

**SEIU Local 1021 & Alameda Health System—General Unit  
Tentative Agreement  
October 27, 2020**

**ARTICLE 16. OVERTIME**

254. **How Overtime Is Authorized.** Overtime work for AHS by an employee shall be approved in advance in writing by the Department Head, or in cases of unanticipated emergency, shall be approved by the Department Head, after such emergency work is performed. No employee shall perform overtime work unless such overtime work has been approved by the Department Head or his/her designee. Overtime will only be offered after extra shifts or hours have been offered to eligible employees on a straight time basis. Overtime shall first be offered on a voluntary, rotating basis, beginning with the most senior employee within the work unit capable of performing the work required. A list will be maintained in each scheduling unit with the names of employees interested in overtime. Employees may be added to or removed from this list on a monthly basis. In the event there are no volunteers, existing practice of covering vacant hours or shifts shall be followed.
255. **Overtime Work Defined.** Overtime work shall be defined as all work performed in a workweek in excess of 40 hours worked (not paid for) in any week. A week is defined as Sunday through Saturday.
256. For purposes of this Article, the regular rate shall be as defined under the Fair Labor Standards Act ("FLSA") and, consistent with the FLSA, shall include additional compensation such as applicable premium payments of this memorandum and other premiums and differentials applicable to specific classifications.
257. **Overtime Payment.** Employees shall be compensated for overtime work as follows:
258. For employees in the classifications of LVN IV Certified, Licensed Vocational Nurse and Licensed Vocational Nurse SAN, Registered Respiratory Care Practitioner, Senior Respiratory Care Practitioner (Registered), Respiratory Care Practitioner I, Respiratory Care Practitioner II, Respiratory Care Practitioner II SAN, Inhalation Therapy Aide, Pulmonary Function Technologist, Lead Clerk, and Medical Clerk, where such classifications are assigned to and performing nursing ward clerk duties, overtime shall be paid at the rate of time and one half for all hours worked in excess of the employee's scheduled daily hours worked, not paid for in a workday.
259. For all classifications employees shall be compensated at time and one-half (1-1/2) the regular rate for all hours worked in excess of forty (40) hours worked, not paid for in the work week.
260. For employees in the classification of Licensed Vocational Nurse SAN, flextime schedules requiring an employee to work in excess of eight (8) hours in any one (1) workday, excluding meal period, or in excess of eight (8) hours in consecutive time, excluding meal period, shall be exempted from the provision requiring overtime compensation after eight (8) hours in a workday.

261. Notwithstanding this Article, persons employed as Licensed Vocational Nurse; Licensed Vocational Nurse IV Certified, Licensed Vocational Nurse SAN, Certified Nursing Assistant, Certified Nursing Assistant SAN, Surgical Tech, Psychiatric Tech SAN, Mental Health Specialist I, Mental Health Specialist II, Mental Health Specialist SAN, Mental Health Specialist III, and Psychiatric Tech shall be compensated at two (2) times the employee's hourly rate, for all time worked in excess of twelve (12) consecutive hours worked provided such work spanned two (2) complete consecutive shifts.
262. **When Overtime Shall Be Paid.** Compensation for overtime work shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned.

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**ARTICLE 18. DISABILITY INSURANCE BENEFITS**

**Section 18.1. Disability Insurance Benefits**

293. **Participation.** AHS shall continue to participate under the State Disability Insurance (SDI) Program.
294. **Payment Of SDI Premiums.** SDI premiums shall be shared equally by the employee and AHS.
295. **Employee Options.** There are two (2) options available to an employee who is otherwise eligible for disability insurance benefits which are as follows:
- A. **Option 1.** Not applying for disability insurance benefits and using accrued paid extended sick leave, PTO, ~~compensatory time off, and/or~~ floating holiday(s) pay, ~~and/or with the consent of the Department Head, discretionary Major Medical Supplemental Paid Sick Leave, (See Sideletter of Agreement);~~ or
  - B. **Option 2.** Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Extended Sick Leave, PTO leave, and floating holiday(s) pay, and/or, with the consent of the Department Head, discretionary Major Medical Supplemental Paid Sick Leave, unless the employee provides written notice to the Department Head to limit the integration to accrued PTO and extended sick leave only with SDI benefits. **With the exception of Pregnancy Disability leave,** the choice to integrate accrued PTO and extended sick leave only with SDI benefits may not be waived by the employee or AHS.
  - C. **Amount of Supplement.** The amount of the supplement provided in this section for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal net, not gross salary rate, including premium conditions specified in Section 15.3 or any other provision of this MOU, and the "weekly benefit amount" multiplied by two (2) and divided by 80.
296. **How A Supplement To SDI Is Treated.** Hours, including fractions thereof, charged against the employee's accrued ~~PTO and extended sick leave(s), discretionary major medical supplemental paid sick leave, PTO, compensatory time off, and/or floating holiday balances~~ as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

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297. Paid Time Off and Extended Sick Leave shall be accrued based upon the proportion of the hours charged against the employee's accrued Extended Sick Leave, ~~discretionary major medical supplemental paid sick leave, PTO, leave, compensatory time off~~ and/or floating holiday balances to the regular pay period.
298. **Health And Dental Plan Coverage In Conjunction With SDI:** For purposes of determining eligibility for AHS's ~~hospital and medical, care contributions and dental~~ and vision coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued PTO, ~~leave and extended sick leave,~~ **or other AHS earnings** ~~discretionary major medical supplemental paid sick leave, compensatory time off and/or floating holiday balances~~ shall be regarded as on leave with pay and benefits paid status for their regular work schedules with regard to the days for which such supplement is paid.
299. ~~The group health care providers~~ AHS will permit employees who are dropped from health and/or dental plan coverage because of exhaustion of their accrued leaves ~~PTO leave and extended sick leave, discretionary major medical supplemental paid sick leave, compensatory time off and/or floating holiday balances,~~ to re-enter the group plans upon returning to ~~their former work schedules,~~ if the employee is otherwise eligible pursuant to the Benefit Provisions of Article 17 of this MOU ~~Section 17.1 herein.~~
300. **Holiday Pay In Conjunction With SDI.** In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, holiday pay shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued leaves ~~PTO leave and extended sick leave, discretionary major medical supplemental paid sick leave, compensatory time off, and/or floating holiday balances~~ on the day before and the day after the holiday.
- ~~301. **Personal Disability Leave In Conjunction With SDI.** Refer to Paragraph 110 Personal Disability Leave.~~

**Section 18.2. Long-Term Disability Insurance Policy**


302. A long-term disability insurance policy will be made available for the employee only. Coverage can be purchased ~~either through the use of vacation sellback up to five (5) days or through~~ payroll deduction. This policy is subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contract.

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**For AHS:**

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**For SEIU:**

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March 11 2020**

**ARTICLE 22. RETIREMENT PLAN**

**Section 22.1. Pension Plan**

315. **Defined Contribution Retirement Plans.** All regular full-time and part-time employees regularly working at least twenty (20) hours per week, are eligible to participate in AHS's 457(b) and 403(b) defined contribution retirement plans (the "Plans"). Eligible employees may make pre-tax contributions to the 457(b) plan; while both pre-tax and post-tax contributions may be made to the 403(b) plans. All contributions are subject to the limits established by the IRS for the Plans. Part-time employees with an FTE of .5 or higher who are not participating in ACERA will be eligible for a 3% match in the 403b. Any employee participating in ACERA is not eligible for the 3% match into the 403(b) plan.

316. Pension benefits are provided to AHS employees under the ACERA pension plan ("the ACERA Plan"). The terms and conditions of the ACERA Plan govern the benefits and eligibility under the plan, which is limited to regular full time employees.

**Section 22.2. Deferred Compensation**

318. **Enrollment in The Plan.** Employees may enroll in the Alameda Health System Deferred Compensation Plan (the "Plan") in accordance with the terms and conditions of the Plan. The Plan provides for deferral of payment of a portion of an employee's current compensation until death, disability, retirement, or other events provided in the Plan document, in accordance with California Government Code Sections 53212-53214 and Section 457 and other applicable sections of the Internal Revenue Code.

319. **Maximum and Minimum Amounts:** The amount that an employee may defer shall not exceed the maximum amount allowable under Section 457 of the Internal Revenue Code for each calendar year.

320. An employee's work schedule must be regular and earnings must be sufficient to permit deferral of a regular amount.

**For Alameda Health System:**

**For SEIU Local 1021:**

*Almena Bruneau* 3/11/2020

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*[Signature]* 3/11/2020

*Ruby Sloan* 3/11/2020





**ARTICLE 23. CATEGORIES OF EMPLOYEES / CLASSIFICATIONS /  
RECLASSIFICATIONS**

322. **Employee Categories Described.** There shall be three (3) employee categories: (a) Regular Full-time, (b) Regular Part-time, and (c) Services As Needed (“SAN”).
323. A Regular Full-time Employee is one who occupies a position with a pre-determined work schedule of forty (40) hours per week for employees with eight and ten-hour shifts or thirty-six (36) hours for employees on twelve-hour shifts .
324. A Regular Part-time Employee is one who occupies a position with a pre-determined work schedule of at least **twenty (20)** but less than forty (40) hours per week.
325. A SAN employee is one who does not have a predetermined work schedule and who works intermittently to cover leaves of absence or other short-term staffing needs.
326. **Conversion of Regular Part-Time Employees to Full-Time Status.** Any Part Time employee who regularly works straight hours over his/her base FTE for a period of 26 consecutive weeks shall, upon request, be converted to higher FTE status provided that the extra hours or shifts are not replacing someone out on a leave who will return to the position. The Manager can ask the CHRO to bar an employee from consideration because of disciplinary action in the prior 12 months; the Union will be notified and can write or meet with the CHRO. The CHRO’s decision is final and binding. Pre-approved paid leave shall count as time worked for the purpose of this clause up to a maximum of 100 hours. Employees granted higher FTEs have no guarantee that they will have a fixed schedule for hours worked above their original FTE. They may be floated to different units on different days as needed. AHS will make every effort to put employees into a fixed schedule; in no case shall anyone be hired or given a fixed schedule in the same title in the scheduling unit without first affording the employee who was converted to the higher FTE the opportunity to work that fixed schedule.

The calculation for the higher FTE is to take the average of the hours worked (not paid for) during the 26 week period plus the leave limit cited above rounded up or down to the nearest fifth of an FTE or .50 FTE.

Once an employee is deemed eligible for the conversion, the manager has the discretion to move the conversion forward with a PAR or reduce the number of extra shifts the individual is working as long as those shifts are not worked by other employees, travelers or registry. In other words, those extra shifts must be eliminated as productive time and left vacant. The union has the right to demand a meeting with the manager to ask for an explanation of the manager’s rationale for reducing the shifts. If the Union still disagrees with the Manager’s decision, they can request a meeting/decision from the Executive in charge of the manager. The Executive’s decision will be final and binding. The union can request specific reports biweekly for up to six months for any of the departments involved to monitor the number of shifts being worked by part time employees, SANs and registry. If the Union has a

suspicion that the shifts the part time employee was working are still being worked, they can request another meeting with the manager and executive.

Health and welfare benefits as well as leave accruals and other benefits are not retroactive and commence the beginning of the first day of conversion to the FTE. Part time employees requesting conversion to full time status shall be given preference over a SAN employee requesting conversion.

327. **Changes to Existing Classifications.** If AHS is proposing any changes to job titles, and/or job descriptions, it shall provide at least 30 (thirty) days' notice to the Union. The Union may request to meet and confer over the effects of the changes being sought provided such request is made within the thirty (30) day notice period. The parties may continue to negotiate after the notice period, but such discussions shall not delay implementation of the changes. be subject to the meet and confer process with the Union concerning the impact of such changes on terms and conditions of employment. In the event the parties reach impasse, the Union may appeal the matter to an adjustment panel composed of two (2) representatives of the Union, two (2) representatives of AHS and a State Mediator agreeable to both parties.
328. **Classification Specifications.** AHS shall maintain written specifications for each classification. Each specification shall be set forth a descriptive classification title, a definition outlining the scope of duties and responsibilities of positions in the classification, the minimum qualifications for the classification, and such other information as appropriate.
329. Any classification specification may be reviewed by the Union or any employee and, upon request, a copy of any classification specification will be provided to the Union or any employee.
330. The classification specifications shall be kept current by ongoing review. Such review may include the survey of a single position, or surveys of all positions in a single classification or classification series, or surveys of positions in an organizational unit, or surveys of positions in an occupational grouping.
331. **Interpretation of Classification Specifications.** The classification specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions that should be allocated to the various classifications. The use of a particular expression or illustration as to duties shall not be held to exclude others not mentioned that are of similar kind or quality, nor shall any specific omission necessarily mean that such factor is not included.
332. The language of the specifications is not to be construed as limiting or modifying the authority of an AHS department head to direct and control the work of employees under his/her jurisdiction or to alter their duties and responsibilities, as may be necessary in the efficient conduct of the business of AHS except that it shall be the responsibility of the department head to report to the Human Resources

Department promptly any substantial change in the duties and responsibilities of any position under his/her jurisdiction.

333. In determining the classification, the specification shall be considered in its entirety. Consideration shall be given to the general duties, specific tasks, responsibilities, and minimum requirements, as a composite description of the kind and level of work the classification is intended to embrace. In order to determine the level and proper grouping of the classification within the plan, its relationship to other classifications also must be considered; therefore, each specification is to be read and interpreted with this relationship in mind.
334. **Reclassifications.** An employee who believes that there has been a substantial change in his/her duties which are not covered by his/her current classification shall prepare a log of such duties for a period of no less than 2 weeks. Upon completion of the log, the employee shall then submit the log to the Human Resources Department as well as notify his/her supervisor of the audit request. Human Resources shall then conduct a desk audit of the position within forty-five (45) calendar days of receipt of the log. Upon completion of the desk audit, the employee shall be notified in writing of the findings. A change in title or reclassification shall only be warranted if the employee is spending more than 40% of his/her time performing all duties in a different classification. If the issue remains unresolved or the employee wishes to dispute Human Resources' determination, he/she may submit the matter in writing for resolution through the grievance procedure, ~~to the third step only which shall be heard by the Chief Human Resources Officer. If the grievance is denied, the matter may be submitted to a classification specialist not employed by AHS for a final and binding decision.~~
335. **Classification for Displacement and Bidding.** For the purposes of Article 28, Displacement and Employment Security, "classifications" means the list of classifications listed in Appendix A, provided that the flexibly staffed positions contained in the list attached to the MOU as Appendix F shall be considered one classification for the purposes of that Section.
- ~~336. Classifications for the purposes of Article 27 shall be the classifications listed in Appendix A.~~
- ~~337. **Review of Clerical Classifications.** AHS plans to undertake a review of all classifications, including clerical classifications, to determine if their current specifications accurately reflect their current job duties. During this process, and prior to revising any job specifications, AHS will consult with and involve the Union.~~

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**ARTICLE 24. SERVICES AS NEEDED EMPLOYEES AND FLOAT POOLS**

**Section 24.1. Services as Needed Employees**

338. A Services-As-Needed (SAN) employee must meet and maintain all requirements identified.
339. **Purpose:** To supplement unit based staffing on an as needed basis to maintain established baseline (full and part time permanent employees and SANs who are assigned to a primary area of work) staffing guidelines.
340. **General Requirements**
- A. Evidence of current licensure/certification and competency must be on file with the Human Resources Department as applicable to the department.
  - B. Minimum experience must be consistent with applicable job description specifications. All SANs must meet the requirements applicable to the area(s) they work.
  - C. Participation in Annual Competency Review/Skills Fair is mandatory and will be reimbursed.
  - D. SAN staff is invited to attend optional in-service programs on their own time.
  - E. SAN employees are required to attend a reasonable orientation period per the policies of the assigned area/department.
  - F. SAN staff must follow the rules, regulations, procedures, and protocols of AHS, hospital, department and specific assignments.
341. **Assignment Union is willing to move 341 A-H to Article 7.**
- A. SAN staff will identify a primary area of work and may select an alternate area in which he/she is qualified/competent.
  - B. The primary area of work obligations must be met prior to a SAN employee working in an alternate setting.
  - C. A confirmed SAN employee's shift in their primary work area cannot be bumped by a SAN employee's alternate area. Once any SAN's shift has been confirmed, said shift cannot be cancelled to accommodate a request for the shift by a regular part-time employee, a regular full-time employee, a SAN with greater seniority, or registry/traveler.

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- D. SAN employees may submit a calendar of availability to the manager to assist with scheduling. An employee may request an initialed receipt of the calendar or the calendar signed as received back; such a request shall not be denied.
- E. Full and part-time permanent employees and then SAN employees (inclusive of 120-day retirees) shall each in turn have an exclusive view of and bidding rights to all available shifts for a minimum of 72 hours after initial posting of the preliminary schedule. A 120-day retiree's seniority shall be determined by the number of hours worked since the SAN's rehire after retirement.
- F. Shifts will be awarded based on 1) the MOU and 2) the calendar of availability submitted by the SAN. It is not the intent of AHS to adjust regular employees' shifts to accommodate SANs. SANs shall be scheduled before registry, travelers or any other temporary workers pursuant to paragraph G. below.
- G. Extra shifts are assigned in the following order:
1. Full and part time permanent employees up to 40 hours worked in the week not resulting in time and one half.
  2. SANs up to 40 hours per week
  3. Registry and/or travelers as long as such hours do not result in time and one half.
  4. Time and one half overtime for permanent full and part time employees
- H. Confirmed shifts are not guaranteed and may be canceled depending upon the staffing needs. Registry and travelers shall be canceled before permanent employees and SANs providing they are all working the same area/department. SANs whose shifts are canceled have the option of bumping registry or travelers working hours over and above their normal schedule on either of the next two consecutive shifts.
- I. SAN employees are accountable to the Department Manager/Supervisor for the shift they are working. If a shift is awarded, the SAN is responsible for that shift, unless he/she has provided at least ten (10) calendar days' notice of cancellation.
- J. All SANs are subject to disciplinary action for violations of policies, practices and this Agreement. ~~union agreements.~~
1. ~~SANs whose worked hours average less than the equivalent of a .60 FTE over 26 weeks just previous to the date of the disciplinary action, shall be entitled to progressive discipline as follows: letter of reprimand, one suspension (taken off the schedule for some period~~

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~~of time) and then termination. The Skelly hearings for suspensions and termination for this group will be with one hearing officer, will be held on a date certain with no cancellations (the SAN and/or the Union can submit a written response to the charges if unable to attend the hearing) and will be appealable through the grievance procedure up to expedited arbitration.~~

~~2. — SAN whose worked hours average at or more than a .60 FTE over 26 weeks just previous to the date of the disciplinary action, shall be entitled to the same disciplinary process as permanent employees as delineated in Article 28.~~

- K.** It is at the discretion of Department Manager/Designee to reassign a pre-scheduled shift to another equivalent clinical area based on need, qualifications, and competency. (For example, a SAN booked for 7E but needed on 7W can be reassigned (floated) as long as the required competencies are met.)

**342. Scheduling**

- A.** Confirmed/awarded shifts for SAN employees will be posted at least 10 days prior to the schedule start date. If an 8-hour SAN employee schedules himself/herself for a 12-hour shift on a 12-hour unit, the SAN will be paid at the straight time rate, except that all hours over 40 hours per week are to be paid at the overtime rate. Regardless of whether a SAN employee is normally designated to work on a 12-hour Unit, should the SAN be scheduled into an 8-hour shift, any hours worked beyond the initial 8 hours shall be paid at the overtime rate.
- B.** Regular Full-time and Regular Part-time employees will have preference in choosing shifts (up to 40 hours) over SANs (inclusive of 120-day Retirees) who will have preference over registry/travelers.

Scheduling of all SAN Employees (inclusive of 120-day Retirees) will be done in the following order:

- 1) SAN Employees who are scheduled to fill temporary vacancies by rotating seniority order.
- 2) SAN Employees within their clinical area by rotating seniority order.
- 3) SAN Employees scheduled outside their primary area by rotating seniority order.
- 4) SAN Employees working overtime in rotating seniority order.

When a scheduling conflict exists between 2 or more SAN Employees (inclusive of 120-day Retirees), the most recently cancelled Employee shall be

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awarded the shift. Should two or more employees in conflict all be cancelled for the same shift, seniority shall govern.

- C. Should a position (or a repeating block of schedule) become available due to an extended absence that block of shifts shall be made available to regular AHS Employees first in the following order- full-time up to 40 hours, part-time up to 40 hours, and then SANs (inclusive of 120-day Retirees) and further provided they have the necessary qualifications and skills to perform the function. If, for some reason, the AHS employee cannot continue in the position, AHS may again offer that block of shifts in the order cited above (full-time up to 40 hours, part-time up to 40 hours, SANs (inclusive of 120-day Retirees) to registry/traveler.
- D. Confirmation of SAN employee shifts will be determined by the following criteria and in the order listed:
  - 1. SAN employees assigned to fill temporary vacancies.
  - 2. Additional shifts above availability requirements that will not result in premium overtime.
- E. When a SAN employee agrees to come in as a late call, they will be paid from the time of the call if they arrive within 1 hour of the call. If they arrive after 1 hour of the call, they will be paid from the time that they arrive.
- F. If no shifts are posted or available for a SAN in their home unit and they have informed the manager of availability the SAN is deemed to have fulfilled their availability requirements under this Article ~~not subject to availability requirements below.~~

**343. Availability Requirements**

- A. SAN employee shall be available for four (4) shifts per four (4) week scheduling period, two (2) of which shall be weekend shifts. SANs must make themselves available and/or take shifts on days that have openings for which they are needed. For the current computer program, for example, that means being available and taking shifts on days that are marked open.
- B. A SAN employee may request inactive/unavailable status subject to a thirty (30) day advance notice, except in emergency situations. Such leave is subject to a thirty (30) day per year limit and shall not be made during the holiday season (described below).



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C. A SAN employee must be available to work at least two (2) designated shifts in the holiday period and shall work a minimum of one (1) shift for the holiday period described below:

- Thanksgiving Day and the day after Thanksgiving
- Christmas Eve (NOC's)
- Christmas Day
- New Year's Eve (NOC's)
- New Year Day

SANs will make their choices by listing in order of priority all of the five holidays above they would prefer to work, with the first being their highest preference and the last being the lowest. Each SAN will then be assigned holidays to work to meet the minimum requirements above in this paragraph.

The process of assigning holidays will be completed and finalized by October 1<sup>st</sup> of each year.

**EXCEPTIONS:** SAN employees only working in areas which are closed on weekends and holidays are exempt from the weekend and holiday requirement.

344. **Cancellation of all SAN Employees' Shift by AHS**

A. Cancellation of a SAN employee (inclusive of 120-day Retirees) will be done in the following order:

- i SAN employee working overtime in rotating inverse seniority order.
- ii SAN employees scheduled outside their primary area by rotating inverse seniority order.
- iii SAN employees within their clinical area by rotating inverse seniority order.
- iv SAN employees who are scheduled to fill temporary vacancies by rotating inverse seniority order.
- v When a scheduling conflict exists between 2 or more SAN Employees (inclusive of 120-day Retirees), the most recently cancelled Employee shall retain the shift. Should two or more employees in conflict all be cancelled for the same shift, seniority shall govern.

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- vi Cancellation of a shift by a SAN employee will follow standard department procedures. SAN cancellation must have manager approval. A SAN may be cancelled by the staffing office, house supervisor, manager or manager designee.
- B. Cancellation of a shift by the designated department representative will occur a minimum of 2 hours prior to the start of that shift.
- C. If a SAN employee has been advised that his/her shift was canceled, the shift will count towards that SAN's availability.

**Section 24.2. Float Pools**

345. For certain designated AHS departments below, AHS agrees to set up a float pool made up of part time float employees usually .60 FTEs (managers have the discretion to establish float positions at a higher FTE with the approval of HR). The number of FTE's in this float pool will be more or less equal to 35% of the replacement factor in each of the areas for each of the titles noted in the areas in the attachment.

The designated areas and number of FTEs and .6 positions are:

- i Patient Business Services- Eligibility Clerks and Eligibility Specialists
  - ii Ambulatory Care- Eligibility Clerks and Winton ACE and Ambulatory Care Administration Medical Assistants
  - iii Food and Nutrition- Diet Clerks, Cooks and Food Service Workers
  - iv EVS- Housekeeping Workers and Porters
  - v Pharmacy- Pharmacy Technicians
  - vi Central Supply/Materials Management- All SANS
  - vii Nursing
    - a. JGPP- CN II, LPT/LVN and MHS
    - b. Fairmont/Rehab-, LVN and CAN
    - c. Respiratory Therapy- Respiratory Care Practitioners/Registered Respiratory Therapists
346. Each float position will be posted and filled pursuant to Article 27. The Union can ask for a meeting with the CHRO to discuss whether a written reprimand should bar an employee from consideration; the CHRO's decision is final and binding.

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347. Those chosen for a float position will be given a letter outlining the parameters of their schedule/assignment and the signed agreement prior to their start date. Float employees must follow the schedule and daily assignment given them by their supervisor. Assignments cannot be refused. Changes to the general schedule/assignment parameters in the letter can be done pursuant to the MOU. Float pool employees shall not be required to work more than every other weekend depending on need.
348. Float employees will be prospectively entitled to health and dental benefits as defined in the various agreements with SEIU.
349. The calculation of the 35% replacement factor for the departments listed above will be done as follows:
- A. All actual SAN hours (not including the scheduled “grandfathered” SAN hours) including Float Pool hours as well as registry and traveler hours worked in the unit by campus (if applicable) in the six months prior to the date of calculation times 35%. This will yield the replacement factor to be filled by Float Employees for each shift.
  - B. For the departments listed above that are not 24/7, only one replacement factor would be calculated. Float positions would be expected to work all shift schedules for that department.
  - C. After the initial calculation above to set up the float pools, either party may request a recalculation of the replacement factor to adjust the Float Pool FTEs for all the listed departments. Such requests may not be made less than six months after the last calculation unless otherwise agreed. These subsequent calculations will include both Float Pool and SAN hours worked.
- ~~350. Seniority for Float Employees will be based on the MOU definition of seniority (Article 25). Vacation seniority will be based on seniority as defined in the MOU (Paragraph 146).~~
- ~~351. Layoffs of Float Employees will be handled through the layoff processes in the MOU.~~

**Section 24.3. Conversion of Services-As-Needed Employees to Regular Status.**

352. If a Services-as-Needed (SAN) employee is assigned to work a regular part-time or full-time schedule for four (4) months during any rolling twelve (12) month period and subject to the other conditions of this paragraph, the SAN or the Union may request the SAN be converted to a regular part-time or full-time position. The rolling twelve (12) month period is initiated by the request for conversion. Upon receiving

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the request and verifying eligibility, within sixty (60) days, AHS will convert the SAN employee to a regular employee.

Conversion will not occur if the SAN is filling a position or a vacancy created by an approved and documented long term leave or if filling a position for an employee on vacation or utilizing PTO. A long term leave for purposes of this paragraph is an approved leave of five (5) working days or more. If a SAN continues to work in the position after the expiration of the approved leave, the rolling twelve (12) month period will begin to run upon the expiration date of the approved leave.

A SAN assigned to work the equivalent of a part-time schedule will be converted to a regular part-time position, and the SAN assigned to work the equivalent of a full-time schedule will be converted to a regular full-time position.

If there is not a vacant position in the department or unit in which the SAN is working at the time of the requested conversion, AHS may convert the SAN by offering the SAN a regular full-time or part-time position in the same classification in another department or unit where there is a vacant position. AHS will not refuse or fail to convert an eligible SAN based on the lack of a vacant position.

353. SEIU Local 1021 or the employee may submit a form to the Human Resources Department requesting review for conversion.
354. If the SAN employee is filling a vacancy created by a regular employee who is on a leave of absence, the SAN employee's request (for conversion) will be considered after expiration of the leave. When the regular employee returns to work, the regular employee may be entitled to return to the position occupied by the SAN in accordance with applicable law, as well as AHS policies and procedures. When the regular employee returns to work the provisions of Article 28 may apply.
355. When the employee requests to be converted to full or part time status, AHS Human Resources Department will conduct audits to determine the employee's eligibility for conversion based on the criteria established above and to assess departmental staffing needs.

If the employee is eligible for conversion to regular status, the Human Resources Department will complete such transaction within twenty-one (21) calendar days of the receipt of the request from the employee.

356. Disputes regarding such conversions shall be subject to Article 32, Grievance Procedure.
- ~~357. Within forty-five (45) days of the ratification of the 2017-2020 MOU, AHS will meet with SEIU Local 1021 concerning any SAN employee who desires to convert to a regular, full, or part time position and who has been in a SAN position for the prior~~

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~~five (5) years. The parties will evaluate the SAN employee's eligibility for conversion under the criteria described above.~~

For AHS:

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For SEIU 1021:

*mm 5/1/21*

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**ARTICLE 27. JOB VACANCIES, POSTING, AND BIDDING**

**368. Posting of Vacancies.**

When vacancies covered by this MOU occur, ~~those vacancies transfers opportunities and promotions will be sent electronically to all employees in the classification and SEIU 1021 as well as posted online for internal candidates and in the unit or facilities by AHS the manager~~ for at least seven calendar days and will be filled by seniority from internal qualified applicants pursuant to this Article ~~in the same job classification~~ prior to ~~considering external applicants within that unit~~. If, after posting the position for seven days, there are no applicants, the position will be posted by Human Resources electronically for both internal and external applicants. ~~Ambulatory Care v Vacancies will be posted according to where the titles are utilized. If the title is utilized in only one clinic, the posting will be at that clinic; if the title is used at all the clinics, the posting will be at all the clinics.~~

Notices of such vacancies shall be posted at one mutually agreed upon predesignated locations at each of the free-standing clinics, Highland, Fairmont (two locations), San Leandro Hospital, and John George for seven (7) calendar days prior to filling the position. ~~interviews for the vacancy. All internal applicants who apply during the first seven days will be interviewed and considered pursuant to Paragraphs 370 or 372 as appropriate before external candidates.~~ This does not prevent AHS from filling a posted vacancy on a temporary basis not to exceed sixty (60) days prior to filling the position. The foregoing sixty (60) day limit shall not apply to situations where AHS is filling a position temporarily vacant because of a leave of absence or because no qualified applicant has applied for the position.

**369. Notice to Unions.**

When vacancies occur in positions subject to this MOU, AHS shall notify the Union and shall afford an opportunity to send potential applicants.

**370. Special Job Requirements.**

Special job requirements shall appear on position postings (such as clinical and program requirements, certifications or bilingual proficiency). If SEIU reasonably believes that position requirements are being tailored to exclude certain internal candidates, the Union will bring such concerns to the attention of the CHRO who will investigate and adjust the requirements accordingly.

**371. Bidding on Posted Positions.**

Promotions are title changes up to a higher job classification.

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There are two types of transfers:

- a. A transfer to a different title that is not a higher job classification
- b. A transfer with a change in status, shift or department in the same job classification.

**374. Preferences for Transfers within the Same Classification.**

Any current employee may apply for any posted vacancy in the same job classification. ~~by submitting a written application.~~ Preference for Transfers ~~as defined in paragraph 369~~ shall be given in the order listed below, and among bidding employees from the same classification, seniority shall govern. ~~The prior sentence is subject to the provisos that (1) To be eligible for a transfer within the same job classification, the bidding employee must (1) meet all reasonable qualifications of the job established by AHS (the Union has the burden of establishing that the qualifications established are unreasonable), (2) the applicant employees is be in good standing, and (3) where an employee is applying for a different classification, ability and performance must be approximately equal in AHS's judgment, and (4) except in cases in which a previous award of a position is waived as a disqualifying factor by the mutual agreement of the parties; the applicant has not not have been awarded a new position in the past six months; which shall start after such time as the employee completed specialty training. "Six months" as used in this paragraph begins at the completion of specialty training, if any. The eligibility qualifications in this section can be waived by agreement of the parties. "Good standing" means that there has been no disciplinary action of Reminder 2 or higher in the personnel (H.R.) file within twelve (12) months of the date of the application. Positions will be awarded by seniority within categories in the following order:~~

~~A. External applicants will not be considered unless there are no qualified internal applicants.~~

~~A. Regular full-time and part-time employees from the same classification and scheduling unit.~~

~~C. Regular full-time and part-time employees from the same classification in other scheduling units.~~

~~B. Services-As-Needed employees in the same classification from the same scheduling units.~~

~~E. Services-As-Needed employees in the same classification from other scheduling units.~~

~~F. Other applicants within AHS.~~

~~G. Outside applicants, if there are no qualified internal applicants.~~



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~~375. If there is a mixture of internal applicants, those for whom the posting is a Change of Status take precedent over promotions.~~

**372. Preferences for Promotions /Transfer to a Different Classification with Title Change.**

Any current employee may apply for any posted vacancy by submitting a written application on line. Preference for promotions or transfers to a different classification with a title change will be given to existing current AHS employees, provided they applied prior to an offer being extended to another applicant, that applied during the first 7 days of the position being posted on line. as defined in Paragraph 369 will be made by seniority. ~~The prior sentence . The prior sentence is subject to the provisos that~~ (1) To be eligible for a transfer to a different job classification or a promotion, the bidding employee must (1) meet all reasonable qualifications of the job established by AHS (the Union has the burden of establishing that the qualifications established are unreasonable), (2) ~~the applicant employees is~~ be in good standing, and (3) where an employee is applying for a different classification, ~~ability and performance must be approximately equal in AHS's judgment, and~~ (4) ~~except in cases in which a previous award of a position is waived as a disqualifying factor by the mutual agreement of the parties, the applicant has not not have been awarded a new position in the past six months, which shall start after such time as the employee completed specialty training.~~ “Six months” as used in this paragraph begins at the completion of specialty training, if any. The eligibility qualifications in this section can be waived by agreement of the parties. “Good standing” means that there have been no disciplinary Reminder 2 or higher in the personnel (H.R.) file within twelve (12) months of the date of the application. Positions will be awarded by seniority within categories in the following order:

~~A. External applicants will not be considered unless there are no qualified internal applicants.~~

~~B. Regular full-time and part-time employees. from the same classifications and scheduling unit.~~

~~B. Regular full-time and part-time employees from the same classification in other scheduling units.~~

~~C. Services-As-Needed employees. from the same classification and the same scheduling units.~~

~~D. Services-As-Needed employees from the same classification from other scheduling units.~~

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~~E. Other Applicants within AHS.~~

F. Outside applicants if there are no qualified internal applicants.

373. AHS may hire the outside applicant or less senior employee, if the less senior employee or outside applicant is substantially more experienced and/or has substantial training and education in the job duties in question such that he/she does not require extensive orientation or the more senior employee shall require more than 60 days training and orientation to the new position, or if 20% of the employees in the classification of that Unit, Department, or Work Unit do not have adequate experience in the position. If the position is awarded to a less senior employee or an outside applicant, the Chief Human Resources Officer must approve.

~~374. — Preferences for Transfers.~~

~~Any current employee may apply for any posted vacancy in the same job classification by submitting a written application. Preference for Transfers as defined in paragraph 369 shall be given in the order listed below, and among bidding employees from the same classification, seniority shall govern. The prior sentence is subject to the provisos that (1) the bidding employee must meet all reasonable qualifications of the job established by AHS (the Union has the burden of establishing that the qualifications established are unreasonable), (2) the applicant employee is in good standing, (3) where an employee is applying for a different classification, ability and performance must be approximately equal in AHS's judgment, and (4) except in cases in which a previous award of a position is waived as a disqualifying factor by the mutual agreement of the parties, the applicant has not been awarded a new position in the past six months, which shall start after such time as the employee completed specialty training. "Good standing" means that there has been no disciplinary action of Reminder 2 or higher in the personnel (H.R.) file within twelve (12) months of the date of the application. Positions will be awarded by seniority within categories in the following order:~~

~~A. External applicants will not be considered unless there are no qualified internal applicants.~~

~~B. Regular full-time and part-time employees from the same classification and scheduling unit.~~

~~C. Regular full-time and part-time employees from the same classification in other scheduling units.~~

~~D. Services-As-Needed employees in the same classification from the same scheduling units.~~

~~E. Services-As-Needed employees in the same classification from other scheduling units.~~

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~~An employee who is rehired or recalled within twenty-four (24) months from the termination into a position in which he/she held tenure, in accordance with the layoff policy, shall return to the same salary step, and vacation accrual rate and shall have his/her original seniority date, adjusted for the period when not employed by AHS.  
<concept moved to layoff and recall section Article 28>~~

For AHS:

For SEIU:

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~~F. Other applicants within AHS.~~

~~G. Outside applicants, if there are no qualified internal applicants.~~

~~375. If there is a mixture of internal applicants, those for whom the posting is a Change of Status take precedent over promotions.  
<moved above>~~

**376. Notice of Awarding of Position.**

Employees submitting a written bid for a posted vacancy under this subsection shall be informed by AHS if they have or have not been awarded the vacancy.

**377. Restriction on Written Bids.**

It is understood that any written request under this Section is limited to vacancies or potential vacancies in positions subject to this MOU.

**378. Displaced Employees.**

Employees on displaced status may submit a bid for an existing or potential vacancy under the provisions of this Article. ~~and such bidding rights are in addition to the employee's recall rights as provided in this MOU.~~ It is the employee's responsibility to initiate any such bids, and AHS has no responsibility to notify displaced employees as to posted or potential vacancies.

**379. Maintenance of Seniority List.**

AHS will maintain a current seniority list of employees separated by classification, department, and category, i.e., full-time and part-time, in one grouping and Services-As-Needed in another grouping.

**380. Transfer, Promotion and Return.**

When an employee is promoted or transferred to a position covered by this MOU, ~~he/she~~ they shall serve a thirty (30) day evaluation period. The employee will be given a reasonable period of orientation **and training**. If, within the evaluation period, **(1) AHS decides in its sole discretion that the employee is failing to perform his/her their duties in a satisfactory manner or (2) the employee requests to return to their prior position if vacant, then** AHS shall return the employee to the position ~~he/she~~ they occupied prior to the promotion or transfer.

~~**381. Rehire and Recall**~~

*nc sh/w*

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**ARTICLE 28. DISPLACEMENT AND EMPLOYMENT SECURITY**

381. **Employment Security.** AHS will provide employment security to bargaining unit employees by making every effort to avoid displacing employees (e.g., reduction in force, reduction in hours, elimination on a temporary, indefinite, or permanent basis, etc.) insofar as it is feasible. There shall be no daily cancellations except that nothing herein shall preclude AHS from continuing its practice of canceling shifts of SANS and extra shifts.
382. To accomplish AHS's commitment stated therein, AHS and SEIU agree to establish a Work Force Planning Committee. The Committee shall convene for Work Redesign and Reductions in Force.
383. **Payment of Committee.** Representatives on the Committee will be provided paid release time whenever such meetings occur during the employee's work hours, provided that such time shall not be considered work time for the purposes of Article 16, Overtime.

**Section 28.2. Work Redesign**

384. In the event that AHS plans to engage in work re-design which will have a material impact upon employees represented by SEIU Local 1021, including but not limited to changes in technology, service delivery changes, or programmatic or system changes to workflow, it shall notify the union in advance, provide SEIU with a comprehensive plan for the redesign as detailed in the side letter and shall, upon request, meet and confer with the Union prior to implementing such changes. Such discussions will be limited to forty-five calendar days after which AHS may implement some or all the changes it seeks. Meetings can continue after implementation. For the purposes of this paragraph "material impact" means a change in the wages, hours or other terms and conditions of employment. If the redesign is projected to result in any reduction in SEIU members, it will be addressed through the Reduction in Force process below.
385. The Union may request that the Workforce Planning Committee meet concerning proposed regular schedule changes affecting cumulatively more than three employees over a rolling six month period however, such discussion shall be limited to 45 calendar days from the date of the request unless continued by mutual agreement. Unless there is an emergent need, such schedule changes will not be implemented until the Workforce Planning discussions are complete or after the 45 calendar day limit, whichever comes first.
386. The work of the Committee will include but not be limited to developing training, cross-training, promotions, educational opportunities, measures to internalize services performed by external providers, including registry and temporary workers and recommend work audits, do quantitative analyses and other measures to

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facilitate the changes. In addition, they may convene to consider projected changes in health care. In instances where there are two of the affected employees or 10% whichever is greater in a unit or facility as defined below or non-nursing department having the same or similar performance related issues upon introduction of the work redesign, re-evaluation of the training and trainer(s) will take place prior to the implementation of disciplinary action. This re-evaluation shall be completed within thirty days and will be shared with the Union and employees.

**Section 28.3. Reduction in Force**

387. In the event AHS is contemplating a reduction in force, AHS will notify SEIU in writing no fewer than fifty one (51) calendar days prior to the effective date of the reduction in force. This notice will include a justification as detailed in Side Letter #2 for the reduction in force. AHS is committed to promote transparency, accountability, and full communications in compliance with its obligations under state and local laws. The parties will meet and confer as part of Workforce Planning over the impact of the layoffs on employees for up to twenty-one (21) days. If, after the meet and confer process, employees will still be subject to reduction in force, those employees will receive a thirty (30) day notice of layoff. By mutual agreement, the parties may agree to extend the notice period.

The parties should mutually identify classifications where there are or may be job openings within AHS and hold those openings for employees facing displacement.

388. **Order of Displacement.** Displacement within all affected classifications shall be based on inverse seniority core-wide; their bumping rights will also be Center-wide by classification, provided the employee has the skill and ability to perform the work of the position into which the employee is bumping consistent with paragraphs below.
389. Bumping rights are at the discretion of the Chief Human Resources Officer, or their designee and depend on unit needs. Reorientation and training for a period of up to three (3) months can be provided for the displaced employee(s) in order to develop the necessary skills and competencies for a successful transition to the new assignment. Before considering bumping rights to a filled position, the CHRO, or their designee shall determine if there are any vacant posted positions that would be appropriate for the laid off employee to fill.

AHS and SEIU can mutually agree on an alternate bumping process during the notice period.

Before any regular full time or part time employee is displaced, first all temporary, then probationary employees within the affected classifications and layoff unit will be displaced. In addition, AHS will cease using registry employees within the affected classifications and layoff unit prior to any displacement.

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Employees who are hired into positions not represented by SEIU or promoted out of the SEIU bargaining unit may not utilize seniority with AHS to displace any SEIU represented employee. Such employees may displace into any remaining vacant positions budgeted within the SEIU bargaining unit after displacement of SEIU employees pursuant to provisions in this Article.

390. **Exceptions to Seniority for Displacement.** When specific positions within a classification require special skill, knowledge, or abilities, the Chief Human Resources Officer with agreement from the Union via the Workforce Planning Committee may designate specialties within a classification and treat such approved specialty as a separate classification for the purpose of displacement and demotion in lieu of displacement. Such agreement must take place within the timeframes in this Article or AHS will move forward with the process without such agreement.

391. **Process for Layoffs**

Affected employees will be sent notices of layoff 30 calendar days prior to the effective date of the layoff:

All affected employees have the right to apply for posted positions if they are qualified and will be given preference in those open positions after an interview.

392. **Appeal Rights.** All issues regarding layoffs shall be resolved through the reduction in force process of the Workforce Planning Committee. Layoffs will only be done for economy and/or efficiency and are not meant to be used to target employees for other reasons. Economy is defined as the financial savings AHS realizes through the layoff. Efficiency is defined as any improvement in operation that enables the organization to be more effective, including but not limited to any improvements to process, practice or policy. The Union can appeal layoffs directly to the third step of the grievance process; there will only be one group appeal of each layoff and there are no individual rights to appeal a layoff action. The only bases for appeals will be that 1) the layoff was not for economy and/or efficiency as defined in this paragraph or 2) the seniority or bumping rights were applied erroneously, or 3) the Employer did not engage in "good faith bargaining."

393. **Severance.** Employees who will be laid off at the end of the notice period above shall receive severance as follows:

From 6 months up to 5 years of employment	4 weeks pay of severance
From 5 years up to 10 years of employment	6 weeks pay of severance
From 10 years up to 15 years of employment	9 weeks pay of severance
From 15 years up to 20 years of employment	14 weeks pay of severance
More than 20 years of employment	16 weeks pay of severance

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Years of service for purposes of severance are determined by using the employees seniority date.

SAN employees are not eligible for severance.

Employees who accept severance are ineligible for rehire for the number of weeks they are paid severance after layoff.

394. The Chief Human Resources Officer, or their designee will offer all more senior employees in the job classification the severance package unless the parties mutually agree to limit the offer based on specialized needs. If more employees respond than there are positions to be vacated, seniority will prevail. In no event is AHS obligated to pay severance to more employees or equivalent FTEs than were proposed to be laid off.
- ~~395.~~ AHS and SEIU can mutually agree on alternate ways of offering this severance package for certain titles during the meet and confer process.
396. Employees who do not take this option do not receive severance at the end of the thirty day notice period.
397. **Lateral Movement to a Vacant Position.** An employee subject to displacement may be moved to a vacant position in his/her own classification or to a vacant position in an equal-paying classification, provided that such employee has held a position in that equal-paying classification.
398. **Lateral Movement to an Equal-Paying Position in Lieu of Displacement.** Where there are no vacant positions, an employee who has held a position in an equal-paying classification may displace the least senior employee in an equal-paying classification. The employee who has held a position in more than one (1) equal-paying classification does not have an option as to the classification in which the displacement will occur, but will be permitted to move only into the classification then filled by the employee with the least seniority.
399. **Demotion in Lieu of Displacement.** An employee in a classification affected by a reduction in force may elect to demote to a lower paying classification, provided that such an employee has held a position in the lower paying classification.
400. When both the employee demoting and the employee in the lower paying classification have equal seniority, the employee in the lower paying classification would be displaced first.
401. **Regular Employees' Rights to SAN Positions.** A regular employee who is not able to secure a regular position as a result of the above process. will be offered an



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SAN position in the affected classification, if the classification is one that has SAN positions.

402. **Notice.** Prior to any displacement, employees will be given notice of thirty (30) days pay in lieu of notice or any combination of pay and notice.

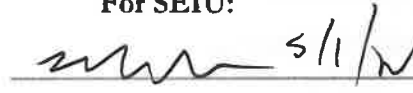
**Recall.** Employees are eligible to be recalled by seniority for two (2) years from the date of the displacement. An employee who is rehired or recalled within twenty-four (24) months from the termination into a position in which he/she held tenure, in accordance with the layoff policy, shall return to the same salary step, and vacation accrual rate and shall have his/her original seniority date, adjusted for the period when not employed by AHS

403. **Alternate Procedure.** The Union and AHS agree that they may meet and confer on an alternate procedure to be used in lieu of the foregoing, provided that there is mutual agreement on the procedure to be used. In any case, all such agreements as well as the alternatives described must be accomplished within the timeframes up to a maximum of 51 calendar days ending the 30<sup>th</sup> calendar day after the date of the layoff notices.

For AHS:

  
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*Desiree Moseley*

For SEIU:

  
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3/11/21



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**ARTICLE 31. DISCIPLINARY ACTION/NOTICE OF  
TERMINATION / PERSONNEL FILES**

**Section 31.1. Disciplinary Action.**

411. AHS agrees to the principles of progressive discipline where appropriate and to due process as set forth in this Article. It is the intent that disciplinary action be corrective in nature and will only be administered for just cause. Waiver of an employee's right to Union representation during a disciplinary meeting or step meeting will be in writing.
412. All problems employees have are divided into three categories or tracks:
- A. Attendance - violations of the attendance and other related policies.
  - B. Performance
    - i) Neglect of duties- generally knowing how to do the work but just not doing it or finishing it.
    - ii) Incompetence - not knowing how to do work which is reasonably in the job description. Training or retraining will be offered initially.
  - C. Behavior- conduct inconsistent with the employee's job description, the law, or AHS standards and policies.
- Disciplinary actions generally follow one of these tracks. Progressive discipline applies separately to each track or tracks although there could be occasions when the offenses cover two or even three tracks.
413. **Progressive Discipline Steps.** The following are the progressive disciplinary steps; they will be followed where appropriate. They should be initiated as soon as the continuation of the problem is evident, but in any event no later than 3 months after the performance improvement stages have been followed (Article 30). Unless waived, the employee will have Union representation at each of these steps in this Article. The step in the process is determined by factors including, but not limited to, severity of the offense, impact on patients, other employees and/or operations, date of the last discipline, and other mitigating or aggravating factors.
414. **Reminder One and Reminder Two.** At the meeting the employee will be reminded of the policy standard or performance/behavioral expectation and his/her responsibility to meet it. The employee will be asked to make a commitment to correct the issue and if that commitment is made, a memorandum memorializing the meeting and commitment will be jointly prepared by the supervisor/manager, the

employee and the Union and signed. A copy will be shared with all parties to the conversation and the memorandum will be placed in the employee's personnel file. If the employee does not want to accept the Reminder and instead wants to contest it, s/he will have the right to grieve Reminders One or Two up to Step 3. In this case the supervisor/manager will write the memorandum and that will be the basis for the grievance. In no event will supervisors, managers or HR be involved in, or recommend whether employees elect to accept a Reminder or appeal it. If the reminder is contested and upheld in the grievance process, it will be entered into the employee's personnel file and counted as a progressive step in the disciplinary process.

415. **Final Reminder or Suspension.** If the issue persists, another meeting will be held with the employee. The employee will be entitled to union representation in the event of a Weingarten meeting and the final meeting with the employee. He/she will be told of the pending problems that have continued and asked whether he/she could commit to change. If the employee commits in this meeting, he/she returns to work. If the employee does not commit and wants to contest the issue, AHS will issue a Skelly letter pursuant to the process described below for an appropriate suspension not to exceed five working days or 40 core shift hours, whichever is less. Suspensions are grievable to Step 4 (arbitration)
416. **Final Reminder.** If after the Final Reminder and commitment or suspension, the problem still persists, the employee is sent a Skelly letter as described below and the Skelly process is followed.
417. **Recommended Suspensions, And Terminations.** A recommended suspension/termination must be in writing by the supervisor/manager and served on the employee in person or mailed. The notice should include:
  - A. A statement of the nature of the disciplinary action.
  - B. A statement of the cause of the action.
  - C. A statement in ordinary and concise language of the act or omission upon which the action is based.
  - D. A statement of the employee's right to respond either orally at a meeting requested by the employee, or in writing and timeframes for responding.
  - E. Record of prior steps in the process.
418. **Notice of Termination.** In the event of termination of an employee subject to this Memorandum of Understanding for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which relates to the employee's job, the Department Head or his/her designated agent shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date he/she would be entitled to such notice, it

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shall be mailed to him/her on such date. Time spent on the job during such ten (10) day notice period by a probationary employee shall not be counted toward completion of the probationary period. AHS agrees to furnish a copy of any such notice to the Union, unless the employee requests otherwise, but failure to receive such notice shall not invalidate such termination.

419. **Skelly Hearings.** The Union and AHS staff will meet periodically to jointly schedule hearings in advance. Scheduling will be determined by the Union's reasonable estimate of the amount of time it will take to investigate and prepare their case. Hearings will be presided over by one Skelly Officer and shall be conducted on the 2nd and 4th Thursday of each month; hearings outside of this schedule shall be by mutual consent of both parties. Cancellations will only be by mutual consent unless there are emergency circumstances beyond either the Union's or the employee's control. The Skelly officer will make the final determination if a hearing should be rescheduled because of an emergency circumstance or order an alternate remedy. The Union will make reasonable, timely requests for information and AHS will comply in a reasonable, timely manner.
420. **Appeal of Skelly Decision.** The Union or the employee shall have ten (10) days after receipt of the written Skelly decision in which to submit a written appeal of the discipline. Any appeal shall be pursued under Article 32, Grievance Procedure, by filing a grievance at Step 4 (arbitration).
421. **Weingarten Rights.**
- A. AHS will perform an investigation of allegations as needed, including Weingarten interviews.
  - B. **Rights Described.** AHS shall permit employees to be represented during investigatory meetings consistent with the principles established by the United States Supreme Court in the matter *Weingarten vs. NLRB*, as modified by the courts and the NLRB.
  - C. **Failure to Grant Weingarten Rights.** If an employee is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the employee is provided such rights and no disciplinary action shall take place until after the meeting is held.

**Section 31.2. Personnel Files.**

422. **Review of Personnel (H.R.) Files.** An employee, alone or accompanied by a Union Representative, shall have the right to review his/her personnel (H.R.) file or authorize his/her Union Representative in writing to conduct such a review. Upon presentation of a written authorization signed by the employee the Union Representative may request a copy of the employee's personnel record. AHS shall provide one copy of the record without charge. AHS may verify any written authorization. The Union's access to employee records shall be for good cause only.

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Third party reference material shall not be made available. Such inspections shall be arranged in advance with Human Resources.

423. **Placement and Removal of Disciplinary Material in Personnel (H.R.) File.** No disciplinary material shall be inserted in an employee's personnel (H.R.) file without his/her prior notice. Discipline will be removed from an employee's official personnel (H.R.) file upon request of the employee after two (2) years from the date of the Skelly Decision or Settlement Agreement. All requests must be presented in writing to the CNE/Department Manager or Designee. Provided that no discipline of a similar nature has taken place for two years, failure of the Employee to have the discipline removed does not grant permission for AHS to continue to utilize the materials in subsequent actions; materials that are greater than two years old are considered stale and unusable. This does not apply to disciplines for patient abuse.

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**ARTICLE 32. GRIEVANCE AND ARBITRATION**

427. **Purpose and Definitions.** The purpose of the Grievance Procedure is to resolve disputes as expeditiously as possible. If an employee or the Union has a grievance or complaint, it shall be taken up in the manner set forth in this paragraph. References to an AHS manager or officer shall include his/her designee. A grievance is an allegation by an employee, group of employees or the Union that AHS has violated written AHS policies and procedures or interpretation or application of a provision of this MOU provided that the issue is within the scope of representation as defined in Government Code Section 3504. No employee shall be subject to reprisal for using or participating in the grievance and arbitration procedure of this Agreement.
428. **STEP 1. Informal Meeting with Supervisor.** ~~As a preliminary step, Before beginning the formal grievance procedure, the an individual employee or group of employees may shall first confer attempt to resolve the matter informally with their~~ with his/her supervisor, or other appropriate manager, to attempt to resolve the matter prior to filing a written grievance. If the matter is not resolved pursuant to this informal meeting, or if the supervisor/manager refuses to meet informally, a written grievance may be initiated at Step 2, as provided below. No grievance shall be processed unless the employee or Union has attempted to meet with and/or notified the supervisor/manager. This preliminary step shall not apply to Union Grievances under Paragraph 437.
429. **STEP 2. ~~Submission of Written Grievance to Department Director/Manager.~~** A grievance by an employee or groups of employees that remains unresolved after the informal meeting is to be submitted in writing via email to Grievance@AlamedaHealthSystem.org to the Department Director/Manager, with a copy to Labor Relations, within sixty (60) calendar days of the date upon which the grievant(s) or the Union knew the facts that gave rise to the grievance. The grievance shall state:
- A. The section of the MOU or written policy or procedure violated;
  - B. The detailed facts upon which it is based;
  - C. The affected individuals known at the time of filing;
  - D. The remedy that is sought;
  - E. ~~The date of the informal meeting with the supervisor/manager.~~

Within ten (10) days of the written submission, there shall be a Step 2 meeting with the Director or VP for the facility, or corresponding administrative level, or they

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~~shall provide a written response. Upon receipt of a Step 2 grievance, AHS the Department Director/Manager The Director/Manager or administrative management representative shall meet with the grievant(s) and the Union Shop Steward and/or Union Representative within ten (10) calendar days of the receipt of the grievance. The AHS senior operational or administrative management representative shall respond to the Step 2 grievance in writing within seven (7) calendar days of the Step 2 meeting. If the AHS senior operational or administrative management representative denies the requested remedy, the Union may appeal the matter in writing via email to Grievance@AlamedaHealthSystem.org to Step 3 within ten (10) calendar days of receipt of the written Step 2 response or, if there is no response, within twenty-two (22) calendar days of the filing of the grievance at Step 2, the grievance shall automatically advance to Step 3.~~

430. **STEP 3. Meeting with the CAO.** Within ten (10) ~~business calendar~~ days of receiving the request, there shall be a Step 3 meeting with the CAO or his/her designee, provided that any designee shall not be the same senior operational or administrative management representative who heard the grievance at Step 2. AHS shall provide the Union with its final written response within ten (10) days of the conclusion of the Step 3 meeting. If the grievance is not settled, within thirty (30) days of the written Step 3 response, the Union may provide written notice to AHS that the grievance will either party may request in writing that the matter be referred to Step 4, Arbitration.

431. **STEP 4. Arbitration.** The arbitrator will be selected by representatives of AHS and the Union. AHS and the Union shall each pay one-half (1/2) of the costs of arbitration, including the fees of the arbitrator and other expenses of the arbitration proceeding, including a reporter, but not including compensation of costs of representation, advocacy or witnesses for either party.

~~432. **Union Grievances.** Grievances by the Union under Paragraphs 6, 7, or 8 of this MOU, Article 1—Recognition may be filed at Step 3 of the Grievance procedure.~~

433. **Time Limits.** Time Limits. The time limits established in the grievance procedure may only be waived by the mutual written agreement of the parties. No grievance or complaint shall be considered unless it has first been presented in writing at Step 2 within sixty (60) calendar days of the date upon which the grievant or the Union knew, or with reasonable diligence, ought to have known of the facts that gave rise to the grievance, and no grievance shall be submitted to arbitration unless a written demand to arbitrate (submission to Step 4) is presented within thirty (30) days of the final Step 3 response. On no account shall any grievance include a claim for money relief for more than one hundred and twenty (120) days prior to the date of the grievance was submitted in writing at Step 2 and until the violation is corrected and/or the grievance remedy is implemented. With the exception of Step 4, if AHS

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fails to adhere to the time limits set forth in the Grievance Procedure, the grievance will be automatically advanced to the next step.

434. A monthly report of pending Step 2, Step 3 and Step 4 grievances shall be issued by Labor Relations to the affected Union and the Chief of Human Resources.
435. **Authority of Arbitrator.** The arbitrator's award shall be final and binding on the parties.

The arbitrator's authority shall be limited to the interpretation and application of specific provisions of this MOU or written AHS policies and procedures, and he/she shall have no power to add to, to subtract from or to change any of the terms or provisions of this MOU. The award shall be based upon the joint submission agreement of the parties, or in the absence of an agreed submission, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.

436. **Disciplinary Actions.** Appeals of disciplinary actions are covered under Article 31.
- ~~437. To expedite arbitrations and therefore speed justice for both the Union's members and AHS, the Union agrees to establish a panel within Local 1021 to screen what grievances and disciplinary actions move forward to arbitration.~~

For AHS:

FOR SEIU

 5/1/21



SOCIAL SERVICES CASELOADS

**MEDICAL SOCIAL WORKERS**

<b>448. <u>448 Service/Program</u></b>	<b><u>Effective Caseload Size</u></b>
Inpatient Services	Caseload of 18
ER	Caseload of 8
Outpatient Services	Caseload of 8
Skilled Nursing	Workload consistent with applicable law (Title 42)
Acute Rehab Unit	Caseload of 20

**PSYCHIATRIC SOCIAL WORKERS**

Caseload of 8 3 Groups/Day	Caseload of 9 2 Groups/Days	Caseload of 10 1 Group/Day	Caseload of 12 No Groups
Psych Social Worker/PES		Caseload of 10	
Outpatient Psych		Caseload of 24	
Substance Abuse		Caseload of 25	
Sexual Assault		Caseload of 50	
Domestic Violence		Caseload of 50	

It is the practice and policy of Alameda County Medical Center Department of Medical Social Services that when workers are absent on approved leave for five or more consecutive workdays, they shall be removed from assignment rotation during the period of their absence.

The Department of Medical Social Services will prepare a report regarding current cases with the number of assigned workers and forward such report to the Chief Operating Officer and the Union twice a year. The report shall include, but not be limited to, the following elements:

- A. Number of cases assigned by program

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- B. Number of case-carrying Medical Social Workers by program
- C. Personnel changes that may affect case assignments such as resignations, individuals on leave, etc.

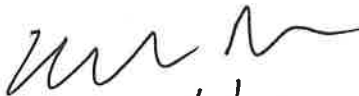
Any proposed changes in the effective caseload size or creations of new categories shall be subject to meet and confer.

**REHABILITATION COUNSELORS:**

For full time therapists who are employed as Rehabilitation Counselors in AHS Outpatient Psychiatric Services, Staff will be assigned a caseload standard of 24 service units.

- i) One unit of service is defined as one group session.
  - ii) For patients that are enrolled in the Partial Hospitalization program, one client is defined as one unit of service.
  - iii) For patients that are enrolled in the Outpatient Clinic, one client is defined as .66 unit of service.
  - iv) For part-time therapists, the service standard will be prorated based on hours worked.
449. It is the intent of AHS to maintain these levels through the term of the agreement. In the event of regulatory changes or layoffs that affect the services provided by this work unit, the parties will meet and confer to consider changes in these standards.

**AHS agrees to meet and confer regarding review of social services case loads no later than 90 days following ratification of this contract.**

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December 21, 2020**

**NEW ARTICLE – Payroll Errors**

- A. Employees will report all payroll errors to their managers as soon as possible. Payroll errors resulting from AHS recording errors will be corrected within three business days of receipt of written notification to the Payroll Department. Payroll errors resulting from employee errors, *e.g.*, not recording correct clock-in/clock-out time, will be paid by the next payroll cycle.
  
- B. AHS is responsible for ensuring that worktime is accurately and contemporaneously recorded. Employees will cooperate with AHS to accurately and contemporaneously record their worktime. Depending upon the capabilities of the payroll and timekeeping software being utilized, AHS will make daily timekeeping records available to employees within two business days (excluding holidays and weekends) of a written or electronic request by the employee or the Union. Prior to the issuance of a paycheck or the electronic deposit of an employee's pay, AHS will notify the employee of any variance to the employee's normal or regularly scheduled worktime and of any changes to the employee's normal and regular rate of pay. AHS will endeavor to notify the employee of such variances in sufficient time to allow for the correction of an error prior to the payday. AHS may satisfy the requirements of this provision by providing the employee access to his/her electronic time and pay record prior to the applicable payday.

For AHS:

For SEIU 1021:

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

**ARTICLE 40. TERM OF MEMORANDUM**

456. Duration:

A four (4) year contract, commencing on April 1, 2020 through May 31, 2024.

SIGNED AND ENTERED INTO THIS \_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

**For AHS:**

\_\_\_\_\_  
\_\_\_\_\_

**For SEIU:**

*2020 5/1/21*  
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**APPENDIX G**  
**Special Pay Provisions**

- a) ~~Barber Duties at Skilled Nursing Facility (SNF)~~. The current Nursing Assistant, assigned to barber duties, shall continue to be paid an additional 15% above the employee's regular straight time hourly rate of pay during the term of this Memorandum of Understanding, providing the employee remains duly licensed to perform such duties.
- b) ~~Licensed Vocational Nurses or Licensed Vocational Nurses Per Diem~~ previously paid 5% in the absence of a Clinical Nurse, or others assigned under this provision will now be compensated under Paragraph 234, Premium Conditions — Lead/Charge Differential.
- e) ~~Lead Clerks~~, when assigned to John George Psychiatric Pavilion and assigned and performing nursing ward clerk duties, and ~~Medical Clerks~~, when assigned and performing nursing ward clerk duties, shall receive an additional 5 percent compensation. (Formerly Alameda County Salary Ordinance 3-12.27). It is the intention of the AHS to meet and confer regarding the potential reclassification of these positions within 60 days of the ratification of this contract.
- d) ~~Pharmacist in Charge~~. Employees performing or assigned as the "Pharmacist in Charge" will be compensated under Paragraph 234, Premium Conditions — Lead/Charge Differential.
- e) Not to exceed one person occupying the position of **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 ten percent compensation.

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AHS to SEIU  
3/2/2020 11:21 AM

Tentative Agreement  
for 3/2/2020

~~Side letter of Agreement #1  
Between AHS and SEIU Local 1021  
Major Medical Supplemental Paid Sick Leave~~

~~1. Section 6.4.J (now Paragraph 147) of the SEIU Memorandum of Understanding (August 20, 2000 — August 17, 2003) carried forward the provision that employees who as of June 25, 1979, had completed the equivalent of 130 pay periods of continuous employment were eligible for major medical supplemental paid sick leave. The maximum aggregate lifetime eligibility for major medical supplemental paid sick leave is forty-four (44) days (352 hours). The following employees covered by this Memorandum of Understanding remain eligible for this leave based on the criteria detailed below:~~

~~Joe Anderson, Billing Technician II 330 hours~~

~~Eugene Caldwell, Hospital Maintenance Porter 330 hours~~

~~Laurie Gamier, Eligibility Specialist II 152.55 hours~~

~~Dorothy Hicks, LVN 330 hours~~

~~Dolores Jacobs, Secretary I 330 hours~~

~~Beverly Jew, Pharmacy Technician 352 hours~~

~~Roxanna Labrador, Eligibility Clerk 330 hours~~

~~Lillie Malone, Dental Assistant 330 hours~~

~~Alvina Martinez, Medical Clerk .04 hours Resigned 10/30/05~~

~~Donald Mc Andrews, Housekeeping Worker 330 hours J~~

~~ames Morrill, Pharmacist 352 hours~~

~~Willie Perkins, Medical Clerk 320 hours~~

~~Deloria Smith, Housekeeping Worker 330 hours~~


~~Constance Ward, Nutritionist 330 hour~~

~~2. The Department Manager or designee in his/her sole discretion, may grant major medical supplemental paid sick leave in those instances in which:~~



- ~~3. The employee exhausted paid cumulative PTO and extended sick leave entitlement accrued pursuant to Article 11 hereof;~~
- ~~4. The employee's absence is caused by a serious injury or illness regarding prolonged absence from work;~~
- ~~5. The work or duties of the employee requesting such paid leave are being performed by others in the employees work unit and another person has not been hired or assigned to the work unit to perform such duties.~~
- ~~6. The injury or illness was not incurred in the course of employment; and~~
- ~~7. The employee has not incurred a break in service subsequent to June 24, 1979.~~
- ~~8. The Department Manager or designee's determination to deny major medical supplemental paid sick leave shall be final and non-grievable.~~

SEIU Local 1021  
WV n 3/2/2020

Amanda Bus 3/8/2020  
3/2/2020  


Indeka 3/2/20

 3/2/2020  
Jim R 3/2/2020

Patricia of Muel 3-2-2020

Wang 3/2/2020

ESmiley 3/2/2020

Stacy Lee 3/2/2020

~~Ed~~ 3/02/2020 3:14 PM

July Sloan 3/2/20<sup>n.s.</sup>

Sharon Taylor 3/2/2020

Suska M<sup>c</sup>Call 3/2/2020<sup>2</sup>



Tentative Agreement  
3/2/2020

Side Letter of Understanding # 5 Union Offices

AHS agrees to provide the union with office space offices in appropriate locations on both the Fairmont and Highland campuses, ~~after the new Highland building opens in 2013 and space becomes available. The parties shall meet at that time to discuss available space.~~

For SEIU

For AHS:

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\_\_\_\_\_

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

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

for SEIU Local 1021

Pat M 3/2/2020

[Signature] 3/2/2020

Heleka Cook 3/2/2020

Patriciaff Maul 3.2.2020

[Signature] 03/2/2020

[Signature] 3/2/2020

Emiley 3/2/2020

[Signature] 3/2/2020

[Signature] 3/02/2020 3:06 PM

Gully Sloan 3/02/20

Ekana Taylor 3/2/2020

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Amanda Buss 3/2/2020

[Signature] 3/2/2020

