage increase of 3.0% for all classifications covered by this agreement.
 3. Effective the second full pay period of April 2023, AHS agrees to pay an across-the-board wage increase of 3.0% for all classifications covered by this agreement.
4. **Equities-**
 - a. Care Management Community Health Worker Series Increase Range by 1.5% effective with the first across the board base building increase.
 - b. Pharmacy Technician increase range by 1% effective with the first across the board base building increase.
3. Employees in the titles Surgical Techs, Dietetic Technicians Registered, and Certified ED Techs who are or become registered and/or certified, they will receive an extra \$1 an hour.
4. LVN IV Certified will makes \$1 an hour over the base hourly rate for Licensed Vocational Nurse.
5. Any Respiratory Care Practitioner who becomes registered through the National Board for Respiratory Care will be automatically moved to Registered Respiratory Therapist upon evidence and verification of such registration.

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6. If an employee was laid off, was subject to a mandatory bid and ended up going from an 8-hour shift position to a 12-hour shift position, that employee will receive a 2.5% increase. Employees in 12 hour titles who are grandfathered will keep the grandfathered higher rate if promoted or transferred after the effective date of the contract.
7. If an employee is at the top step and has at least 20 years of service based on the Lawson seniority date, he/she will move to a 2% longevity step
8. **Training Pay**

If an employee is assigned to train or orient an employee for a specific period of time, the employee assigned will be paid an additional \$2.10 per hour premium for the time period he or she is assigned to train or orient the employee. Wage Scale Progression
9. **Step Placement and Increases.** Except as herein otherwise provided, where compensation is designated by a schedule of steps, the rate of compensation shall be at the rate designated under the first (1st) step. After an employee completes the equivalent of thirteen (13) biweekly payroll periods of continuous full-time service in the same classification at the first (1st) or second (2nd) step, he/she shall advance to the next step. After he/she has completed the equivalent of twenty-six (26) biweekly payroll periods of continuous service in the same classification at the third (3rd) or fourth (4th) step, he/she shall advance to the next step. For classifications with 6 steps in Group 3, excluding Eligibility Clerks, effective after pay period 14 of 2012, those employees on step five shall advance to step 6 upon completion of the equivalent of fifty-two (52) pay periods. Eligibility clerks shall move from Step 5 to Step 6 after pay period 14 of 2012 after the equivalent of one hundred and four (104) pay periods and from Step 6 to Step 7 after the equivalent of fifty-two (52) pay periods.
10. In classifications with seven (7) salary steps, progression shall be as follows: after an employee completes the equivalent of one hundred four (104) full-time biweekly pay periods of continuous service in the same classification at the fifth (5th) step, he/she shall advance to the next step; after an employee completes the equivalent of fifty-two (52) full-time biweekly pay periods of continuous service in the same classification at the sixth (6th) step, he/she shall advance to the next step.
11. In classifications with nine (9) salary steps, progression shall be as follows: after an employee completes the equivalent of one hundred fifty-six (156) full-time biweekly pay periods of continuous service in the same classification at the seventh (7th) step, he/she shall advance to the next step; after an employee completes the equivalent of one hundred thirty (130) full-time biweekly pay periods of continuous service in the same classification at the eighth (8th) step, he/she shall advance to the next step.

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12. **Date of Step Increases.** The effective date of a step increase shall always be the first (1st) day of a biweekly pay period. If the employee completes the hours necessary to advance to the next step, during the first five (5) calendar days of a pay period, excluding holidays, the advancement shall be effective on the first (1st) day of that pay period; otherwise, the anniversary date shall be the first (1st) day of the succeeding biweekly pay period.
13. **Appointment Above the First Step** Newly-hired employees with prior work experience in a position with a substantially similar scope of duties will be placed on the step corresponding to their length of experience.
14. **Pay for Transfers/Promotions.** An employee who transfers to a classification with the same compensation rate shall be placed in a step rate that will not result in a reduction in pay, and thereafter shall advance in the schedule in accordance with this Article.
15. An employee who transfers to a classification with a lower compensation rate shall be credited with his/her service in the previous position compensation rate and thereafter shall advance in the schedule in accordance with this Article.
16. An employee who is promoted to a classification with a higher compensation rate shall be placed at the step which is at least three percent (3%) above the rate he/she was receiving in the lower level classification; provided, however, that if the resultant increase in compensation is less than five percent (5%), the length of time required to be served in the new salary step, shall be reduced by one-half (1/2). Thereafter, the employee shall advance in the schedule in accordance with this Article.
17. **Effect of Absences On Wage Increments.** For the purposes of advancing in the step schedule the following shall not be considered absences and the employee shall be credited with the periods of time based on his/her regular schedule:
 - A. Absence on authorized leave with pay and absence on military leave;
 - B. Any absence within the first two (2) biweekly pay periods of service which would have been compensated for had it not fallen within such period.

Section 15.2. Premium Conditions

18. **Split Shift-** Any employee required to work a split shift shall be paid at a rate of five percent (5%) over and above his/her regular biweekly or hourly rate of pay for the entire shift so worked. For purposes of this paragraph "split shift" is defined as any daily tour of duty divided into two (2) work periods of time and taking more than nine and one-half (9-1/2) consecutive hours to complete.
19. **Shift are defined as follows:**

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- A. A “PM Shift” means a scheduled shift in which a majority of the shift occurs between 3:00 PM and 12:00 AM.
 - B. A “Night Shift” means a scheduled shift in which a majority of the shift occurs between 11:00 PM and 7:00 AM.
20. The following provisions—shall apply to the classifications listed in this Paragraph when such employees are assigned to a twenty-four (24) hour unit.
- A. Certified Nursing Assistant, Certified Nursing Assistant SAN, LVN, LVN-IV Certified, LVN SAN, Surgical Tech, Clinical Lab Scientist I, Clinical Lab Scientist II, Clinical Lab Scientist III, Clinical Lab Scientist I SAN, Clinical Lab Scientist II SAN, Pharmacist, Pharmacist SAN, Rad Tech I, Rad Tech II, Rad Tech III, Rad Tech IV, Sonographer I, Sonographer II, and Sonographer III, Mammo/QA Tech, Psych Tech, Psych Tech SAN, Pharmacy Tech, Respiratory Care Practitioner I, Respiratory Care Practitioner II, Registered Respiratory Care Practitioner, Respiratory Care Practitioner II SAN, Senior Respiratory Care Practitioner (Registered), Inhalation Therapy Aide, Mental Health Specialist I, Mental Health Specialist II, Mental Health Specialist II SAN, Lab Assistant I, Lab Assistant II, Lab Assistant III, Pulmonary Function Tech, Health Services Trainee, Medical Assistant, Eligibility Specialists I, Eligibility Specialists II, Eligibility Specialists III, Eligibility Clerks and ED Tech’s.
 - B. Employees who work a PM shift shall be paid a differential of eleven percent (11%) calculated on their base pay.
 - C. Employees who work a night shift shall be paid a differential of fifteen and one-half percent (15.5%) calculated on their base pay.
21. The following provisions shall apply to all other employees:
- A. Employees who work a PM shift shall be paid a differential of seven percent (7%) calculated on their base pay.
 - B. Employees who work a night shift shall be paid a differential of nine percent (9%) calculated on their base pay.
22. **Bilingual Pay.** Upon the recommendation of the Department Head and the approval of the Chief Human Resource Officer, a person, other than those in the Interpreter/Translator classification, occupying a position requiring fluency in English and in a designated language shall receive an additional forty dollars (\$40.00) per pay period compensation for Level I Certification and forty-five (\$45.00) per pay period compensation for Level II Certification. A person occupying such a position and having proficiency in English and two or more designated languages shall receive

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forty-five (\$45.00) per pay period for Level I Certification and fifty dollars (\$50.00) per pay period compensation for Level II Certification, provided that such a person is required to utilize such additional languages for AHS. All employees receiving bilingual pay may be required to pass a proficiency test or tests. Employees receiving this compensation shall be available to support AHS' patient centered care and bilingual communication needs. To qualify for bilingual pay, an employee must be assigned to perform bilingual services. The employee's manager will sign a written verification that such employee is performing bilingual services that are needed and such verification shall be presented to the Interpreter Services Department at the time the employee is requesting to be tested for bilingual proficiency.

Upon the implementation of this agreement, AHS will grandfather all employees who are currently receiving the bilingual variant and new applicants will only be eligible for the flat rate stipend.

Every six months after the implementation of the agreement, the Interpreter Service Department will verify if the employee is still required to perform bilingual services.

If the Interpreter Service Department's Director determines an employee is no longer required to perform bilingual services, the Director will provide written notification to such employee and his/her manager. Such written notification will include the reasons for revoking the stipend and the effective date when the stipend will stop.

If the employee disagrees with the Director's decision, he/she may file a grievance in accordance with Article 32.

AHS agrees to review the job description of the Medical Translator II and Medical Interpreter/Translator III, to reflect current job duties as well as AHS' needs.

AHS agrees to notify the Union and meet and confer if requested by the Union if the Level I and Level II certification tests are altered.

Upon the implementation of this agreement, the interpreter dispatcher classification will receive the same hourly rate as the Interpreter/Medical Translator II.

23. **Definition of Weekend for Purpose of Working Shifts to Meet Weekend Work Obligation.** A weekend shift is defined as 12:01 am Saturday through 11:59 pm Sunday. Weekend hours include all hours worked between the shift change time closest to 11:00 pm Friday and the shift change closest to 8:00 am Monday. Only up to two shifts per weekend are eligible for weekend differential.
24. For all employees required to work two shifts every other weekend, the definition of the weekend requirement which meets the definition of the weekend as defined above will be specific to the unit assigned.

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25. **Weekend Shift Differential.** Employees who work during a weekend shall be paid a differential of five percent (5%) over the base hourly rate of pay calculated on all hours worked, not paid for, between 12:01 a.m. Saturday and 7:30 a.m. on Monday. Only up to two shifts per weekend are eligible for weekend differential. This differential has no applicability and will not be paid if an employee is receiving weekend differential pursuant to paragraph below.
26. **Weekend Shifts.** Specified employees shall receive a differential of twenty percent (20%) when assigned a majority of their shift to a twenty-four (24) hour unit at the facilities listed and work in excess of two (2) daily weekend shifts in a consecutive two (2) week calendar period.
27. The preceding paragraph shall apply to the following classifications: All LVN classifications and LVN IV certified; all Respiratory Care Practitioner classifications; Pulmonary Function Therapist; Certified Nursing Assistant; Mental Health Specialists; Psychiatric Technician.
28. Individual employees may waive this premium payment.
29. **Lead/Charge Differential.** Employees who are assigned to and perform lead duties for an entire shift when such duties are not incorporated in the scope of their classifications, not to exceed one (1) employee per unit per shift, shall receive a differential of five percent (5%) based on their regular straight time pay.

AHS shall define in writing qualifications to serve as lead/charge. Each employee who meets the qualifications will be eligible for a lead/charge assignment. When more than one employee on a shift possesses the same skills and experience, seniority will determine who is assigned lead duties.

Section 15.3. Special Performance Pay

30. **For Standby Duty.** An employee who has been instructed by his/her supervisor or designee to be "on standby" shall be paid at the rate of one half ($1/2$) the straight-time hourly rate of his/her classification when on "standby."
31. All employees who, on the effective date of the MOU, (August 20, 2000) received standby pay at the rate of three-quarter ($3/4$) time, shall continue to be paid at that rate and under the same conditions for standby while they remain continuously employed at AHS.
32. For the purposes of standby pay, the regular straight time hourly rate shall not include shift differentials.
33. **For Call-Back.** Regardless of actual hours worked in that workweek, an employee shall be compensated at time and one half ($1 1/2$) the straight-time hourly rate,

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including applicable shift differential, when called back from either standby or non-standby status, with a guarantee of two (2) hours work for hours worked on such a call back.

34. An employee called back to work because of a shift change shall be compensated at the call-back rate for only the hours worked prior to the beginning of the employee's regular shift. An employee notified of a shift change before going off duty is not eligible for call back pay.
35. **For Temporary Assignment to A Higher Level Position.** An employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher level position provided that all of the following criteria are met:
- A. The full range of duties of the higher level position except the preparation of performance evaluations has been specifically assigned in writing by the Department Head.
 - 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.

Compensation for temporary assignment to a higher level position shall be as follows:

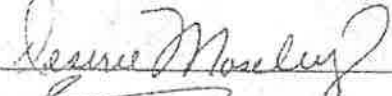

36. The service in such position exceeds five (5) days in any twelve (12) month period, and payment shall be retroactive to the first (1st) day of such services in a twelve (12) month period.
37. The rate of pay pursuant to this section shall be on a step of the higher level classification that is at least 3% (three percent) above the temporarily reclassified employee's current pay. Since out-of-class pay is an assignment rather than an AHS appointment to the position, the employee is not eligible for step increases that apply to the higher level position, but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position.
38. An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:

NC 5/1/21

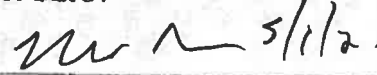

**Tentative Agreement
SEIU Local 1021 – General Unit &
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March 17, 2021**

- A. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.
 - B. Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, if an absence exceeds five (5) consecutive work days, the employee shall be paid for such absence in excess of five (5) workdays at the employee's regular non-out-of-class rate.
39. Work assignments shall not be changed or rotated among employees for the purpose of evading this requirement of providing greater compensation to an employee who would otherwise be eligible for such pay as provided herein.
40. **Reporting Pay.** In the event that an employee is scheduled or directed to report for work and so reports and is told by the Department Head that his/her services are not required, he/she will be entitled to two (2) hours pay at the straight time rate. If such employee is sent home through no fault of his/her own before completion of a shift, such employee will be entitled to a minimum of four (4) hours of pay at the straight time rate, or straight time pay for hours actually worked, whichever is greater.
41. When an employee is specifically directed to carry a pager during his/her meal break, and be available to work upon being paged, the meal break period shall be considered work time for the purposes of Article 7.
42. Clinical Psychologist requiring a "Forensic Specialty" approved by the Civil Service Commission, when assigned to regularly serve as the "expert witness" in the Department of Mental Health Services court processing, shall receive an additional 10% (ten percent) compensation.

For AHS:

For SEIU:

SIDE LETTER OF AGREEMENT
 Between
 Alameda Health System (AHS)
 And
 SEIU 1021 – General Chapter and SLH Chapter (Union)

**Open Range to Step Schedule for Accreted Classifications
 March 17, 2021**

A. Change to Step and Grade Step and Grade Salary Table

1. Incumbent employees in the following classifications shall be moved from open range to a step structures as described below in §C. These changes will be effective April 18, 2021. These new step structures shall be included in salary tables of the relevant MOUs.

B. Step Placement.

1. Incumbent employees will be placed on the new salary table steps that is nearest their current salary without resulting in a reduction in pay.
2. If the incumbent's current rate of pay exceeds the new step structure, the incumbent shall be red circled. Their pay shall remain unchanged until the step structure is equal to or great than the incumbent's rate of pay, at which time the employee will be placed on the highest step.

C. New Step Structures

1. General Unit Chapter

Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
64310	System Care Management Project Coordinator	\$34.2781	\$36.0822	\$ 37.9813	\$39.8804	\$41.8744

Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
53423	Employee Health LVN	\$ 34.2129	\$ 35.0343	\$ 35.8787	\$ 36.6913	\$ 37.6076	\$ 38.3481	\$ 39.1365

Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
72920	Employee Health Services Assistant	\$ 30.2775	\$ 31.7780	\$ 33.2148	\$ 35.0461	\$ 36.7256	\$ 37.4602

2. San Leandro Chapter

Ne 5/3/21
AD 4/17/2021
SL 4/14/21

Job Code	Classification	\$23.91	\$25.16	\$26.49	\$27.88	\$29.35	\$30.90
72308	SLH ELIGIBILITY SPECIALIST	\$28.5613	\$29.4446	\$30.3553	\$31.2660	\$32.2039	\$33.1701

Job Code	Classification	Step1	Step 2	Step 3	Step 4	Step 5
6432 0	SLH SPIRITUAL CARE COORDINATOR (SAN)	\$35.836 7	\$36.945 0	\$38.087 6	\$39.265 6	\$40.480 0

63240	SLH SUPPLY COORDINATOR	Step1	Step 2	Step 3	Step 4	Step 5	Step 6
63240	SLH SUPPLY COORDINATOR	\$27.7024	\$28.5592	\$29.4425	\$30.3531	\$31.2918	\$32.2596

D. Discontinued Job Classifications.

The parties agree the following job classifications will be discontinued.

1. SLH Charge Analyst, ED (Job Code 62839)
2. Sitter (Job Code 72815)

For SEIU Local 1021

[Handwritten Signature] 3/3/21

For Alameda Health System

[Handwritten Signature] 4/7/2021
[Handwritten Signature] 4/14/2021

