

Tentative Agreement  
Alameda Health System & SEIU Local 1021—RN Unit  
March 4, 2021

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**ARTICLE 1 RECOGNITION**

1.1 AHS recognizes SEIU Local 1021 as the exclusive bargaining representative for all fulltime, part-time and Services as Needed classifications as listed below:

53405	CRIT CARE OUTCOME APACHE ANLST
53410	CLINICAL NURSE III
53420	CLINICAL NURSE II
53422	CN II - INVASIVE SPECIALIST
53423	EMPLOYEE HEALTH NURSE
53425	CLINICAL NURSE I
53430	NURSE ANESTHETIST
53434	CN-II AMBULATORY ONCOLOGY NAVIGATOR
53435	CERTIFIED NURSE MIDWIFE
53439	PERINATAL CARE SPECIALIST
53440	CLINICAL NURSE SPECIALIST
	NURSE PRACTITIONER/PHYSICIAN ASSISTANT
53466	CN II - AMBULATORY CLINIC NURSE
53467	CN II - AMBULATORY INFUSION NURSE
53468	CN II - AMBULATORY PROCEDURAL NURSE
53472	NURSE, CARE MANAGEMENT
54365	CN II, CARE MGMT
54368	CN II-CASE MGMT-CARE TRANS PGM
54370	CN II, CASE MGMT CARE TRANSITION & COMPLEX CARE
54380	NURSE, CARE MANAGEMENT

**Additions to Bargaining Unit.**

When AHS shall create a new classification and/or title, 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.

1.2 **Disputes.**

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

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**Alameda Health System & SEIU Local 1021—RN Unit**  
**March 4, 2021**

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.

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.

**For SEIU Local 1021:**

*WJH 3/1/21*

**For Alameda Health System:**

*MICHAEL ASKIN, LABOR RELATIONS*  
*A. C. 3/5/21*  
*Stacey Ave*  
*Stacey 3/5/2021*

Tentative Agreement  
Alameda Health System  
7-21-2020  
Candice Spear  
SEIU 1021  
7-21-2020  
@ 4:14 p.m.

**Draft Tentative Agreement**  
**7-21-2020**  
**Time: \_\_\_\_\_**

**ARTICLE 2 NO DISCRIMINATION/NO RETALIATION**

**2.1 Discrimination Prohibited.**

Alameda Health System and ~~Neither the employer nor~~ the Union 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 (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. ~~for or against any employee or applicant for employment covered by the agreement, nor for purposes of hiring, wage rates, training, promotion, transfer, layoff, recall, or discipline on account of race, color, religion, national origin, age, sex, sexual orientation, marital status, physical or mental disability or medical condition, or political affiliation.~~

**2.2 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.

**2.3 Whistle Blowing/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.



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2.4 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.

2.5 AHS shall not leverage an employee's license or certification as a means to threaten, bargain, or retaliate against any employee.



Tentative Agreement  
Alameda Healthcare - 7/21/2020  
C. Ande Ippolito  
SEIU 9021  
7/21/2020 @ 4:14 p.m.

**ARTICLE 3      UNION SECURITY, BULLETIN BOARDS AND ACCESS ~~COMMUNICATIONS~~  
CONTACTS**

**3.1      Notice of Recognized Union.**

~~AHS shall post at a designated location within the employee work or rest area a written notice which sets forth the classifications included within the representation unit referred to in Article 1 hereof and which includes any classification existing at AHS, and the name and address of the recognized employee organization for each such unit. AHS shall also give a written notice to persons newly employed in representation unit classifications which notice shall contain 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. and a copy of the current Memorandum of Understanding to be supplied by the Union.~~

**X.X.      Data to Union**

~~On a weekly basis, The Union shall receive from AHS will provide the Union with an electronic list of bargaining unit employees': Full Name, Employee, Employee ID, Bargaining Unit, Job Title, Status, Department, Work Location, Work Email Address, Home Address, Home/Cell Phone Number, Personal Email if AHS maintains such information, Date of Hire, Seniority Date, FTE, Rate of Pay, and Pay Step. on a flow basis, but at least once biweekly, the names and addresses of all new employees hired within such units. 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 provided the employee pays Union dues, a service fee or a charitable contribution.~~

**3.2      Agency Shop Alameda Health System and SEIU shall comply with federal and state law in the deduction and remittance of membership dues and fees.**

**Payroll Deduction of Union Dues**

**3.2.1      Agency Shop. 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**





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shall be certified to AHS, in writing, at least thirty (30) ~~forty-five (45)~~ calendar days prior to the effective date of such change.

~~3.2.2 Where accomplishing changes in the dues amounts results in associated costs (machine, programming, etc.) such costs shall be paid by SEIU. AHS shall provide the union with estimated costs and estimated time of completion. The Union shall pay the agreed upon costs before AHS makes the changes.~~

Except as provided otherwise in this Article, employees in representation unit referred to in Article 1 hereof, shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be in compliance with current law.

### 3.2.3 Implementation.

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.

~~Where applicable and in accordance with the federal and state law, 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 will deduct membership dues effective the pay period following receipt of appropriate notice that an employee covered by this Agreement is a member of the union.~~

AHS shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.

Any employee hired by AHS subject to this Memorandum of Understanding shall be provided with a notice advising that AHS has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to AHS Payroll. If the form is not completed properly and returned within five (5)



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~~working days, the Finance Department shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first (1<sup>st</sup>) pay period of employment except that initiation fees shall be deducted in up to four (4) equal installments in successive pay periods, beginning with the first (1<sup>st</sup>) pay period.~~

~~Membership in an SEIU local union other than the Union recognized for the employee's representation unit and classification is permissible but will not affect the employee's obligation to become and remain a member of the Union representing his/her unit and classification or to pay a service fee in lieu of such membership to such union.~~

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. ~~or service fees check-off authorized.~~ 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 and service fees.

### 3.2.3. 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 on a form agreed to by the Union to and AHS, and 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.

### 3.2.4 ~~Religious Exemption.~~

~~Any AHS employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee~~



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payment. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the appropriate local union within fifteen (15) days of receipt by AHS. The Union shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by AHS. If challenged the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Article charitable deduction means a contribution to the Women's Refuge, the Emergency Shelter program or the Emergency Food Bank Network.

### ~~3.2.5 Financial Reports~~

~~Service Employees International Union, Local 1021, shall submit an LM2 pursuant to the Labor Management Reporting and Disclosure Act of 1959 and to Section 3546.5 of the California Government Code, to AHS once annually. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Article at the offices of the Union.~~

~~Failure to file such a report within 100 days of the close of each Union's fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until said report is filed.~~

### 3.2.6 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. ~~AHS shall also periodically provide a list of all persons making charitable deductions pursuant to a religious exemption granted herein.~~

### 3.2.7 Hold Harmless.

The Unions 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. Agency Shop 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.



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~~3.2.8 Suspension of Agency Fees~~

~~For the duration of any strike, sanctioned, called or supported by Union, AHS may suspend collection of Agency service fees without jeopardy to the employee.~~

**3.3 Union Bulletin Board, Meetings and Access to Employees**

**3.3.1 Bulletin Boards.**

Reasonable space shall be allowed on bulletin boards as specified by CNE/Department Manager or Designees 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, ~~nor shall it pertain to public issues which do not involve the AHS or its relations with AHS employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer~~ timely. 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.

**3.3.2 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.

**3.3.3 Union Offices.**

AHS agrees to provide the union with 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.~~

**3.3.4 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





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such contact with the CNE/Department Manager or Designee. The CNE/Department Manager or Designee 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 CNE/Department Manager or Designee shall make other arrangements for a contact location removed from the work area during the same workday or the following workday. AHS will notify the Union of any representative that fails to follow the provisions of this section. If such notice and subsequent meeting fails to correct the problems and violations of reasonable access rules still persist, AHS retains the right to file an unfair labor practices complaint against the Union for failure to comply with the terms of this Memorandum of Understanding. AHS may elect to utilize the services of an arbitrator in the same manner and in the same timeframes as specified in the grievance provision (Article 23.10) of this contract. The cost will be split between the parties.

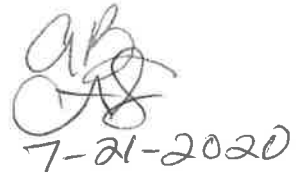
### **3.3.5 Meetings.**

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 23.10, Grievance Procedure. The CNE/Department Manager or Designee 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 CNE/Department Manager or Designee 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.

### **3.3.6 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.



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As used herein, departmental meetings shall not include meetings between management and affected employees on matters mutually acknowledged to be submitted under Article 23.10 Grievance Procedure.

**3.3.7 ~~Data to Union.~~**

~~AHS shall, upon request, supply the Union with data processing runs of the names, home and office addresses and classifications of all employees in represented units. Such service shall be supplied at no more than cost to AHS.~~

**3.3.8 Personnel Manual.**

AHS agrees to provide at no charge, one copy of the personnel manual and any updates to SEIU Local 1021.



## ARTICLE 5 QUALITY PATIENT CARE

- 5.1 The highest standards of quality patient care are the mutual goal of AHS and the Union.
- 5.2 The current staffing plan for AHS is attached as Appendix D and incorporated herein by reference. It is understood that the staffing plan can be modified as a result of factors including but not limited to changes in patient acuity, patient care or service delivery system, technology, or other reasonable factors. Proposed changes shall be discussed prior to a decision in the appropriate Patient Care Committee (PCC). The PCC shall have one month to meet at least twice on the subject. The proposed change will then be referred to Workforce Planning to negotiate over impact for up to 30 days from the date the matter is submitted to Workforce Planning by AHS. At the end of these discussions management reserves the right to make the final decision on staffing. Staffing Matrix is the plan to determine core staffing needs of the unit and is distinct from other issues such as schedule changes. Nothing in this section shall supersede Article 21.19 of the MOU when there is a reduction in force. AHS will be responsible for adopting a system of staffing by acuity in inpatient acute care units in conformance with the accreditation and licensure requirements of the Joint Commission and Title 22. The Union and the Patient Care Committees (PCCs) will be notified of contemplated changes to the plan.
- 5.3 The staffing requirements generated by the acuity system will be reviewed every shift, prior to making staffing decisions for the subsequent shift. Consideration will be given to such variables as admissions, transfers, discharges, patient education, and the psychological needs of the patient's family and/or other support system. The acuity system will show the level of acuity for each patient, and the level of acuity for each unit as a whole. The above information shall be available to Registered Nurses at the end of each shift.
- 5.4 Patient Care assignments and nursing care hours based on the acuity system shall equal the Nurse's regularly-scheduled shift including meals and breaks. ~~not reflect a pattern substantially exceeding the Nurse's assigned hours.~~
- 5.5 Patient assignments to Registered Nurses shall be in compliance with applicable law and the acuity care system.
- 5.6 The reliability of the patient classification system for validating staffing requirements shall be reviewed within sixty (60) days of ratification of this Agreement, then at least annually thereafter in each year by a committee with an equal number of members appointed by the Union and nursing administrator to determine whether or not the system accurately measures patient care needs.
- 5.7 At least half of the members of the review committee shall be registered nurses who provide direct patient care.
- 5.8 Nurses participating in the Committee under this Article shall carry out their duties under this section on AHS time, provided, however, that the employee shall only be

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granted paid release time for meetings during those hours when the employee would have been regularly scheduled to work.

- 5.9 Resolving Staffing Disputes: Differences of opinion on staffing issues, including concerns that Nurses are not being provided breaks or meal periods in accordance with applicable law and this MOU may be brought to the appropriate PCC.
- 5.10 Staffing Manual: Within sixty (60) days of ratification, AHS shall provide a staffing manual which will be maintained as a separate binder on each nursing unit. The manual will contain comprehensive information which summarizes and explains the patient classification system and will be available at all times for review by Staff Nurses. The Nurse Manager or House Supervisor shall be available for consultation and AHS will offer periodic in-services and updates on the patient classification system as needed.
- 5.11 AHS and the Union embrace a collaborative review and evaluation process between management and staff nurses in the Patient Care Committees to identify issues and specific recommendations to improve patient care and patient satisfaction. The parties further share a commitment to an evidence-based approach to such ongoing review and evaluation based on research, data collection and ongoing staff nurse input. In order to facilitate this approach information, including but not limited to the following shall be reviewed in the Patient Care Committees:
- Patient Census Numbers
  - Compliance with California State Nurse Staffing Ratios
  - Agency nurse usage records
  - Overtime work records
  - Patient satisfaction data
  - Nurse satisfaction data
  - Nurse vacancy and turnover rates including the time taken to fill each vacancy
  - Patient Acuity
  - Information and reports related to sentinel events
  - Information submitted to the Joint Commission and state or federal regulatory agencies
- 5.11.1 AHS and SEIU acknowledge the value and importance of the employees' professional licensure. AHS will give appropriate consideration to the liberty and professional interests of licensed employees when making reports to state and federal regulators.
- 5.12 In order to ensure safe staffing levels at all times, all nursing units and all shifts shall have a Break Nurse assigned. The Break Nurse shall be a licensed nurse who does not take a specific patient assignment. The Break Nurse shall assume temporary care of individual assignments to bridge patient care gaps during breaks and meal times. When the Break Nurse is not relieving other nurses for breaks and meal times, she/he shall assist with all

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facets of patient care to meet the needs of the unit. This Section and Section 5.13 below shall not apply to ~~John George~~ or the skilled nursing facility(s).

5.13 Employees shall schedule their meal periods and rest breaks for each shift. If the employee reasonably believes that she/he will not be able to take a meal period or rest break at the scheduled time, she/he shall notify her/his immediate supervisor. The supervisor shall make every reasonable effort to provide or reschedule the meal period or rest break in question. If the supervisor is unable to provide the rest period and the employee is required to work through the rest period, then the employee shall receive time and one half for such time. If the employee refuses to go when offered the rest period at the scheduled time, or when subsequently offered by the supervisor, or fails to notify his/her immediate supervisor, she/he is not eligible for time and one half.

5.14 AHS shall make every reasonable effort to ensure that the Charge Nurse is not required to take a direct patient care assignment or function in the capacity of Break Nurse.

5.15 **Title 22: Staffing Plan Compliance**

AHS and SEIU Local 1021 agree to ensure Title 22 compliance with annual patient classification and staffing plan requirements for each shift in each nursing unit. Staffing plans and patient classification systems (PCS) for each nursing unit will be made available by AHS to staff on each unit. AHS will comply with Title 22 ratios and staffing matrices in Appendix D.

~~The Matrix in the April 1, 2014-March 31, 2017 MOU shall remain in effect and will be printed in the successor MOU unless and until the parties mutually agree in writing to adopt a different matrix.~~ Non-compliance with established matrices shall be subject to the grievance procedure in the parties' MOU.

~~AHS and SEIU Local 1021 (RN Unit) will meet and confer within thirty (30) days of ratification to establish a Staffing Plan Committee ("SPC").~~

~~The accuracy of the PCS for each unit will be reviewed in the Patient Care Committees including all interested staff by December 1 of each year and prior to the PCCs' review of the staffing plan for each unit, which will be completed by February 1 of each year.~~ In addition, the PCC will review and make recommendations for educating employees concerning the PCS and to obtain input from interested staff concerning the PCS and the overall staffing plan.

The bedside nurses participating on the PCC for the purposes of compliance with Title 22 PCS and Staffing Plan review will be appointed by SEIU Local 1021. Each PCC will appoint

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SEIU Local 1021—RN/APP counter to Alameda Health System

Article 5 – Quality Patient Care

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a bedside nurse as its representative for purposes of presenting the PCC's recommendations concerning the PCS and staffing plan.

~~The SPC will begin to meet by March 1 of each year. The SPC will consist of an equal number of bedside nurses and management level nursing personnel. The Vice President or Director of Nursing Services will chair the committee.~~

The SPC will meet with the designated representatives of each PCC. The designated representative will present the written recommendations of the PCC concerning that unit's Staffing Plan and the application of the PCS on that unit. The SPC will review the recommendation of each PCC. The SPC may also solicit the input of other interested staff concerning the proposed unit Staffing Plans and PCS. If appropriate, the SPC will recommend changes to the Staffing Plans or the application of the PCS to the Vice President or Director of Nursing Services. The SPC will complete its review process and meeting schedule by April 15th of each year.

SEIU Local 1021 (RN Unit) represented employees participating in the review process and/or SPC will not suffer a deduction in pay for time spent in meetings. The union will consider the current staffing on each unit when appointing RNs to the PCC for these meetings. AHS will provide coverage for participants who are on shift during meetings.

AHS will implement the agreed-upon changes to the Staffing Plan or, to the application of the PCS by July 1st of each year.

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## ARTICLE 6 HOURS OF WORK, SHIFTS, SCHEDULES, AND REST PERIODS

- 6.1 The Center will comply with Title 22 of the California Code of Regulations, Section 70217 on staffing levels.

### LACTATION ACCOMMODATIONS

- 6.1.1 AHS will provide adequate lactation break periods for expressing milk or breastfeeding during work hours. AHS will provide dedicated lactation rooms.

The length, timing and number of breaks may vary from mother to mother. Lactation break periods must include preparation and travel time to the dedicated lactation room. AHS shall comply with the law and the MOU when providing coverage for lactation break periods.

Sanitary and dedicated lactation rooms will have locks and a power supply. If practicable, the rooms will have sinks and refrigerators in the room. The parties agree on an ongoing basis to meet and confer concerning the identification of appropriate rooms and the conditions and furnishings of existing rooms.

### 6.2 Title 22: Staffing Plan Compliance

~~AHS and SEIU Local 1021 agree to ensure Title 22 compliance with annual patient classification and staffing plan requirements for each shift in each nursing unit. Staffing plans and patient classification systems (PCS) for each nursing unit will be made available by AHS to staff on each unit. AHS will comply with Title 22 ratios.~~

~~The Matrix in the April 1, 2014 March 31, 2017 MOU shall remain in effect and will be printed in the successor MOU unless and until the parties mutually agree in writing to adopt a different matrix. Non-compliance with established matrices shall be subject to the grievance procedure in the parties' MOU.~~

~~AHS and SEIU Local 1021 (RN Unit) will meet and confer within thirty (30) days of ratification to establish a Staffing Plan Committee ("SPC").~~

~~The accuracy of the PCS for each unit will be reviewed in the Patient Care Committees including all interested staff by December 1 of each year and prior to the PCCs' review of~~

~~the staffing plan for each unit, which will be completed by February 1 of each year. In addition, the PCC will review and make recommendations for educating employees concerning the PCS and to obtain input from interested staff concerning the PCS and the overall staffing plan.~~

~~The bedside nurses participating on the PCC for the purposes of compliance with Title 22 PCS and Staffing Plan review will be appointed by SEIU Local 1021. Each PCC will appoint a bedside nurse as its representative for purposes of presenting the PCC's recommendations concerning the PCS and staffing plan.~~

~~The SPC will begin to meet by March 1 of each year. The SPC will consist of an equal number of bedside nurses and management level nursing personnel. The Vice President or Director of Nursing Services will chair the committee.~~

~~The SPC will meet with the designated representatives of each PCC. The designated representative will present the written recommendations of the PCC concerning that unit's Staffing Plan and the application of the PCS on that unit. The SPC will review the recommendation of each PCC. The SPC may also solicit the input of other interested staff concerning the proposed unit Staffing Plans and PCS. If appropriate, the SPC will recommend changes to the Staffing Plans or the application of the PCS to the Vice President or Director of Nursing Services. The SPC will complete its review process and meeting schedule by April 15th of each year.~~

~~SEIU Local 1021 (RN Unit) represented employees participating in the review process and/or SPC will not suffer a deduction in pay for time spent in meetings. The union will consider the current staffing on each unit when appointing RNs to the PCC for these meetings. AHS will provide coverage for participants who are on shift during meetings.~~

~~AHS will implement the agreed upon changes to the Staffing Plan or, to the application of the PCS by July 1st of each year.~~

[This language/concept is being negotiated in Article 5.]

- 6.3 The 24/7 units are defined as follows: Intensive Care, Neonatal Intensive Care, SDU, Telemetry, Med/Surg ACT 7, ACT 8 and ACT 9, Post-Partum, Obstetrics, Emergency, Trauma, Labor and Delivery, Surgery, Post Anesthesia Recovery, Ambulatory Surgery, Rehabilitation, John George, and the Skilled Nursing Facility.  
~~Intensive Care, Neonatal Intensive Care, TCU, Med/Surg 5E, 7E and 7W,~~

~~Obstetrics, Emergency, Trauma, Labor and Delivery, Surgery, Post Anesthesia Recovery, Ambulatory Surgery, Rehabilitation, John George, and the Skilled Nursing Facility. Effective March 25, 2007 this clarification was instituted.~~

#### 6.4 Work Schedule and Change of Shift.

AHS will prepare a schedule showing the hours each bargaining unit employee is to work. Employees will be provided a master schedule of no less than four week cycles. Work schedules and days off must be posted on the unit, online, or within the department scheduling system if that system is available to department employees four weeks in advance and is available for review by all unit employees. Schedules must be posted in designated areas of the facility as mutually agreed to by the Union or AHS.

AHS will make every reasonable effort to assure that no employee will have more than one change of shift in any workweek and that the employee will be adequately rested with at least ten (10) hours off in a 24-hour period.

#### Change in Shift Schedule, Program, Service or Work Location

Except in cases of emergency, employees will be given ten (10) ~~fourteen~~ calendar days' notice of any change in shift schedule, program, service, or work location.

When an involuntary change in shift schedule, program, service of work location is operationally required, AHS will select the employee with the least seniority in the same work location, classification and department, provided the employee possesses the skills and abilities to perform the work.

#### **Employer Initiated Changes in Hours of Work.**

Changes to hours of work not subject to section 6.3 will be handled in accordance with AHS's obligations under Government Code section 3500 to meet and confer with the Union. *Note: Union version has language on Technology changes. AHS has this language in Article 21. Need to make sure not to lose. May need new article.*

#### 6.5 Workday and Workweek.

For each full-time employee, the normal workweek shall be forty (40) hours except as provided in Article 6.11 (12 Hour Schedule) of this MOU.

For each part-time employee, the workday and/or workweek will be a pro-ration of time scheduled to work to the normal workweek base of forty (40) hours.

For services-as-needed employees, the workweek is scheduled on an as needed basis, with the workweek base of forty (40) hours.

- 6.5.1 Every Other Weekend Off For employees who are otherwise scheduled to work on weekends, the standard employee work schedule will provide for every other weekend off. Unless operationally required or, unless the employee otherwise agrees, employees will not be designated as standby on a normal weekend off. This section does not apply to weekend-only employees.

## 6.6 Hours of Work Defined.

For all 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 has been approved to carry out the duties of AHS.

## 6.7 Meal Periods and Rest Breaks

1. Rest breaks of 15 minutes, unless otherwise agreed to in writing by AHS and SEIU Local 1021, will be provided for every work period of more than three (3) hours duration. Employees will be relieved of all duties in an uninterrupted 30-minute meal break. Break patterns may be discussed in Patient Care Committees (PCC). For example, of the 1 1/4 hours of relief time in a 12 hour shift, a work shift could arrange a combination of a 30 minute unpaid meal period and a 15 minute rest break to provide for a 45 minute lunch period. This arrangement would need to be decided in the department's Patient Care Committee and signed by the Manager and the SEIU Field Representative supporting that PCC.
2. Break nurses will be SEIU Local 1021 bargaining unit members except in an emergency or unavoidable situation during a shift when a supervisor or manager may serve temporarily as break nurse only if they have been relieved of all administrative duties and are able to perform direct patient care duties within

ratio as a break nurse.

3. Every nurse on each Nursing unit at Highland, John George, Fairmont and Offsite Clinics shall be provided the equivalent of two (2) 15-minute rest breaks and one (1) 30-minute meal period when working an eight (8)-hour shift. Meal periods will be provided within the first five (5) hours of the 8-hour shift.
4. Every nurse on each Nursing unit at Highland, John George, Fairmont and Offsite Clinics shall be provided the equivalent of three (3) 15-minute rest breaks and one (1) 30-minute meal period when working a 10-hour shift. Meal periods will be provided within the first seven (7) hours of the 10-hour shift.
5. Every nurse on each Nursing unit at Highland, John George, Fairmont and Offsite Clinics shall be provided the equivalent of three (3) 15-minute rest breaks and one (1) 30-minute meal period when working a 12-hour shift. Meal periods will be provided within the first eight (8) hours of the 12-hour shift.
6. The nurse relieving other nurses for meal periods and rest periods shall be required to take Charge Nurse Report and any Charge Nurse updates with the Charge Nurse so they are informed of pertinent patient information about all patients on the unit.
7. Barring any urgent/emergent situation, the scheduled nurse shall adhere to the times they are prescheduled for rest breaks and meal periods. Should an urgent/emergent situation arise and the nurse believes s/he cannot take their rest break or meal period, s/he should notify his/her supervisor/manager. The supervisor/manager will determine whether the break/meal period can be moved to another time or the nurse should receive compensation for a missed meal period or rest break by completing an authorization for payment of missed break form when it is safe to do so. If the supervisor/manager indicates to the nurse that there is coverage and they can take their lunch break and/or rest period then the nurse should do so. When no supervisor or member of management is available, the Charge Nurse can act in their stead and authorize.

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8. The shift leader (manager or Charge Nurse) will facilitate the staff signing up for rest breaks and meal periods at the beginning of the shift during the change of shift huddle. Rest breaks and meal periods will not be assigned within the first and last hour of a scheduled shift.

#### Meal Period Coverage

1. The assigned break relief nurse (not in staffing ratios) will relieve the nurse of their assignment by receiving report on their patients and relieving them of their phone immediately before lunch break. The Break Nurse shall be a licensed nurse who does not take a specific patient assignment. The Break Nurse shall assume temporary care of individual assignments to bridge patient care gaps during breaks and meal times. The nurse should be back to duty at the end of the allotted meal period relief time to assume his/her patient assignment.

#### Rest Break Coverage:

1. The primary nurse shall provide the break nurse with his/her completed warm handoff tool or verbal equivalent at the beginning of each rest break. AHS will provide all nurses warm handoff tools.
2. The assigned break nurse will relieve the nurse of his/her patient assignment, phone, and/or pager for the duration of the nurse's rest break.
3. The nurse should be back at the end of the allotted rest break relief time to resume his/her patient assignment. If the rest break relief time is disturbed for patient care reasons, the nurse can resume the remainder of the time before the end of the shift, or submit for payment of a missed rest break.

#### Documentation and Notification of Missed Rest Breaks and Meal Periods:

1. A unit Manager/Director and/or the Nursing Supervisor should be notified at the time of the missed meal period or rest break. This allows for the possible procurement of resources to relieve the nurse for his/her rest break or meal period. If none of the aforementioned is available, the Charge Nurse may act in their stead. If the nurse misses a rest break or meal period due to an emergent/urgent patient care situation, notification to the unit manager, nursing supervisor or Charge Nurse can be done when it is safe to do so.

2. All missed rest breaks and meal periods should be documented on the Authorization for Payment for Missed Meal Period/Rest Break form. See attached.

3. The employee should obtain the signature of a unit Manager and/or Director and/or the Nursing Supervisor on duty. If none of the aforementioned is available, the Charge RN may act in their stead.

Remedy for Denied or Delayed Payment of Documented Missed Rest Breaks and Missed Meal Periods

1. Payment will be made at time and a half for documented missed rest breaks and meal periods, and such payments will be made no later than the next pay period.

2. If more than twelve (12) breaks and/or meal periods are documented as missed in any single pay period, the nurse will be paid an additional hour of pay for each missed meal period and/or missed rest break in the following pay period's paycheck. Disputes regarding missed meal periods and/or missed rest breaks not resolved by the pay period following the missed meal period and/or missed rest break can be submitted by the employee or Union within 60 days of the pay period in which the missed meal period and/or rest break occurred. Grievances will be presented at the second step of the grievance procedure and if not responded to appropriately within the time frames set forward in the agreement between the parties, will proceed to step three. The fourth step appeal will be to arbitration or if otherwise agreed to by SEIU Local 1021 and AHS, mediation or expedited arbitration.

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. Each employee shall be granted a rest period of fifteen (15) minutes during each work period of more than three (3) hours duration; provided, however, that rest periods are not scheduled during the first or last hour of such period of work.

**6.8 Flexible Schedules.**

AHS may continue current flexible workweek schedules and may agree to future requests from an individual or work group based on request 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 the request of the Union.

**6.9 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.

**6.10 Voluntary Reduction of Work Period.**

Upon mutual agreement of the full-time permanent employee covered by this Memorandum of Understanding and the CNE or designee, 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:

- 6.10.1 An employee and CNE or designee 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 Article 6.9.4 below.
- 6.10.2 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.
- 6.10.3 With ten (10) calendar days advance notice, the CNE or Designee 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.
- 6.10.4 Employees opting to reduce hours under this section, shall be deemed full-time employees for all purposes of this Memorandum and provided that such employees shall be entitled to paid leave accruals and health and dental



plan and retirement contributions on the same basis as part-time employees represented herein during such periods.

- 6.10.5 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.

**6.11 Working Non-Assigned Shifts.**

**6.11.1 Less than Full-Time Employees.**

A less than full-time employee may contact the CNE/Unit Manager or designee and request to be scheduled to any non-assigned shift. In order to be considered timely, such requests must be made in writing at least seventy-two (72) hours in advance of the starting time of the shift requested. The CNE/Unit Manager or designee shall respond to all timely requests and shall schedule the requesting employee for the requested non-assigned shift unless:

- a. The requesting employee, in the judgment of the CNE/Unit Manager or designee, does not have the ability, skills, training and preparation to perform the duties of said shift assignment; and/or,
- b. The requested shift would make the requesting employee eligible for overtime in which case the assignment shall be subject to approval by the CNE/Unit Manager or designee as specified in Article 14.2 of this MOU.
- c. If more than one such request is received, the CNE/Unit Manager or designee shall respond to said requests in the order received. Judgments made by the CNE/Unit Manager or designee, as herein provided, shall not be subject to the grievance procedure.

~~Part-time and~~ **Extra Shift and SAN Registered Nurses Scheduling** (See Article 16 SAN Employees).

- 6.11.2 SAN staff will identify a primary area of work and may select an alternate area in which he/she is qualified/competent.
- 6.11.3 The primary area of work obligations must be met prior to a SAN employee working in an alternate setting.
- 6.11.4 A confirmed SAN employee's shift in their primary work area cannot be bumped by a SAN employee's alternate area. Once a SAN's shift has been confirmed, said shift cannot be cancelled to accommodate a request for the shift by a regular part-time, regular full-time, a SAN with greater seniority, or registry/traveler.
- 6.11.5 SAN employees may submit a calendar of availability to the manager to assist with scheduling.
- 6.11.6 Full-time, Part-time and SAN employees (inclusive of 120-day retirees) shall have an exclusive view of 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.
- 6.11.7 ~~Shifts will be awarded based on the MOU.~~ It is not the intent of AHS ~~the Center~~ to adjust regular employees' shifts to accommodate SANs.
- 6.11.8 Confirmed shifts are not guaranteed and may be canceled depending upon the staffing needs.
- 6.11.9 SAN employees can identify which shifts they are available to work for each day when they submit a calendar.
- 6.11.10 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 two (2) weeks' notice of cancellation. If a SAN cancels a shift with more than two (2) weeks' notice, the shift will not count towards their availability requirements under this

Article. This does not apply to emergency, unforeseen situations which would occur within the two-week timeframe. The intent of AHS and the Union is that SANs give as much notice as possible that they are cancelling a shift.

- 6.11.11** Confirmed shifts within two (2) weeks of scheduled work date will require an exchange with another qualified employee. This does not apply to emergency, unforeseen situations which would occur within the two-week timeframe.

An employee in a classification covered by this Agreement may contact the Staffing Office or his/her CNE/Unit Manager or designee and request to be scheduled to any non-assigned shift. In order to be considered timely, such requests must be made in writing at least seventy-two (72) hours in advance of the starting time of the shift requested.

The Staffing Office or the CNE/Unit Manager or designee shall respond to all timely requests and shall schedule the requesting employee for the requested non-assigned shift unless:

- a. The requesting employee, in the judgment of the Staffing Office/ CNE/Unit Manager or designee, does not have the ability, skills, training and preparation, particularly in reference to specialty areas of nursing care, to perform the duties of said shift assignment; and/or,
- b. The requested shift would make the requesting employee eligible for overtime in which case the assignment shall be subject to approval by the CNE/Unit Manager or designee as specified in Article 14.2.
- c. If more than one such request is received, the Staffing Office or CNE/Unit Manager or designee shall respond to said requests by seniority on a rotating basis. Judgments made by the Chief Nurse Executive/designee or CNE/Unit Manager or designee, as herein provided, shall not be subject to the grievance procedure.

**6.11.12 Shift Exchanges** AHS will implement a Shift Exchange program in each department. The department manager will grant or deny requests for shift exchanges based upon the following:

- a. Regular full-time employees, regular part-time employees, travelers and SAN employees who are on the schedule, are eligible to participate in the Shift Exchange program; and
- b. The exchange must be between two employees possessing the same skills; and
- c. The exchange must not result in the payment of additional overtime or premium pay; and
- d. The request to exchange shifts must be communicated to the department manager or designee or entered into the scheduling software seventy-two (72) hours prior to the commencement of the first shift involved in the exchange. So long as the manager has sufficient time to consider the request, if the exchange is performed by using the scheduling software, the seventy-two (72) hours prior notice may be excused by the department manager or designee; and
- e. Employees, except SANs or travelers, involved in a shift exchange will have the seniority and rights of the employee with whom they're exchanging that shift; and
- f. If a shift exchange request is granted by the department manager and complies with the requirements of this paragraph (or Article), such exchange will not violate any other Article, paragraph, or provision of this MOU; and
- g. The Department Manager or designee may limit the number of exchanges permitted per shift on the unit.

**6.12 Twelve Hour Schedules.**

Utilization of twelve (12) hour shifts for eligible employees shall be at the discretion of the CNE/Department Manager or Designee.

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**6.12.1** General Provisions.

- 6.12.1.1** 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.
- 6.12.1.2** 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 accommodate the employee and return the employee to an eight (8) 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 20.2.1.
- 6.12.1.3** Full-time participating staff will work three (3) twelve (12) hour shifts (36 hours) in a work week, and be compensated with 36 hours of pay and with health and welfare benefits equivalent to that of an employee working full-time (40 hours) in a work week. Vacation, educational leave, holiday and sick leave accruals will be equivalent to those for full-time employees. Wages will be based upon the 12 hour shift rates as established in Appendix A.
- 6.12.1.4** Any employees commencing 12 hour shifts after January 25, 2009 will be paid 36 hours for 36 hours worked with full time health and welfare benefits and leave accruals with the value of a holiday at 12 hours. Paragraph 6.10.2 above applies to these new nurses as well. Wages will be based upon the non-12 hour shift rates as established in Appendix A.
- 6.12.1.5** Nurses working 12 hour shifts who are regularly scheduled for 36 hours will be given opportunities based on rotating seniority within their unit to pick up extra hours up to 40 hours in a week.
- 6.12.1.6** 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.

**6.12.2 12-Hour Shift Pay.**

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. – 7:30 a.m. (night)

\* The shift differential rates shall be the applicable rates in Article 15.2.  
“12-hr Shift Language” Pay Practice effective October 1998

	Work Hours		Applicable Shift
1.	0700-1930	→	7.5 hrs (day shift) + 4.5 hrs (pm shift)
2.	1900-0730	→	4.0 hrs (pm shift) + 8.0 hrs (noc shift)
3.	1100-2330	→	4.0 hrs (day shift) + 8.0 hrs (pm shift)
4.	0900-2130	→	6.0 hrs (day shift) + 6.0 hrs (pm shift)
5.	1500-0330	→	7.5 hrs (pm shift) + 4.5 hrs (noc shift)
6.	0300-1530	→	4.0 hrs (noc shift) + 8.0 hrs (day shift)

**6.12.3 Breaks and Meal Periods.**

Participating staff will receive three (3) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal break.

**6.12.4 Holidays for Twelve Hour Shifts.**

Full time staff working on a recognized holiday will receive one and one-half (1<sup>1/2</sup>) 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 CNE/Department Manager or Designee may be compensated in cash pursuant to Article 7.8. If the employee is observing the holiday as part of

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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.

Participating staff taking a day off in lieu of an actual holiday or a vacation day will be paid for twelve (12) hours from the accrued holiday or vacation 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 vacation.

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

#### **6.12.5 Bereavement and Jury Duty.**

Leaves are available to staff in twelve (12) hour shift positions on the same basis as regular eight (8) hour staff. Participating staff will be entitled to three (3) twelve (12) hour shifts for bereavement leave as substitution for the five (5) days allowable in the current MOU.

#### **6.12.6 Termination of 12 Hour Shifts.**

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.

#### **6.12.7 Part-Time and SAN Per Diem Requests for Pre-scheduled 12-Hour Shifts.**

Part-time and SAN Per Diem employees can submit a written request to be considered for pre-scheduled twelve-hour shifts at the straight-time hourly rate.

If a Part-time or SAN Per Diem employee is pre-scheduled for an eight (8) hour shift all hours worked in excess of eight (8) hours will be compensated at rates as defined in Article 14.4 – Overtime payment.

**6.13 12-hour Weekend Shift Only Positions**

**6.13.1** Clinical Nurse II's and, ~~after March 25, 2007,~~ Clinical Nurse II 24/7 Unit, assigned to work two 12-hour shifts every weekend (definition of weekend in Article 15.2.2.1) shall be compensated at 26% of day shift and 31% for night shift, inclusive of shift differential. Benefits will be prorated in accordance with this contract.

**6.13.2** For each nurse hired into a weekend only shift, AHS agrees to provide recognition and relief from weekend work for employees who have been with ~~AHS the Medical Center~~ for twenty (20) years. When a weekend only Nurse is hired on a unit, two (2) Nurses from that unit with at least twenty (20) years of service will be permitted to work only one weekend per month rather than the required two (2) weekends per month for as long as the weekend only shift is filled. Employees will be provided relief in order of seniority.

**6.14 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 ~~as of the signing of this 2009 MOU~~ will remain in that schedule subject to Article 6.13.4 below.

**6.14.1 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) 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 20.2.1.

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#### **6.14.2 Holidays for Ten Hour Shifts.**

Full time staff working on a recognized holiday will receive one and one-half (1<sup>1/2</sup>) 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 7.8. 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 vacation day will be paid for ten (10) hours from the accrued holiday or vacation 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 vacation.

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

#### **~~6.14.3 Audit Reports.~~**

~~AHS will provide biweekly audit reports to the Union for all bargaining unit members showing information related to employment data. The categories of data fields included in the biweekly audit reports will be agreed upon by the Union and AHS. Additional data may be provided to the Union upon request.~~

#### **6.14.4 Bereavement and Jury Duty.**

Leaves are available to staff in ten (10) hour shift positions on the same basis as regular eight (8) hour staff. Participating staff will be entitled to four (4) ten (10) hour shifts for bereavement leave as substitution for the five (5) days allowable in the current MOU.

#### **6.14.5 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.

**6.14.6** Shift differentials will be calculated when actual hours are worked using the following table, provided the majority of hours are worked on the evening or night shift:

7:00 a.m. – 3:00 p.m. (day)  
3:00 p.m. – 11:00 p.m. (pm)  
11:00 p.m. – 7:30 a.m. (night)

For example an employee scheduled to work from 11:00 a.m. to 9:30 p.m. shall be paid evening shift differential for all hours worked after 3:00 p.m.

**6.15 Low Census Procedure.**

**6.15.1** During times of low patient census in which less staff is required, AHS shall apply the following procedure:

- a. Cancel any employee who is working an overtime shift on a rotating basis using inverse seniority;
- b. Cancel contract registry/travelers within the affected job classification and affected department/unit;
- c. Cancel SAN employees within the affected job classification and department/unit on a rotating basis using inverse seniority;
- d. Offer employees an education day in order to complete CEUs or other educational requirements pursuant to Article 12.2 on a rotating basis beginning with the most senior employee; employees must provide documentation to the manager; for calculation of time, one continuing education contact hour will be equal to one hour of Education Leave up to the balance of the shift being cancelled;
- e. Solicit volunteers on a rotating basis beginning with the most senior employee from among employees in the affected department who are presently at work and, if time permits, among those scheduled to arrive for

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the upcoming shift. Employees who volunteer to be canceled may take the shift as unpaid or vacation time if accrued and available;

- f. Float employees pursuant to the Float Policy attached as Side Letter #3 to an alternative assignment.
- g. If an employee declines to float, then the employee shall be considered to have opted to voluntarily be canceled pursuant to 'e' above.

6.15.2 AHS agrees that in the implementation of this policy, it shall continue to give first priority to the delivery of high quality patient care for reasonably projected increases in census and acuity.

**6.16 PA/NP Flex Schedule.**

The parties agree that full time PAs/NPs in certain units can flex their weekly hours up to 40 hours per week still meeting the needs of their service. The daily overtime provisions of this agreement for those PAs/NPs are waived.

AHS and the Union will agree from time to time on which units and areas would participate. The Unit must fully participate to be included.



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**ARTICLE 7      HOLIDAYS**

**7.1 Holidays Defined.** (NOTE: Lincoln's Birthday, Admission Day and Columbus Day were given up in 2000 in exchange for adding an additional week of vacation).

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

**7.2 Other Days When Appointed.**

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 Chief Executive Officer or designee.

**7.3 Floating Holidays.**

Two (2) floating holidays are to be scheduled in writing by mutual agreement of the employee and his/her CNE/Department Manager or Designee and taken within the fiscal year. When a written request for a floating holiday is submitted, the CNE/Department Manager or Designee 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 pro-ration of the hours the employee is regularly scheduled to work.

**7.4 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

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hours worked on holidays as defined in this section at one and one-half (1.5) times the normal hourly rate plus applicable differentials.

**7.5 “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.

**7.6 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 an employee normally scheduled to work eight hour shifts, ten hours for an employee normally scheduled to work ten hour shifts, and twelve (12) hours for an employee normally scheduled to work 12 hour shifts.

**7.7 Holidays Observed on Work Days.**

In the event that January 1; July 4; November 11, known as “Veterans Day”; or December 25 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 Chief Executive Officer or designee, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

**7.8 Holidays for Employees in 24/7 Units.**

When November 11, December 25, January 1 or July 4 occur in the calendar year on a Saturday or Sunday and a 24/7 employee is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25, the New Year’s holiday on January 1 and July 4 and November 11, known as “Veterans Day” on the actual day.

**7.9 Holiday Compensation.**

**7.9.1 For Full-Time Employees.**

Holidays not worked by full-time employees shall be compensated at straight time.

Full time employees shall be compensated for hours worked on holidays defined herein at one and one-half (1 1/2) times the normal hourly rate.

**7.9.2 For Part-time Employees.**

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 pro-

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ration of the hours which would have been worked within the week, but for the holiday, to forty (40) hours per week.

Part-time employees may elect to use accrued PTO hours to supplement the employee's pay during the week a holiday falls up to a maximum of forty (40) hours total pay in a week.

Part-time employees shall be compensated for hours worked on holidays defined herein at one and one-half (1½) times the normal hourly rate.

**7.9.3 In-Lieu Day Off.**

When a holiday as set forth above 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 CNE/Department Manager or designee, or the CNE/Department Manager or designee may compensate the employee at 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 at straight time including applicable differentials.

**7.10 Scheduling Work on Holidays.**

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 CNE/Department Manager or designee or by mutual agreement of the employee and CNE/Department Manager or designee the employee may be compensated at 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 at straight time including applicable differentials.

**7.11 Eligibility for Holiday Pay.**

Employees on unpaid leave of absence either before or after a holiday are not eligible for holiday pay.

**7.12 Exempt Work Situations.**

Employees attending education courses, seminars or meetings of a professional group, pursuant to Article 12. Education Leave, that fall on a holiday are not eligible for time and one half pay on that day.

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For SEIU Local 1021:

*MM 5/1/21*

For Alameda Health System:

MICHAEL ASKIN, LABOR RELATIONS

*NC 3/5/21*

Stacey Lee

*Stacey 3/5/2021*



## ARTICLE 8 PAID TIME OFF

8.1 A full or part-time employee may use PTO for all absences such as vacations, personal or family needs, religious observances, routine medical or dental appointments, illness/injury or any other reason deemed appropriate by the employee.

AHS employees shall accrue Paid Time Off as specified below, prorated by FTE.

8.2 Hours Eligible for PTO 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 eighty (80) per pay period.

8.3 ~~SAN and Part-Time~~ Employees.

Services-As-Needed employees do not accrue PTO. ~~are excluded from the provisions of Article 8.~~

~~An employee who is regularly scheduled to work less than the regular workweek for the job classification shall accrue Paid Time Off (PTO) leave accordingly. PTO accrual shall be prorated each pay period based upon a pro-ration of the regular hours paid within that pay period to the regular full-time pay period for the job classification.~~

8.4 **PTO Accrual**

After completion of the applicable number of pay periods of continuous employment, an employee shall accrue vacation according to the following schedule for each full-time biweekly pay period on paid status.

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)

~~8.5 — Cash Payment In Lieu of PTO.~~

8.5.1 Upon Separation from Employment.

An employee who accrues PTO leave pursuant to this Article ~~8.2~~ and leaves AHS service for any reason shall be paid at the hourly rate for unused PTO accrued to the date of his/her separation.

8.5.2 Vacation PTO Cap.

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 ~~vacation~~ leave to avoid reaching the PTO cap specified below. AHS shall make a reasonable effort to accommodate written PTO requests submitted by employees which state that the purpose of such requests is to avoid reaching the PTO accrual cap.

8.6 Limitation on Unused PTO Leave Balances.

Maximum PTO leave balances shall be no more than one and one half times the employee's PTO accrual rate, which are 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)

Refer to Section 7.1 Holidays Defined. (NOTE: Lincoln's Birthday, Admission Day and Columbus Day were given up in 2000 in exchange for adding an additional week of vacation).

8.7 Date When PTO Credit Starts.

PTO accrual shall begin on the first (1<sup>st</sup>) day of employment.

~~8.8 — Changeover to Maximum Allowable Vacation/PTO Balance and Use of Previously Accrued Vacation/PTO.~~

Effective March 1, 2007, employees will not be permitted to accrue vacation/PTO over the cap. The CNE/Department Manager or designees shall make a reasonable effort to accommodate written PTO leave requests submitted by employees which state that the

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~~purpose of such a request is to reduce accrued PTO leave balances to avoid a downward adjustment.~~

8.9 PTO Sell-Back.

~~In accordance with Hospital policy, Employees may elect to cash out up to one half the annual PTO accrual each calendar year.~~

~~8.10 When First PTO Is Due.~~

~~PTO accrual and the first PTO leave for any employee may be utilized only after the completion of at least the equivalent of 130 full-time working days or the equivalent of 13 full-time pay periods of employment. For purposes of this section, "working day" shall mean any day upon which an employee would normally be required to work.~~

8.11 Maximum PTO Leave.

An employee shall be allowed to take one and one half (1.5) times his/her annual PTO accrual during any calendar year, provided that he/she has accumulated sufficient unused PTO leave. ~~An employee, with the permission of the CNE/Department Manager or Designee, may take PTO in excess of one and one half (1.5) his/her annual PTO accrual during any calendar year, if he/she has accumulated sufficient unused PTO leave.~~

8.12 Effect of Leave without Pay on PTO Credit.

No PTO shall be earned during the period when an employee is absent on leave without pay.

8.13 Effect of Absence on Continuous Service.

Absence on unauthorized leave 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 service for the purpose of this section, but the period of time such employee is absent on authorized leave without pay, displaced, or temporarily not employed shall not be counted in computing such years of continuous employment for purposes of this section. ~~If an employee is on authorized unpaid leave (up to one year), or laid off and returns to work at AHS within two (2) years from the separation date, this period shall not be considered as an interruption of continuous service. The period of time such employee is absent without pay, however, shall not be counted in computing "continuous service" for benefit purposes.~~

8.14 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.

A. SENIORITY. PTO shall be scheduled based on seniority as defined in Article 21—Seniority. ~~Seniority for PTO selection shall not include time spent within SAN classifications. Employees with the higher level of seniority shall have priority in exercising their preference for purposes of PTO scheduling.~~ for the nurse classification series shall be based on date of hire into all classifications covered by this MOU. Seniority for PTO selection shall not include time spent within SAN classifications:

8.16—~~Scheduling for Full-Time and Part-Time Employees:~~

~~For purposes of this section, part time shall be defined as any employee who works less than the full-time workweek and at least two-fifths (2/5) or more time.~~

~~8.16.1—Seniority Lists:~~

B. PTO SCHEDULING. The CNE/Department Manager or designee shall post seniority lists; reasonable scheduling requirements specific to the scheduling unit; and blank calendars for employees to submit three (3) choices. This posting shall take place in January for a four (4) week period. Employees can list three choices of vacation 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 vacation segment. Then the process repeats itself.

The CNE/Department Manager or designee shall approve such choices on the basis of employee seniority as set forth in this Article 8.14 hereof within three (3) weeks from the end of the four (4) week posting period.

Any employee who fails to submit a choice within the four week scheduling period or any new employee who misses the sign up period for the department may schedule ~~PTO vacations~~ on a first come first serve basis. Any ~~PTO vacation~~ so approved cannot supersede any ~~PTO vacation~~ that has been previously approved for another employee.

~~8.16.2—Subsequent Requests:~~

C. Off-Cycle Requests for PTO: PTO requests must be submitted electronically after the posted PTO process, and such ~~Conflicts with subsequent vacation requests within the same calendar year shall be resolved in favor of the employee requesting the time off first,~~ approved on a first come, first serve basis. When written submission of a vacation request is required, the CNE/Department Manager or Designee shall respond within ~~ten (10) twenty (20)~~ 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 submitted. It is understood that the earlier a request for time off is submitted, the more likely it is that it can be approved. ~~or shall schedule the vacation requested by the employee for requests~~

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~~longer than three days. Requests of three days and less must be submitted at least one week in advance and the response will be within three days of submission. Part time and SAN employees can be allowed to cover for these shorter vacation requests. The utilization of part time and SAN employees to cover vacation requests shall not result in additional overtime.~~ An employee who takes the initiative to find a part time or SAN employee to cover requested PTO ~~vacation~~ days shall not be arbitrarily denied provided the employee submits the request ~~in writing or by e-mail~~ **electronically** to the manager or designee for approval pursuant to the timeframe above. The employee must communicate with the ~~manager~~ **scheduler** to avoid any double scheduling of SANs.

### 8.16.3 Alternative Scheduling Procedure.

By mutual agreement of AHS, SEIU and the employees, Departments may develop an alternative scheduling procedure.

8.17 **Vacation Leave PTO Segments.** The CNE/Department Manager or designee, at his/her discretion, may grant an employee additional segments of PTO increments of at least one (1) shift or more. ~~These segments are to be in addition to any segments of PTO used as personal emergency leave as defined below.~~

8.18 **Personal Emergency Leave. ~~Unscheduled PTO.~~**

~~Employees with excessive unscheduled absences will be subject to the appropriate disciplinary procedure outlined in Hospital policy, unless such unscheduled time off is protected by law. An employee may be required to submit satisfactory proof of an inability to work.~~ An employee shall be allowed two (2) days in any calendar year from his/her regular PTO allowance for unexpected emergency situations. AHS shall not deny a request for this leave except for reasons critical to department operations. Such personal emergency leave shall be in segments of four (4) hours or more. Personal Emergency Leave shall not count as an occurrence for attendance purposes.

8.19 **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.

8.20 **Extra Week of Unpaid Leave.**

After one (1) calendar 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.

8.21 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, ~~(upon submission of an affidavit as defined in Appendix B per~~ for each event of maternity, paternity and adoption.

8.22 There shall be no seasonal ban on PTO scheduling for employees covered by this MOU.

8.23 Effective the first posting period of the calendar year, the manager or supervisor of each vacation scheduling unit shall post a limited number of shifts available for vacation selection from mid-November through the first week of January. Management has the sole right to determine the number of shifts available for selection.

Employees may select, in order of seniority, one of the three vacation/holiday periods posted until all posted available shifts have been selected. The three vacation/holiday periods include Thanksgiving and day after, Christmas Eve and Day and New Year's Eve and Day. The manager supervisor shall track selections from year to year. Employees must rotate holiday selections throughout the entire vacation scheduling unit until such time as all employees with greater than two years of seniority, has had the opportunity to select one of the three holiday periods.

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**ARTICLE 9 EMERGENCY PAID TIME OFF, & EXTENDED SICK LEAVE,  
DISABILITY AND FAMILY MEDICAL LEAVE**

**9.1 General Provisions.**

**9.1.1 Definitions**

**9.1.1.1** As used in this section, “employee” means any person, holding a regular full-time or regular part-time position at AHS. Services-As-Needed employees are excluded from the provisions of Article 9.

**9.1.1.2 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) an unexpected emergency situation that requires an absence from work; and (iii), as defined in Article 9.1.1.4, 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.

**9.1.1.3** As used in this Article section, “Extended Sick Leave” means leave of absence of an employee because of any of the following: (i) illness or injury which renders him/her incapable of performing his/her work or duties for AHS; (ii) his/her exposure to contagious disease; and (iii) illness or injury of an immediate family member who requires the employee’s care. Extended sick leave may only be used after the employee has reached his/her core FTE equivalent for that first week starting with the first day the employee is out sick. If the employee is admitted to the hospital for one day or more during that first week, that employee may use ESL from the first day the employee is out.

**9.1.1.4** For the purpose of this Article section, “immediate family” means, mother, stepmother, father, stepfather, husband, wife, domestic partner (~~as defined in Appendix B~~), 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 of the employee; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law.

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### 9.1.2 Extended Sick Leave

- 9.1.2.1 Each employee will accrue 43 days (.92 ~~1.231~~ hours per pay period) extended sick leave per year.
- ~~9.1.2.2 An employee's accrued sick leave of any kind on the date of ratification of this memorandum of understanding will be transferred to an extended sick leave bank.~~
- 9.1.2.3 Extended sick leave may only be used after the employee has reached his/her core FTE equivalent for that first week starting with the first day the employee is out sick.
- ~~9.1.2.4 Transition. Half of intermittent sick balances as of the signing of this Agreement will remain in the Intermittent Bank and half will become Extended Sick Leave. On Pay Period One of 2015, half of the remaining Intermittent balances will become ESL and half will stay Intermittent. On Pay Period One of 2016 any remaining Intermittent balances will become ESL.~~
- 9.1.3 Extended Sick Leave shall be used for absences caused by work-related illness or injury or FMLA qualifying absences beginning on the first day of absence. This section does not apply to intermittent FMLA or other intermittent leaves. 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.
- ~~9.1.4 Effective April 1, 2020, employees who are on a leave of absence related to a State of Emergency as declared by the Alameda County Public Health Office may elect to use ESL commencing the first day of absence:~~

**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 the following instances:**

- 1) **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.**

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2) When the Employee or a family member for whom the employee is caring has a documented positive test for COVID-19.

9.1.5 ~~Emergency PTO~~ – Days or Fractions of Days.

~~Paid~~ Extended Sick Leave 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 ESL ~~Emergency PTO~~.

9.1.6 Routine Medical or Dental Appointments.

Routine medical or dental appointments of the employee or immediate family member are a valid 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; and
- c. Provide his/her supervisor with advance notice.

9.2 Restoration of Accrued Extended Sick Leave Balances

An employee laid-off due to a reduction in force, who is, within two (2) years of the date of layoff, returned to AHS service from layoff status shall have the balance of unused accrued extended sick leave ~~accrued pursuant to Article 9.1.2~~ restored to him/her for use as provided in this section.

9.3 Extended Sick Leave Credit at Retirement.

AHS employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for fifty percent (50%) of their accrued and ~~paid~~ extended sick leave ~~accrued~~ as of the date of their retirement, up to a maximum credit of 62.5 days.

9.4 Emergency PTO Leave Review.

No employee shall be placed on Emergency PTO leave 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

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bases. Upon request, an employee shall be given a profile documenting his/her attendance record.

If an employee is placed on Emergency PTO leave review, he/she is to be provided with a written statement explaining the reason. Employees may be placed on Emergency PTO leave monitoring for a maximum period of ninety (90) days. The CNE/Department Manager or designee has the option of renewing the Emergency PTO leave monitoring for a second ninety (90) day period prior to initiating the disciplinary process as specified in Article 23.

#### **9.5 Medical Report.**

The CNE/Department Manager or Designee, as a condition of granting Emergency PTO leave with pay, may require medical verification of sickness or injury in the form of a statement from an employee's physician acceptable to the department when the employee is absent for more than three (3) consecutive working days or when the CNE/Department Manager or Designee determines within his/her discretion that there are indications of excessive use of Emergency PTO leave or Emergency PTO leave abuse.

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 and the request is in compliance with HIPAA.

#### **9.6 Catastrophic Sick Leave Program.**

##### **9.6.1 General.**

An employee may be eligible to receive donations of paid leave to be included in the employee's 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.

##### **9.6.2 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.

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- 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.
- f. The donor employee may donate PTO, ~~compensatory time (until the balances have been exhausted)~~ or in lieu holiday time which shall be converted to recipient employee's extended sick leave balance and all 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.

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