

ARTICLE 10 OTHER LEAVE PROVISIONS

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

10.1 Compensation for employees on all paid leaves shall include differentials to which the employee would normally be entitled.

10.2 **Leaves of Absence without Pay.**

10.2.1 **Leave May Not Exceed Nine Months.**

A leave of absence without pay may be granted by the CNE/Department Manager or Designee upon the request of the employee seeking such leave, but shall not be longer than nine months, except as hereinafter provided.

10.2.2 **No Leave to Accept Outside Employment.**

A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of AHS, except as hereinafter provided.

10.3 **Military Leave.**

Every employee shall be entitled to military leaves of absence as specified by law. The employee must present to his supervisor a copy of his/her military orders that specify the dates and duration of such leave.

If such employee has been continuously employed by AHS for at least one (1) year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:

Paid military leave that may be granted during a fiscal year is limited to an aggregate of thirty (30) calendar days during ordered military leave, including weekend days and travel time.

Effective the ratification of the Agreement, if any single period of military leave exceeds one month, the employee will be entitled to receive paid military leave for the shifts he or she would have normally been scheduled up to a maximum of 30 shifts for the fiscal year. If the military leave exceeds 3 months, the employee may subsidize his or her military pay by using accrued holiday in lieu pay ESL or PTO.

During the period specified above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.

The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.

In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.

Consistent with the law, an employee's seniority shall continue to accrue during periods spent on military leave.

[[[[[Move below to Art 19]]]]

10.4 ~~Leave for~~ Assignment to Special Project.

An employee who is assigned to a special project ~~may be granted a leave from the employee's regular position for the duration of the project.~~ Employee retains right to return to the employee's regular position.

10.5 Personal Disability Leave.

After six months from date of employment, an employee shall be entitled to leaves of absence without pay for not more than two (2) periods aggregating to no more than ninety (90) calendar days within a twelve (12) month period upon presentation of acceptable proof of his/her personal disability. Before such leave, the employee must have used all accrued vacation, paid sick leave or compensatory time, unless the employee is receiving accrued vacation, paid sick leave or compensatory time as a supplement to disability insurance benefits under Article 18.1.1 of this Memorandum, in which event, the employee shall be entitled to personal disability leave. The employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two (2) times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employcc and the CNE/Department Manager or Designee.

The CNE/Department Manager or Designee may require acceptable proof of the employee's ability to return to work provided that the CNE/Department Manager or Designee shall notify the employee in writing of such requirement in advance. If the

submitted proof is deemed unacceptable, the CNE/Department Manager or Designee shall immediately notify the employee in writing of existing deficiencies in the submitted proof.

10.6 Family Medical Leave and California Family Rights Act Leave.

10.6.1 Eligibility.

Family Medical Leave shall be granted in accordance with the Family Medical Leave Act and the California Family Rights Act and AHS Policies and Procedures. Employees shall be eligible for such leave based on a rolling twelve (12) month basis. FMLA and CFRA leave shall be concurrent with paid leaves provided under this Memorandum of Understanding. Employees must have been employed for one year and worked 1250 hours to qualify for FMLA/CFRA. In addition, Personal Disability Leave pursuant to Article 10.5 above shall be concurrent with and integrated into the provisions of the Family Medical Leave Act and AHS Policies and Procedures. Employees may contact the Human Resources Department for eligibility information.

10.6.2 Pregnancy and Child Bonding Leave.

A pregnant employee is entitled to receive a pregnancy and child bonding leave of up to six (6) months, the dates of which are to be mutually agreed by the employee and CNE/Department Manager or Designee. Such an employee may elect to take accrued vacation or compensatory time or sick leave during the period of maternity leave (based on medical verification). However, in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. Notwithstanding the above, the employee is entitled to up to seven (7) months of total leave for the integration of the disability and child bonding leaves pursuant to the CFRA.

10.6.3 Child Bonding Leave.

A prospective father, domestic partner or adoptive parent is entitled to child bonding leave of up to six (6) consecutive months, the dates of which are to be mutually agreed by the employee and the CNE/Department Manager or Designee. Such an employee may elect to take accrued vacation or compensatory time off during the period of child bonding leave except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions

thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in Article 9.1.3. Such Child Bonding Leave shall run concurrent to the provisions of the Family Medical Leave Act, California Family Rights Act and the Paid Family Leave Act.

10.7 Leave for Employment with The Union.

Upon written certification from the Union and the agreement of the CNE/Department Manager or Designee, one (1) employee subject to this Memorandum of Understanding shall be granted a leave of absence without pay for a period of up to six (6) months in a twelve (12) month period to work for Local 1021. At the end of such leave the employee shall be returned to his/her same classification and Department.

10.8 Return to Duty Following Leaves.

Except as otherwise required by law, an employee who returns to duty in compliance with an authorized leave of absence not exceeding ninety (90) calendar days shall be returned to the position he/she occupied at the time he/she went out on the leave, provided the position still exists. If the employee returns beyond the ninety (90) calendar day period, AHS shall make its best effort to return the employee to the same geographical location, shift and, where there is a specialization within a classification, to the same specialization. Questions as to whether or not AHS has used best efforts shall not be subject to the grievance procedure.

10.9 Paid Family Leave.

Employees are entitled to take Paid Family Leave pursuant to State law. Paid family leave runs concurrent with Family Medical Leave and California Family Rights Leave. Eligible employees may use sick leave or vacation to care for immediate family members as defined in Article 9.1.1.4. Paid Family leave benefits shall be integrated with all other paid leaves provided by the Memorandum of Understanding.

10.10 Bereavement Leave.

Leave of absence with pay because of death in the immediate family of a regularly scheduled AHS employee may be granted by the CNE/Department Manager or Designee for a period of up to five (5) days for employees working eight hour shifts, up to four (4) days for employees working ten hour shifts, and up to three (3) days for employees working twelve hour shifts. For purpose of this section, “immediate family” means mother, stepmother, father, stepfather, husband, wife, domestic partner, (upon submission of an affidavit as defined in Appendix B), son, stepson, daughter, stepdaughter,

grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law and father-in-law, or any other person sharing the relationship in loco parentis; and, when living in the household of the employee, a brother-in-law or sister-in-law.

Entitlement to a leave of absence under this article shall be only for all hours the employee would have been scheduled to work for those days granted, and shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

10.11 Leave for Jury Duty or in Answer to a Subpoena.

10.11.1 Compensation. [[[The below language as well as Article 10.10 captures the meaning of 6.12.5 and 6.14.4. We propose deleting these paragraphs in lieu of moving them, as they would be redundant in this Article.]]]

Compensation. Employees will be released from work and paid their regular rate of pay for any scheduled hours of work missed for jury duty or to respond to a subpoena. Employees working ten (10) or twelve (12) hour shifts who miss their entire shifts due to jury duty or response to a subpoena will be eligible for compensation for their entire missed shifts.—for any employee regularly scheduled to work less than the regular work week shall be prorated within a pay period in which leave is granted, based upon a proration of the hours which would have been worked during the pay period but for the leave to the regular full time pay period for the job classification.

10.11.2 Afternoon/Evening, Saturday/Sunday Schedules.

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

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

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

regular work day as PTO, ~~vacation or compensatory time, if compensatory time has been accrued.~~

10.11.3 Travel Time.

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

10.11.4 Reporting to Work If Excused.

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

10.11.5 Standby Jury Duty.

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

10.11.6 Witnesses.

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

~~10.11.7 Fees Payable to AHS.~~

~~Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be made payable to AHS.~~

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ARTICLE 11 WORKER’S COMPENSATION LEAVE

11.1 Industrial Sick Leave Benefit Supplement.

If an employee is incapacitated by sickness or injury received in the course of his/her employment by the AHS, such employee shall be entitled to pay as provided herein.

11.1.1 Amount and Duration of Payment.

~~a. Full-time employees:~~

Full-time and regular part-time, prorated by FTE, employees shall be entitled to receive supplemental industrial sick leave wage continuation commencing with the fourth (4th) calendar day of the incapacity except in cases where the employee is incapacitated for more than fourteen days or hospitalized, paid leave starts on the first day of incapacity. The industrial sick leave wage continuation shall be equal to the difference between 70% of his/her regular or base salary including differentials, footnotes, and the amount of any Worker’s Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one hundred eighty (180) calendar days from the date of sickness or injury resulting in the disability. Net regular or base salary shall be defined as the average of the preceding four (4) pay periods resulting in the incapacity. Following one hundred eighty (180) calendar days, accrued sick leave may be granted to supplement temporary disability payments to provide the disabled employee up to no more than the net regular or base salary (as defined above) received at the time of the injury.

~~b. Part-time Employees:~~

~~Article 11.1.1.a. above applies to part-time employees, but shall be on a prorated basis.~~

c. On the Job Assault.

In the event that the employee is injured as a result of assault on the employee’s person by a patient or visitor, the Industrial supplemental pay period shall not exceed one (1) calendar year from the date of injury. Assault shall be defined as a physical attack upon the person of the employee that results in the actual physical injury to the body of the

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employee. The injury must be certified by a medical professional after a physical examination of the employee.

11.1.2 When Payments Shall be Denied.

Payments shall not be made pursuant to 11.1.1 to an employee:

- A.** _____ Who does not apply for or who does not receive temporary disability benefits under the Worker’s Compensation Law;
- B.** _____ Whose injury or illness has become permanent and stationary;
- C.** _____ Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her usual and customary position, and the employee has been declared a “Qualified Injured Worker” (QIW) and referred to vocational rehabilitation;
- D.** _____ Who is retired on permanent disability and/or disability retirement pension;
- E.** _____ Who unreasonably refuses to accept other AHS employment for which he/she is not substantially disabled;
- F.** _____ Whose injury or illness is the result of failure to observe AHS health or safety regulations or the commission of a criminal offense; and
- G.** _____ Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee.

11.1.3 Fringe Benefit Entitlement During Industrial Injury Leave.

Employees receiving Worker’s Compensation temporary disability benefits and supplementing such payments with accrued paid leave or Worker’s Compensation Supplemental Leave shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.

11.1.4 Leave for Medical Treatment.

Employees with an approved Workers’ Compensation claim who have returned to work and are required by their physician to undergo therapy diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions:

- a. Treatments are being paid under Workers’ Compensation;
- b. The therapy diagnostic tests or treatment falls within the employee’s normal working hours.

The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. Such leave shall be granted for up to six (6) months following date of injury or original return to work date whichever is later but shall not be granted once an employee has been declared permanent and stationary. In no event shall leave under this subsection and the employee’s actual work time exceed the employee’s normally scheduled workday.

11.2 Services as Needed.

For those employees employed prior to June 1, 2003, in Services as Needed classifications, the following shall apply: Employees in classes designated Services as Needed or by the letter N who are absent from work due to an industrial injury or illness, who had been receiving health and dental benefits, and who would otherwise have worked and continued to receive such benefits but for the industrial illness or injury shall continue to be eligible to receive health and dental benefits at the same level as set forth in Article 17. Employees hired in SAN classifications after June 1, 2003 shall not be eligible for Supplemental Worker’s Compensation benefits.

11.3 Modified Duty Program.

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

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

11.4 — Modification to Worker’s Compensation System.

AHS agrees to meet with the Union to investigate and evaluate the following:

- a. — Establishment of a Worker’s Compensation Carve-Out plan pursuant to SB 899;
- b. — Establishment of an Alternate Dispute Resolution process;
- c. — Establishment of a comprehensive Return to Work Policy;
- d. — Establishment of Joint Safety Committees at all facilities; and
- e. — Joint development of a Safety Plan for all facilities.

AHS proposes to meet with all Unions representing employees at AHS and to develop new processes for all employees. Meetings will begin within thirty (30) days of the adoption of this Agreement by the Board of Trustees.

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ARTICLE 12 EDUCATIONAL LEAVES AND TIME OFF

12.1 Unpaid Educational Leave.

A leave of absence without pay may be granted by the CNE/~~Department Manager~~ or designee upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one (1) year.

12.2 Paid Educational Leave (“Education Leave”)

12.2.1 Eligibility.

Employees who are regular full-time or part-time with more than three (3) months of continuous service are eligible for paid educational leave and an educational allowance. (~~see Educational Allowance, Article 18.5~~)

12.2.2 Amount of Paid Educational Leave.

Employees covered by this Memorandum of Understanding shall be entitled to forty-eight (48) hours per fiscal year of education leave, prorated for part-time employees.

If an employee requests to utilize his/her educational leave complying with Section 12.2.3 below and AHS denies the request, the employee may carry over each hour denied up to a total of twenty-four (24) hours of educational leave in the following fiscal year. The total accumulated educational leave may not exceed a total of seventy-two (72) hours.

AHS will not deny education leave needed to complete courses required for imminent renewal of licenses.

12.2.2.1 Education Leave and Allowance Tracking

When technologically feasible, education leave and education allowance use and accrual will be accessible to employees in biweekly payroll records.

12.2.3 Approval.

AHS will ~~approve~~ ~~consider~~ applications for Education Leave provided:

- a. The courses, workshops or seminars relate to the employee’s profession or certification in an area of practice within AHS and there is a direct benefit to the employee in maintaining or improving his/her skills in his/her current position; and

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- b. The employee provides a copy of the continuing education certificate, or verification of attendance for such courses, workshops or seminars prior to payment for Education Leave; and
- c. Such Education Leave does not interfere with staffing requirements or patient care; and
- d. A written request is received at least four (4) weeks prior to the commencement of the class for which the Education Leave is to be taken.

12.2.4 Home Study.

An employee may elect to utilize all or part of ~~the 48 hours~~ their Educational Leave for home study. The home study course must meet the following and all other criteria established for paid Education Leave.

- a. All home study must be approved prior to starting the course.
- b. The course announcement must accompany the request for approval.
- c. Employees will receive payment for Education Leave upon presentation of proof of completion of a course.
- d. For calculation of time, one (1) continuing education contact hour will be equal to one (1) hour of Education Leave.
- e. Home study time will not be counted for overtime purposes.

12.2.5 AHS Required Course.

- a. If AHS requires an employee to attend an educational training program or in-service, ~~the employee shall be paid at his/her straight time hourly rate for the period of his/her attendance with a minimum of one (1) hour's pay. such time shall be counted as work time with a minimum of one (1) hour's pay for the purposes of overtime computation only and~~
- b. ~~Attendance at programs under Section 12.2.5.a above~~ shall not be charged against an employee's annual Education Leave. American Heart Association courses required by AHS may be taken at any approved AHA education provider, in Northern California, if there is no AHS course available to the employee during the employee's regular work shift. Reimbursement and in-service leave will be used for required courses instead of education leave.
- c. AHS will notify the employee of the scheduled training time and the hours scheduled for the training or in-service.

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- d. PM and Night Shift Employees. When AHS requires an employee to attend a class of four (4) hours or more outside of the employee's normal work hours, AHS will schedule the employee off either the shift before or after. AHS will not change the work schedule if the class is fewer than four (4) hours.

12.3 Educational Allowance.

12.3.1 Educational Allowances for RNs.

A regular full-time or part-time employee with more than three (3) months of continuous service ~~Any RN who is regularly scheduled at least sixteen hours per week and exclusive of SAN's~~ may, upon the approval of the CNE/Department Manager or designee of any plan submitted by such employee to engage in job-related educational courses which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities, AHS shall pay approved educational expenses up to \$1,500 per RN per fiscal year. More than one educational plan may be approved in any fiscal year, but in no event shall the allowance exceed \$1,500 per RN per fiscal year. Employees shall receive such allowances on a first come-first served basis each fiscal year. ~~(see Educational Leave, Article 12).~~

12.3.2 Books and Software Allowance. Employees who are regularly scheduled at least sixteen hours per week and exclusive of SAN's may utilize Educational Allowance funds to purchase books and software related to their area of clinical specialty. The books and software do not need to be related to particular course work but shall be relevant to the work of the Nurse at AHS and shall be approved in advance of purchase by the employee's immediate supervisor. Employee will present receipt for reimbursement. Employees may not utilize funds for purchase of hardware.

12.3.3 Specialty Certifications. Employees in the classification of Clinical Nurse II and Clinical Nurse III, and effective 3/25/07, Clinical Nurse II 24/7 Unit and Clinical Nurse III 24/7 Unit, who are regularly scheduled to work sixteen hours of more per week and exclusive and SAN's shall be reimbursed for the costs of the test and renewal fees associated with approved nationally-recognized nursing professional certifications. Any nurse who works at least fifty percent (50%) of his/her time in a specialty, in which he/she is certified may be reimbursed for one of the nationally recognized nursing certifications.

12.3.4 Educational Allowances for Advanced Practice Providers (APPs).

A regular full-time or part-time employee with more than three (3) months of continuous service ~~Any APP who is regularly scheduled at least sixteen (16) hours per week and exclusive of SAN's~~ may, upon the approval of the CNE/Department Manager or designee of any plan submitted by such employee to engage in job-related educational courses which shall maintain or upgrade the employee's skills on

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the job, or prepare the employee for promotional opportunities, AHS shall pay approved educational expenses up to \$2,500 per APP per fiscal year. More than one educational plan may be approved in any fiscal year, but in no event shall the allowance exceed \$2,500 per APP per fiscal year. Employees shall receive such allowances on a first come-first served basis each fiscal year.

12.3.5 Maximum Liability for Educational Allowances.

The maximum AHS liability under this section for both RNs and APPs shall not exceed \$200,000 in any fiscal year ~~except as herein provided.~~

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ARTICLE 13 WAGES AND PAY PRACTICES

13.1 General Provisions

1. **Effective Date of Salary Increases:** Wage increases and step advancements referenced throughout this Agreement are effective on the first day of the pay period following the date indicated.
2. **Services-As-Needed Pay Rates:** SAN employees shall be paid an hourly rate fifteen (15%) percent above the hourly wage rate for regular-status employees in the same classification. SAN employees with benefits shall be paid an hourly rate five (5%) percent above the hourly wage rate for employees in the comparable classification. Current non-benefited SAN employees earning more than 15% (more than 5% for benefited SAN employees) above the comparable classification rate shall not be affected by this change.

13.2 Wages.

To support the guiding principle that AHS becomes an “Employer of Choice” in the health care sector in the Bay Area, AHS employees should receive good wages based on the following goals:

- a. AHS wages should be comparable with benchmark data;
- b. AHS wages should reward competence, clinical experience, and seniority; and,
- c. AHS needs to base its total compensation package for employees on affordability and the sustainability of the institution in the changing healthcare environment.

13.3 Wage Scale and Step Progression.

- 13.3.1 AHS agrees to pay a retro-active wage increase from the pay period beginning July 12, 2020: 3% across-the-board increase. To qualify for the retro payment an employee must be employed in the bargaining unit on the date the payment is made. Payment to be made within 60 days of ratification.
- 13.3.2 Effective pay period 10 (4/18/2021 through 5/1/2021): 3% across-the-board increase
- 13.3.3 Effective the second full pay period of April 2022: 3% across-the-board increase
- 13.3.4 Effective the second full pay period of April 2023: 3% across-the-board increase
- 13.3.5 Also effective Pay Period 10 of 2019, the hourly rates for Clinical Nurses and Advanced Practice RNs in tenure steps 1 through 7 will be increased by

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an additional one dollar (\$1.00) per hour and the hourly rates tenure steps 8 through 14 will be increased by fifty cents (\$0.50) per hour.

Specialty pay of 3% shall be given to PA/NPs in the following areas:

- Surgery & surgical sub-specialties
- Orthopedics
- GI
- Cardiology
- ED

The parties agree to discuss any PA/NPs who might be shared between specialty and non-specialty areas.

13.4 Step Progression.

13.4.1 Step Progression Group – Clinical Nurse II and III (CN II – III).

Steps 1 through 10	One year between steps
Steps 10 through 14	Two years between steps

1. Calculating One Year of Service.

- a) Nurses in the bargaining unit and serving as a CNII or CNIII since June 10, 2012, without a break in service, shall be credited with one (1) year of service on June 10th of each year for purposes of step progression.
- b) CNII's and CNIII's hired on or after June 11, 2012 shall be credited with one (1) year of service on their anniversary date.

13.5 Wage Scale Progression / Step Placement and Increases.

13.5.1 For persons employed as permanent or SAN Clinical Nurse II's, III's, wage progression will be based on time in grade. Promotion or demotion between CN II, CN III, and Clinical Nurse II 24/7 Unit, Clinical Nurse III 24/7 Unit, shall not affect step wage progression. Note that step progression for

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this group will continue pursuant to the previous MOU terms until pay period 14 of 2012 when the new schedule goes into effect.

- c) For persons employed as Clinical Nurse Specialist, PA/NP, PA/NP SAN, Certified Nurse Midwife, Certified Nurse Midwife SAN, wage step progression will be based on hire date as follows and shall be credited with one (1) year of service on their anniversary date.

Step 1 to Step 2	Six (6) months	Thirteen (13) biweekly pay periods
Step 2 to Step 3	Six (6) months	Thirteen (13) biweekly pay periods
Step 3 to Step 4	One (1) year	Twenty-six (26) bi-weekly pay periods
Step 4 to Step 5	One (1) year	Twenty-six (26) bi-weekly pay periods
Step 5 to Step 6	Two (2) years	Fifty-two (52) biweekly pay periods
Step 6 to Step 7	Two (2) Years	Fifty-two (52) biweekly pay periods
Step 7 to Step 8	Three (3) years	Seventy-eight (78) biweekly pay periods
Step 8 to Step 9	Three (3) years	Seventy-eight (78) biweekly pay periods
Step 9 to Step 10	Three (3) years	Seventy-eight (78) biweekly pay periods

13.5.2 Step Progression Group: Certified Registered Nurse Anesthetist (CRNA): CRNA's step progression will be based on hire date as follows and shall be credited with one year service on their anniversary date.

Steps 1 through 2	One year between steps
Steps 2 through 10	Two years between steps

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13.6 New Hire Placement

An initial placement on the appropriate wage scale may be made at any step, provided the request has been authorized by the AHS Human Resources Department.

Nursing Department Hiring Criteria Guidelines

CN I (4640)

Step	Experience
1	Nurses with less than 6 months experience

- 13.6.1 After completion of six months' work experience (based on date of hire) automatic progression to CN II – Step 1.
- 13.6.2 Candidates with a Bachelors' Degree and less than 6 months' experience will continue to be hired at the CN I Level.
- 13.6.3 Bachelors' Degree equivalencies will be applied after 6 months with AHS, wherein they will be moved into CN II – Step 2.

All other classifications

Steps	Hiring Criteria
1	12 months experience
2	24 months experience
3	36 months experience
4	48 months experience
5	60 months experience
6	84 months experience
7	108 months experience
8	144 months experience

- Bachelors' Degree equivalency equals 6 months' experience
- Masters' Degree equivalency equals 12 months' experience (Example – A manager may hire a CN II – at Step 3 if the candidate possesses two years' experience and Masters' Degree.)

13.7 Pay for Transfers/Promotions.

- 13.7.1 An employee who transfers to a classification with the same compensation rate shall be placed in a step rate that will not result in a reduction in pay, and thereafter shall advance in the schedule in accordance with this Article.

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The employee shall retain their years of service for purposes of step progression in the new classification.

- 13.7.2** An employee who transfers to a classification with a lower compensation rate shall be credited with his/her service in the previous position compensation rate and thereafter shall advance in the schedule in accordance with this Article. The employee shall retain their years of service for purposes of step progression in the new classification.
- 13.7.3** An employee who is promoted to a classification with a higher compensation rate shall be placed at the step which is at least five percent (5%) above the rate he/she was receiving in the lower level classification provided, however that the pay does not exceed the top of the pay range of the higher classification. The employee shall retain their years of service for purposes of step progression in the new classification.

13.8 Payroll Errors.

All payroll errors in excess of fifty dollars (\$50.00) that are based on errors or omission of the Payroll Department and/or the Manager/Supervisor, shall be adjusted within three (3) business days of receipt of written notification to the Payroll Department. This notification will include an explanation of the error to be signed by the Employee and Department Manager. As Specified in the written or faxed notification, the checks can be picked up by the Employee or Manager or mailed to the Employee's address on file. Employees will report all payroll errors to their managers as soon as possible. Payroll errors resulting from employee errors, e.g., not recording correct clock-in/clock-out time, will be paid by the next payroll cycle.

- 13.9** For employees covered by this MOU and effective the date of the implementation of the Lawson payroll system, pay warrants shall include itemized payroll codes and an explanation of said codes. In addition, employees shall have access to a full listing of the meaning of all payroll codes necessary to understand the pay warrant. The list of codes shall be available on each nursing unit and, upon request, available to each employee.

- 13.9.1 Accurate Time Keeping.** AHS is responsible for ensuring that worktime is accurately and contemporaneously recorded. Employees will cooperate with AHS to accurately and contemporaneously record their worktime. Depending upon the capabilities of the payroll and timekeeping software being utilized, AHS will make daily timekeeping records available to employees within two business days (excluding holidays and weekends) of a written or electronic request by the employee or the Union. Prior to the issuance of a paycheck or the electronic deposit of an employee's pay, AHS will notify the employee of any variance to the employee's normal or regularly scheduled worktime and of any changes to the employee's normal and regular rate of pay. AHS will endeavor to notify the employee of such variances in sufficient time to allow for the correction of an error prior to

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the payday. AHS may satisfy the requirements of this provision by providing the employee access to his/her electronic time and pay record prior to the applicable payday.

For SEIU Local 1021:

[Handwritten signature] 5/1/21

For Alameda Health System:

MICHAEL ASKIN, LABOR RELATIONS Con.

[Handwritten initials] 4/15/21

[Handwritten signature] 4/20/21

ARTICLE 14 OVERTIME

14.1 Overtime Work Defined.

Overtime work shall be defined as all work performed in a workweek in excess of 40 hours worked (not paid for) in any week. A week is defined as Sunday through Saturday. Overtime is also defined as all hours worked in excess of the employee's regularly scheduled hours worked (not paid for) in any one day. All overtime is paid at the rate of time and one half the rate as calculated pursuant to the Fair Labor Standards Act regulations

14.2 How Overtime Is Authorized.

Work for AHS by an employee at times other than those scheduled pursuant to Article 6 shall be approved in advance in writing by the CNE/Department Manager or Designee, or in cases of unanticipated emergency, shall be approved by the CNE/Department Manager or Designee, after such emergency work is performed. No employee shall perform work beyond his/her regular schedule unless such work has been approved by the CNE/Department Manager or Designee. Overtime will only be offered after extra shifts or hours have been offered to eligible employees on a straight time basis. Overtime shall first be offered on a voluntary, rotating basis, beginning with the most senior employee within the work unit capable of performing the work required. A list will be maintained in each scheduling unit with the names of employees interested in overtime. Employees may be added to or removed from this list on a monthly basis. In the event there are no volunteers, existing practice of covering vacant hours or shifts shall be followed.

14.3 Rates Defined.

For the purposes of this section, the base hourly rate shall be the hourly rate as set forth for each classification in Appendix A.

For purposes of this section, the regular rate shall be as defined under the Fair Labor Standards Act ("FLSA") and, consistent with the FLSA, shall include additional compensation such as applicable premium payments pursuant to Article 15 of this Memorandum and other premiums and differentials as applicable as specified under the FLSA.

~~14.4 Overtime Payment.~~

~~Employees shall be compensated for overtime work either in cash or in compensatory time at the option of the employee's immediate supervisor or designee as follows and consistent with Article 14.6 herein as detailed below~~

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14.4.1 Eight Hour Shifts – Double-time.

Notwithstanding 13.1 above, persons who work a standard eight-hour shift, shall be compensated at two (2) times the employee's hourly rate as defined in Article 14.3 for all time worked in excess of twelve (12) consecutive hours worked provided such work spanned two (2) complete consecutive shifts.

14.4.2 Twelve Hour Shifts.

Persons assigned twelve (12) hour shifts shall be compensated at time and one half (1.5x) the regular rate for all hours worked after twelve (12) consecutive hours and less than sixteen (16) consecutive hours. If the employee is scheduled to work works sixteen (16) consecutive hours or more, all time worked in excess of twelve (12) hours will be paid at the rate of two times (2x) the employee's hourly rate.

14.4.3 Overtime Payment – 10-Hour Shifts.

Persons assigned ten (10) hour shifts shall be compensated at time and one-half (1.5x) the regular rate for all hours worked after ten (10) consecutive hours and less than sixteen (16) consecutive hours. If the employee works sixteen (16) consecutive hours or more, all time worked in excess of twelve (12) will be paid at the rate of two times (2x) the employee's hourly rate.

14.4.4 Pre-scheduled Shifts for Per Diem (SAN's).

If a part-time or 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 above.

14.4.5 Pay for Work performed During Meal Period or Carrying a Pager during his/her meal period.

When an employee is specifically required to work and/or directed to carry a pager during his/her meal break, and be available to work upon being paged, the meal break period shall be considered work time for the purposes of Article 6 and shall be paid at the applicable overtime rate for the time worked during the meal period. Said overtime will be paid pursuant to Article 14.1. For PA/NPs who have waived their daily overtime provisions as per Section 6.15, and are required to work during their meal breaks as described above, the missed meal break will be considered as straight time unless the member has already worked 40 hours in their week, in which case it will be considered overtime.

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14.5 When Overtime Shall Be Paid.

Compensation for overtime work shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned.

~~14.6 — When Compensatory Time Off May Be Taken or Paid.~~

~~Compensatory time off may be accrued to a maximum of eighty (80) hours, and any employee who has accumulated eighty (80) hours of compensatory time off shall be paid in cash for all subsequent overtime worked until such time as the employee's compensatory time off balance is reduced below eighty (80) hours. Notwithstanding the foregoing, an employee may exceed the eighty (80) hour maximum when an emergency or other unusual circumstance exists and the Department has obtained approval of the Chief Executive Officer or designee to grant compensatory time off in excess of eighty (80) hours.~~

~~Scheduling of compensatory time off shall be by mutual agreement of the employee and the CNE/Department Manager or Designee provided that the CNE/Department Manager or Designee may require that an employee adjust his/her workweek in order to avoid overtime penalties.~~

~~An employee who has accrued compensatory time off in accordance with this subsection shall upon separation from AHS service be paid for unused compensatory time off at a rate of compensation not less than the average regular rate, as defined above, received by such employee during the last three (3) years of employment or the final regular rate received by such employee, whichever is higher.~~

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ARTICLE 16 SERVICES AS NEEDED (SAN) EMPLOYEES.

16.1 A Services-As-Needed (SAN) employee must meet and maintain all requirements identified.

16.2 Purpose. To supplement unit based staffing on an as needed basis to maintain established baseline (full and part time permanent employees and SANs who are assigned to a primary area of work) staffing guidelines.

16.3 General Requirements.

16.3.1 Evidence of current licensure/certification and competency must be on file with the Human Resources Department as applicable to the department.

16.3.2 Minimum experience must be consistent with applicable job description. For nursing specialty areas, must have one-year full time experience in primary clinical area or 2 years in the critical care area and meet all established standards for that clinical area.

16.3.3 Participation in Annual Competency Review/Skills Fair is mandatory and will be reimbursed.

16.3.4 SAN staff is invited to attend optional in-service programs on their own time.

16.3.5 Clinical Orientation will be required for not less than one week per the policies of the assigned clinical area/department.

16.3.6 SAN staff must follow rules, regulations, procedures, and protocols of AHS, hospital, department and specific assignments.

16.3.7 All SANs are subject to disciplinary action pursuant to Article 23.

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

16.4 Scheduling.

16.4.1 Confirmed/awarded shifts for SAN employees will be posted at least 10 days prior to the schedule start date. If an 8-hour SAN employee schedules himself/herself for a 12-hour shift on a 12-hour unit, the SAN will be paid at the straight time rate, except that all hours over 40 hours per week are to be paid at the overtime rate. Regardless of whether a SAN employee is normally designated to work on a 12-hour Unit, should the SAN be

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scheduled into an 8-hour shift, any hours worked beyond the initial 8 hours shall be paid at the overtime rate.

- 16.4.2 Regular Full-time and Regular Part-time employees will have preference in choosing shifts (up to 40 hours) over SANs (inclusive of 120-day Retirees) who will have preference over registry/travelers.
- 16.4.3 Scheduling of all SAN Employees (inclusive of 120-day Retirees) will be done in the following order:

SAN Employees who are scheduled to fill temporary vacancies by rotating seniority order.

SAN Employees within their clinical area by rotating seniority order.

SAN Employees scheduled outside their primary area by rotating seniority order.

SAN Employees working overtime in rotating seniority order.

When a scheduling conflict exists between 2 or more SAN Employees (inclusive of 120-day Retirees), the most recently cancelled Employee shall be awarded the shift. Should two or more employees in conflict all be cancelled for the same shift, seniority shall govern.

- 16.4.4 Should a position (or block of schedule) become available due to an extended absence, separation, etc., that block of shifts shall be made available to regular AHS Employees (Full-time up to 40 hours, part-time up to 40 hours, SANs (inclusive of 120-day Retirees)) for 120 hours (5 days). If after 120 hours, no regular AHS employee who possesses the skills necessary for working the assignment has taken the assignment, AHS may offer that block of shifts to a traveler. The final decision of who is given the temporary assignment is at the discretion of the manager.

- 16.4.5 Confirmation of SAN employee shifts will be determined by the following criteria and in the order listed:

- i. SAN employees assigned to fill temporary vacancies.
- ii. Additional shifts above availability requirements that will not result in premium overtime.

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- 16.4.6 When a SAN employee agrees to come in as a late call, they will be paid from the time of the call if they arrive within 1 hour of the call. If they arrive after 1 hour of the call, they will be paid from the time that they arrive.
- 16.4.7 If no shifts are posted or available for a SAN in their home unit and they have informed the manager of availability the SAN deemed to have fulfilled their availability requirements under this Article.

16.5 SAN Availability Requirements.

- 16.5.1 A SAN employee shall be available for four (4) shifts per four (4) week scheduling period, two (2) of which shall be weekend shifts. SANs must make themselves available and/or take shifts on days that have openings for which they are needed. For the current computer program, for example, that means being available and taking shifts on days that are marked open.
- 16.5.2 A SAN employee may request inactive/unavailable status subject to a sixty (60) day advance notice, except in emergency situations. Such leave is subject to a thirty (30) day per year limit and shall not be made during the holiday season (described below).
- 16.5.3 A SAN employee must be available to work at least two (2) designated shifts in the holiday period and shall work a minimum of one (1) shifts for the holiday period described below:
- Thanksgiving Day
 - Christmas Eve (NOC's)
 - Christmas Day
 - New Year's Eve (NOC's)
 - New Year Day

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

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

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

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16.6 Cancellation of SAN Employees' Shift.

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

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

16.6.2 When a scheduling conflict exists between 2 or more SAN Employees (inclusive of 120-day Retirees), the most recently cancelled Employee shall retain the shift. Should two or more employees in conflict all be cancelled for the same shift, seniority shall govern.

16.6.3 Cancellation of a shift by a SAN employee will follow standard department procedures. SAN cancellation must have manager approval. A SAN may be cancelled by the staffing office, house supervisor, manager or manager designee.

16.6.4 Cancellation of a shift by the designated department representative will occur a minimum of 2 hours prior to the start of that shift.

16.6.5 If a SAN employee has been advised that his/her shift was canceled, the shift will count towards that SAN's availability.

16.7 Conversion of Services-As-Needed Employees to Regular Status.

If a Services-as-Needed (SAN) employee is assigned to work a regular part-time or full-time schedule for four (4) months during any rolling twelve (12) month period and subject to the other conditions of this paragraph, the SAN or the Union may request the SAN be converted to a regular part-time or full-time position. The rolling twelve (12) month period is counted backward from the date of the request for conversion. Upon receiving the request and verifying eligibility, within sixty (60) days, AHS will convert the SAN employee to a regular employee.

The four (4) month qualification period will not include hours during which the SAN is filling a position or a vacancy created by an approved and documented long term leave or if filling a position for an employee on vacation or utilizing PTO. A long term leave for purposes of this paragraph is an approved leave of five (5) working days or more.

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

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


SEIU Local 1021 or the employee may submit a form to the Human Resources Department requesting review for conversion.

If the SAN employee is filling a vacancy created by a regular employee who is on a leave of absence, the SAN employee's request (for conversion) will be considered after expiration of the leave. When the regular employee returns to work, the regular employee may be entitled to return to the position occupied by the SAN in accordance with applicable law, as well as AHS policies and procedures. When the regular employee returns to work the provisions of Article 21 may apply.

When the employee requests to be converted to full or part time status, AHS Human Resources Department will conduct audits to determine the employee's eligibility for conversion based on the criteria established above and to assess departmental staffing needs.

Disputes regarding such conversions shall be subject to Article 23.10, Grievance Procedure.

For SEIU Local 1021:

 5/11/21

For Alameda Health System:

MICHAEL ATKIN (LABOR RELATIONS) G

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ARTICLE 19 PERSONNEL CATEGORIES AND JOB DESCRIPTIONS

19.1 Categories of Employees.

19.1.1 Employee Categories Described.

There shall be three (3) employee categories: (a) Full-time; (b) Part-time; and (c) Services As Needed ("SAN").

- a. A Regular Full-time Employee is one who occupies a position with a pre-determined work schedule of forty (40) hours per week.
- b. A Regular Part-time Employee is one who occupies a position with a pre-determined work schedule of at least twenty (20) but less than forty (40) hours per week.
- c. A SAN employee is one who is employed intermittently, as needed by AHS.

19.2 Classifications.

Changes to Existing Classifications. If AHS is proposing any changes to job titles, and/or job descriptions, it shall provide at least 30 (thirty) days' notice to the Union. The Union may request to meet and confer over the effects of the changes being sought provided such request is made within the thirty (30) day notice period. The parties may continue to negotiate after the notice period, but such discussions shall not delay implementation of the changes.

19.2.1 Classification Specifications.

AHS shall maintain written specifications for each classification. Each specification shall set forth a descriptive classification title, a definition outlining the scope of duties and responsibilities of positions in the classification, the minimum qualifications for the classification, and such other information as appropriate.

Any classification specification may be reviewed by the Union or any employee and, upon request, a copy of any classification specification will be provided to the Union or any employee, subject to the fees allowable by law. The Union will receive a copy of any new or revised classification description at the time of issue.

19.2.2 Interpretation of Classification Specifications.

The classification specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions that should be allocated to the various classifications. The use of a particular expression or illustration as to duties shall not be held to exclude others not mentioned that are of similar kind or quality, nor shall any specific omission necessarily mean that such factor is not included.

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The language of the specifications is not to be construed as limiting or modifying the authority of an AHS CNE/Department Manager or designee to direct and control the work of employees under his/her jurisdiction or to alter their duties and responsibilities, as may be necessary in the efficient conduct of the business of AHS except that it shall be the responsibility of the CNE/Department Manager or designee to report to the Director of Human Resources Operations promptly any substantial change in the duties and responsibilities of any position under his/her jurisdiction.

In determining the classification, the specification shall be considered in its entirety. Consideration shall be given to the general duties, specific tasks, responsibilities, and minimum requirements, as a composite description of the kind and level of work the classification is intended to embrace. In order to determine the level and proper grouping of the classification within the plan, its relationship to other classifications also must be considered; therefore, each specification is to be read and interpreted with this relationship in mind.

19.3 Reclassification Request

An employee who believes that he/she is being worked out of classification, and who believes that there has been a substantial change in his/her duties, which are not covered by the classification, may first request a review and resolution by the Human Resources department. Human Resources shall respond to the request within forty-five (45) calendar days. If the issue remains unresolved, he/she may submit the matter for resolution through the grievance procedure.

19.4 Assignment to Special Project.

An employee who is assigned to a special project retains right to return to the employee's regular position.

19.5 Part-time Employees Increasing FTE.

If a part-time employee works in excess of their FTE for sixteen (16) consecutive weeks, upon their written request to the Department Head, or their designee, their FTE will be adjusted to reflect the extra work. The FTE adjustment shall not be made if the extra hours were worked to backfill for a position or a vacancy created by an employee on an approved leave.

For SEIU Local 1021:

Mark M. Sliko

For Alameda Health System:

MICHAEL ASKIN, LABOR RELATIONS
L. C. 4/14/21
[Signature] 4/28/21

ARTICLE 20 JOB VACANCIES, POSTING AND BIDDING

20.1 Posting Vacancies.

20.1.1 Posting of Vacancies.

A. Unit Vacancy. When vacancies covered by this MOU occur, an announcement for transfers will be posted in the unit ~~where the vacancy exists or facility~~ by the manager for at least seven calendar days and will be filled from internal qualified applicants in the same title within that unit in accordance with the provisions of this article. Preference shall be given in order of bargaining unit seniority as defined in Article 21, first to regular status employees in the same classification as the vacancy, then to SANs in the same classification as the vacancy. ~~pursuant to Article 20.2 below.~~ If, after posting the position for seven days, there are no applicants, the position will be posted by Human Resources electronically for both internal and external applicants.

1. _____ For purposes of this section on posting, unit ~~and facility~~ are defined as:

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

Additional units may be added during the life of the agreement with the agreement of both parties.

Promotions will be posted electronically for both internal and external applicants.

All internal applicants who apply during the first seven days will be interviewed and considered pursuant to Article 20.2 below before external candidates. This does not prevent AHS from filling a posted vacancy on a temporary basis not to exceed sixty

(60) days prior to filling the position. The foregoing sixty (60) day limit shall not apply to situations where AHS is filling a position temporarily vacant because of a leave of absence or because no qualified applicant has applied for the position.

20.1.2 Notice to Unions.

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

B. Hospital-Wide Posting. If, after posting the position for seven (7) days in the unit where the vacancy exists, there are no qualified applicants, the position will then be posted on the AHS jobs site. All bargaining unit employees employed by the Hospital may apply for the vacant position and shall be given preference in filling such vacancy on a bargaining unit seniority as defined in Article 21, first to regular status employees in the same classification as the vacancy, then to SANs in the same classification as the vacancy, then to any other qualified bargaining unit applicants, then externally to non-bargaining unit applicants.

20.1.3 Special Job Requirements.

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

20.1.4 Use of Travelers

Quarterly, each department will be available and prepared to meet with the appropriate SEIU Labor Representative and Patient Care Committees to discuss anticipated use of traveling nurses, and to update the Union on the current use of travelers.

20.2 ~~Bidding on Posted Positions in the Unit or Facility.~~

20.2.1 Promotion and Out of Classification Transfer Preferences.

~~Any~~ An current employee is deemed qualified for a promotion or out-of-classification transfer if they:

1. ~~may apply for any posted vacancy by submitting an electronic application. Positions shall be awarded in the order listed below, to the~~ they are the most senior employee who meets the qualifications for the position. ~~The prior sentence is subject to the~~

~~provisos that (1) the bidding employee must meet all reasonable qualifications of the job established by AHS (the Union has the burden of establishing that the qualifications established are unreasonable);~~

2. ~~(2)~~ the applicant employee does not have a “Reminder 2” or higher on record within the last 12 (twelve) months prior to the filing of the application for the vacant position; ~~is in good standing, (3) where an employee is applying for a different classification, ability and performance must be approximately equal in AHS’s judgment; and~~
3. ~~(4)~~ the applicant employee has ~~not~~ been in their current ~~awarded a new position for a minimum of in the past six (6) months. This requirement may be waived at the sole, non-grievable discretion of AHS,~~ which shall start after such time as the employee completed specialty training. “Good standing” means that there has been no disciplinary action in the personnel (H.R.) file within twelve (12) months of the date of the application.
 - i. Regular full-time and part-time employees from the same scheduling unit.
 - ii. Regular full-time and part-time employees from the same clinical area.
 - iii. Regular full-time and part-time employees in other scheduling units.
 - iv. Services-As-Needed employees from the same scheduling unit
 - v. Services-As-Needed employees from the same clinical area.
 - vi. Services-As-Needed employees from other scheduling units.
 - ~~vii. Outside applicants, if there are no qualified internal applicants.~~

AHS may hire from the outside or a less senior employee (including in a manner that does not follow the sequence outlined above) instead of a qualified internal senior applicant, if the scheduling unit is short-staffed and the less senior employee or outside applicant is substantially more experienced and/or has substantial training and education in the clinical area in question such that ~~he/she they~~ they does not require extensive orientation, or if the unit in question is adequately staffed but with few relatively experienced RNs and AHS needs an experienced RN on the unit to provide a sufficient mix of fully qualified RNs to ensure quality patient care. If the position is awarded to a less senior employee or an outside applicant, the Chief Human Resource Officer must approve.

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20.2.2 Notice of Awarding of Position.

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

20.2.3 ~~Restriction on~~ Written Bids.

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

20.2.4 Displaced Employees.

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

20.2.5 Maintenance of Seniority List.

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

20.2.6 ~~Transfer, Promotion and~~ Return to Previous Position.

When an employee ~~who~~ is promoted or transferred to a position covered by this MOU, ~~may elect to return to their former position (same unit, same department, same title) at any time during the first~~ he/she shall serve a thirty (30) calendar days after starting in the new position provided that the position is open, vacant, and an offer has not been extended to another candidate. evaluation period. At the discretion of the manager, the evaluation period may be extended for a period not to exceed an additional forty-five (45) days. The parties may agree on longer periods for training programs. The employee will be given a reasonable period of orientation. If, within the evaluation period, AHS decides ~~in its sole discretion~~ that the employee is failing to perform his/her duties in a satisfactory manner, AHS shall return the employee to the position he/she occupied prior to the promotion or transfer.

How are staff notified when a promotion or transfer happens and it is awarded to the applicant(s)

20.3 ~~Rehire and Recall.~~ <move to Article 21 – Seniority, Probation and Reduction in Force>

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

20.4 CRNA Hiring Criteria.

The union and the Department of Surgery shall meet for the purpose of establishing criteria for CRNAS participation in the CRNA hiring process.

20.5 RN Residency Program.

The parties agree that new graduate registered nurses hired into training programs will be hired as Clinical Nurse I for six (6) months. At the conclusion of the six months, the Clinical Nurse I will be moved up to Clinical Nurse II.

In addition, new graduate registered nurses will be probationary for six (6) months. The six months shall begin following successful completion of the residency program. RN residency programs may vary in length.

AHS will make every effort to hire 50% internal staff and 50% new grad RN applicants into training programs in specialty areas (OR, ED, ICU, FBC, and SDU). RN Residency and Specialty Training programs will only accommodate full time employment status.

20.5.1 Path to BSN for ADN Diploma RNs

AHS and SEIU Local 1021 will meet within 90 days of ratification to determine whether AHS through education subsidy, scheduling and paid and unpaid leave arrangements can offer a range of supportive paths for ADN RNs or Diploma RNs to balance work, family and school obligations while they pursue a BSN degree within a defined period of time.

ARTICLE 21 SENIORITY, PROBATION AND REDUCTION IN FORCE

21.1 Seniority Defined.

“Seniority” means the total length of unbroken service with AHS commencing with the employee’s most recent date of hire in a regular fulltime or regular part-time position represented by the SEIU RN or General Units. SAN employees shall have “seniority among themselves” based on hours worked. Upon conversion to a regular fulltime or regular part-time position, a SAN employee will be assigned a date of hire based on hours worked with 173.3 straight-time hours worked as a SAN equaling one month of service provided that under no circumstances shall an assigned date of hire be earlier than the employee’s first date of work at AHS. Hours worked as a SAN shall not serve as a credit for accrual of paid benefits unless otherwise provided for in the collective bargaining agreement, or otherwise agreed to by the parties.

21.2 Transition.

Employees who were employed by the County of Alameda and who were hired by AHS on January 10, 1999 without a break in employment shall retain their County hire date for seniority purposes in accordance with 21.1 above.

21.3 Break in Service.

For the purposes of this article, a “break in service” shall be the following:

- A resignation;
- Retirement;
- A termination for cause;
- A displacement (lay-off) exceeding twenty-four (24) months;
- The employee has not performed any work or was not on paid status in the previous twelve (12) month period of time; or
- Accepting a position and working six (6) consecutive months in a classification at AHS that is not represented by SEIU; ~~or working six (6) consecutive months in a classification at AHS that is not represented by SEIU.~~

21.4 Adjustment of Seniority Date.

An employee’s seniority date shall be adjusted by the period of an authorized unpaid leave of absence exceeding six (6) months.

21.5 Ties in Seniority.

In the case of a tie in seniority between two (2) or more employees, the date the employees submitted their applications will break the tie.

21.6 Rehires and Recall.

See Article 20 Job Vacancies, Postings and Bidding, and Rehire and Recall, for provisions covering recall and rehire.

21.7 Probation Periods.

21.7.1 Newly Hired Employees.

Employees newly hired by AHS shall serve a probationary period of six (6) months of paid time commencing with their hire date.

21.7.2 Transfers During The Probation Period.

An employee may not transfer to another position within AHS during his/her probation period without the permission of AHS. Such permission lies within the sole discretion of AHS and is not subject to the Grievance procedure in Article 23.10. An employee who so transfers shall commence a new probation period.

21.7.3 Grievability Of Discharges Of Probationary Employees.

Any employee serving a probation period may be discharged without recourse to the grievance procedure, except where it is alleged that AHS has violated the provisions of Article 2, No Discrimination.

21.8 Evaluations.

21.8.1 Purpose.

The purpose of evaluations is to assist the employee in his/her development. Employee development should be ongoing. Evaluations shall not be a substitute for or an initiation of the disciplinary process but will serve to notify an employee that his/her performance or attendance is marginal and may lead to discipline.

21.8.2 Timing/Scope.

- a. AHS shall make best efforts to conduct a performance evaluation for each employee on an annual basis. Newly hired employees, generally, will receive a written evaluation upon completion of thirty (30) and ninety (90) days of employment.
- b. The written performance evaluation shall cover only the current rating of the period since the last evaluation.

- c. The employee's supervisor shall meet with the employee to review the employee's written evaluation before the evaluation is finalized unless such a meeting is not possible. The evaluation will not be placed in the employee's personnel file prior to the employee having the opportunity to review the evaluation.
- d. The employee shall be entitled to add his/her written rebuttal which will then be filed in the employee's personnel (H.R.) file with the evaluation.

21.8.3 Grievability.

- a. The contents of evaluations are not subject to Article 23.10, Grievance Procedure.
- b. Promotions. This section does not prohibit an employee from grieving a denial of a promotion if such a decision was based in whole or in part on an evaluation.
- c. Transfers. Evaluations shall not be used to deny an employee a transfer. For the purposes of this section, a "transfer" occurs when the employee changes his/her position but remains within the same classification.

21.9 Displacement and Employment Security.

21.9.1 Employment Security.

AHS will provide employment security to bargaining unit employees by making every effort to avoid displacing employees (e.g., reduction in force, reduction in hours, elimination on a temporary, indefinite, or permanent basis, etc.) insofar as it is feasible. There shall be no daily cancellations except that nothing herein shall preclude AHS from continuing its practice of canceling shifts of SANs and extra shifts. Pursuant to this paragraph and to accomplish AHS's commitment stated therein, AHS and SEIU agree to establish a Work Force Planning Committee. The Committee shall convene for Work Redesign and Reductions in Force.

21.9.2 Payment of Committee.

Representatives on the Committee will be provided paid release time whenever such meetings occur during the employee's work hours, provided that such time shall not be considered work time for the purposes of Article 14, Overtime.

21.9.3 Frequency of Meetings.

The Committee will meet at least once a quarter. In the event of a reduction in force, the Committee shall meet at least weekly. Additional meetings will be scheduled by mutual agreement.

21.10 Work Redesign

In the event that AHS plans to engage in work re-design which will have a material impact upon employees represented by SEIU Local 1021, it shall notify the union in advance, provide SEIU with a comprehensive plan for the redesign as detailed in the Side Letter and shall, upon request, meet and confer with the Union prior to implementing such changes. For the purposes of this paragraph “material impact” means a change in the wages, hours or other terms and conditions of employment. If the redesign is projected to result in any reduction in SEIU members, it will be addressed through the Reduction in Force process below.

The Union may request the Workforce Planning Committee meet concerning proposed schedule changes of more than three employees in a department; however, such discussion shall be limited to 30 calendar days from the date of the request unless continued by mutual agreement. Unless there is an emergent need, such schedule changes will not be implemented until the Workforce Planning discussions are complete or after the 30 calendar day limit, whichever comes first.

The work of the Committee will include but not be limited to developing training, cross-training, promotions, educational opportunities, measures to internalize services performed by external providers, including registry and temporary workers. In addition, they may convene to consider projected changes in health care.

21.10.1 If AHS decides to implement new technology that affects the terms and conditions of bargaining unit members’ employment, it will provide sufficient notice to the Union field director in order to allow SEIU-Local 1021 the opportunity to meet and confer with AHS concerning the effects of the new technology on the terms and conditions of bargaining unit members' employment. <The above section was in Art 6 of SEIU version>

21.11 Reduction in Force.

In the event ~~AHS is contemplating~~ of a reduction in force, ~~each manager or director of the affected area~~ AHS will complete notify SEIU in writing no fewer than fifty-one (51) sixty (60) forty-five (45) calendar days prior to the effective date of the reduction in force. This notice will include a justification for the reduction in force. ~~a comprehensive rationale and AHS will notify SEIU in writing of a proposed reduction in force and attach the rationale. The~~ justification ~~rationale~~ will include what alternatives to

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layoffs were contemplated and/or implemented in lieu of layoffs, a justification for the use of temporary, probationary or SAN employees as well as other pertinent information. AHS is also committed to promote transparency, accountability, and full communications in compliance with its obligations under state and local laws. The parties will meet and confer as part of Workforce Planning over the impact of the layoffs on employees for twenty-one (21) thirty (30) fifteen days. If, after the meet and confer process, employees will still be subject to reduction in force, those employees will receive a thirty (30) day notice of layoff, during the 45 day notice period. and the CEO, after a reasonable period of time- approximately 30 days from notification- may:

- a. — ~~Decide whether or not to move forward with reductions and/or alternative measures.~~
- b. — ~~Determine the classifications to be affected, the number of positions to be reduced and the proposed effective date.~~
- c. — ~~Submit the proposal to the Human Resources Committee of the Board of Trustees.~~

~~The parties may continue to meet and confer even after layoff notices are sent to employees up to a maximum of another 30 days. The subjects of these impact negotiations shall not include the policy decisions behind the layoffs. Negotiations may include workload discussions. The parties may mutually identify classifications where there are or may be job openings within AHS and hold those openings for employees facing displacement. By mutual agreement, the parties may agree to extend the 30-day notice meet and confer process period.~~

The parties may also consider some or all of the following:

- Hiring freeze;
- Identification of vacancies for employees facing displacement;
- Reduction or elimination of use of overtime and registry in areas to be affected by a proposed reduction in force;
- Incentives for early retirement or severance packages; and,
- Identification of other possible employment-related expense reduction opportunities.

21.12 Displacement.

a. Determination of Extent of Displacement.

Whenever it becomes necessary to reduce the number of employees at AHS, the CEO shall determine the classifications to be affected by the reduction,

the number of positions to be reduced, the date the reduction is to take effect and shall request approval from the Board of Trustees.

b. Exceptions to Seniority for Displacement.

When specific positions within a classification require special skill, knowledge, or abilities, the Chief of Human Resources, with prior concurrence of the CEO, and after meeting and conferring with the Union, may designate specialties within a classification and treat such approved specialty as a separate classification for the purpose of displacement and demotion in lieu of displacement.

~~In the event of a reduction in force, the Union and Employer will establish a Workforce Planning Committee may to develop criteria for determining skills, competencies and certifications necessary for each work unit. The joint recommendations shall be submitted to ACMC for adoption.~~

c. Order of Displacement.

Displacement within the affected classifications shall be based on inverse seniority. ~~For displacement purposes only, seniority is defined as total hours worked at ACMC.~~

Before any regular full time or part time employee is displaced, first all temporary, then probationary employees will be displaced. In addition, ~~ACMC~~ AHS will cease using registry employees in the affected areas prior to any displacement.

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

d. No Layoffs when Vacancies Exist.

ACMC AHS commits to no layoffs if nursing vacancies exist in the impacted unit. Employees will not be laid off if there are vacant positions for which they are qualified with reasonable training and orientation. An employee subject to displacement may elect to move to a vacant position in the same classification or demote to a lower paying classification. Reorientation and training for a period of up to six (6) months will be provided for the displaced employee(s) in order to develop the

necessary skills and competencies for a successful transition to the new assignment. Employees may request to transfer or demote to a particular unit, however, ~~ACMC~~ AHS reserves the right to make the final assignment.

When both the employee demoting and the employee in the lower paying classification have equal seniority, the employee in the lower paying classification would be displaced first.

e. Regular Employees’ Rights to SAN Positions.

A regular employee who is not able to secure a regular position as a result of the above process will be offered a SAN position in the affected classification, ~~should one be budgeted and open~~ if applicable. For twelve (12) months following the displacement, regular employees who have elected to accept SAN positions will be given preference for SAN shifts over existing SAN employees, up to their former status.

f. Notice.

Prior to any displacement, employees will be given notice of 30 calendar days.

g. Severance. Employees who get notice of layoff may opt to take severance in lieu of layoff as follows:

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

The amount will be prorated for time less than the five year increment. Employees who accept severance are ineligible for rehire for the number of weeks they are paid severance after layoff. ~~would have been laid off and took severance will be rehired according to the rehire preference in this Article.~~ Employees who did not receive a layoff notice and were offered and accepted severance cannot be rehired for three years. After three years, these employees are eligible for rehire but must follow the posting process in Article 20 without any preference based on their prior AHS employment.

~~This offer will be extended to other employees in the affected title as described below. Employees who receive notices of severance option must~~

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~~sign for this option within the first week after the layoff notice to be eligible and will not be required to work after they sign for the option.~~

- h. The Chief Human Resources Officer, or their designee, will offer all more senior employees in the job classification the severance ~~in lieu of layoff~~ package unless, after consultation with and recommendations from the Union, the CHRO, or their designee, decides to limit the offer based on specialized needs. ~~or if the placement in that area of less senior employees in that title is not appropriate. Reorientation and training for a period of up to three (3) months can be provided for the displaced employee(s) in order to develop the necessary skills and competencies for a successful transition to the new assignment. Employees who are eligible for this severance will receive written notice two weeks before the individual layoff notice is sent advising they are in a job classification which is experiencing a reduction in force and that depending on the number of positions to be eliminated, the corresponding number of most senior employees who respond within the designated time frame will receive the severance package. Employees will be encouraged to respond in writing as quickly as possible in order to be considered for severance and that all those interested must respond within ten days of the date of the notice to be considered and If more employees respond than there are positions to be vacated, seniority will prevail. In no event is AHS obligated to pay severance to more employees or equivalent FTEs than were proposed to be laid off.~~
- i. AHS and SEIU can mutually agree on alternate ways of offering this severance package during the meet and confer process noted above in Section 21.19.
- j. RNs who do not take this option do not receive severance at the end of the thirty day notice period.

21.13 The parties can meet at the request of one side or the other any time during the layoff process in order to discuss subjects related to the reduction; however, the timing of the delivery of the ~~30 45 day~~ notice and the actual layoff are at the discretion of AHS.

21.14 **Rehire and Recall.** <moved from Article 20>

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

**ARTICLE 23 DISCIPLINE WITHOUT PUNISHMENT/NOTICE OF TERMINATION
/PERSONNEL FILES AND GRIEVANCE PROCEDURE**

AHS agrees to the principles of progressive discipline, where appropriate, and to due process as set forth in this Article. It is the intent that disciplinary action be corrective in nature and will be administered for just cause. Coaching and counseling, mentoring, orientation, training and performance improvement plans are all tools for improvement. Where possible these tools should be used in an attempt to improve performance issues prior to the formal disciplinary process. Waiver of an employee's right to Union representation during a disciplinary meeting or step meeting will be in writing.

23.1 All problems employees have are divided into three categories or tracks:

23.1.1 **Attendance**- violations of the attendance and other related policies

23.1.2 **Performance**

23.1.2.1 **Neglect of duties**- generally knowing how to do the work but just not doing or finishing it.

23.1.2.2 **Incompetence**- not knowing how to do work which is reasonably in the job description. Training or retraining should be offered initially. ~~Because progressive discipline does not make an employee competent, disciplinary steps may have to be skipped should retraining prove ineffective.~~

23.1.3 **Behavior**- conduct inconsistent with the employee's job description, the law, and/or AHS standards and policies.

23.1.4 Disciplinary actions generally follow one of these tracks, although there could be occasions when the offenses cover two or even three tracks.

23.2 **Progressive Discipline Steps.** The following are progressive disciplinary steps; they will be followed where appropriate. They should be initiated as soon as the continuation of the problem is evident, but in any event no later than three (3) six (6) months after the performance improvement stages have been followed (Article 22). If the employee or the supervisor is on an approved leave of absence, the three six months will be extended to include the time of absence. Unless waived, the employee may have union representation at each of these steps. The step in the process is determined by factors including but not limited to severity of the offense, impact on patients, other employees and/or operations, date of the last discipline and other mitigating or aggravating factors.

23.2.1 **Reminder One.** At this step in the disciplinary process, the employee will be reminded of the policy standard or performance/behavioral expectation and his/her responsibility to meet it. The employee will be

asked to make a commitment to correct the issue and once that commitment is made, a memorandum memorializing the meeting and commitment will be jointly prepared by the supervisor/manager, the employee, and the Union and signed. ~~prepared and shared with both parties to the conversation.~~ The memorandum will be placed in the employee's personnel file and after eighteen (18) months, the memorandum may not be relied upon for progressive disciplinary purposes. If the employee does not want to accept the Reminder and instead wants to contest it, he/she will have the right to grieve Reminders up to Step 3.

23.2.2 Reminder Two. This process is the same as Reminder One. When the problem persists, the employee will be reminded of the policy standard or performance/behavioral expectation and his/her responsibility to meet it. The employee will be asked to make a commitment to correct the issue and once that commitment is made, a memorandum memorializing the meeting and commitment will be prepared and shared with both parties to the conversation. The memorandum will be placed in the employee's personnel file and after eighteen (18) months, the memorandum may not be relied upon for progressive disciplinary purposes. If the employee does not want to accept the Reminder and instead wants to contest it, he/she will have the right to grieve Reminders up to Step 3.

~~**23.2.3 Final Reminder or Suspension Two.** This process is the same as Reminder One. When the problem persists, the employee will be reminded of the policy standard or performance/behavioral expectation and his/her responsibility to meet it. The employee will be asked to make a commitment to correct the issue and once that commitment is made, a memorandum memorializing the meeting and commitment will be prepared and shared with both parties to the conversation. The memorandum will be placed in the employee's personnel file and after eighteen (18) months, the memorandum may not be relied upon for progressive disciplinary purposes. If the employee does not commit and wants to contest the issue, AHS will issue a Skelly letter for an appropriate suspension not to exceed five working days or forty hours, whichever is less.~~

23.2.4 Decision Making Leave. If the issue(s) persists, another meeting will be held with the employee. He/she will be told of the pending problems that have continued and then be told to take a day off with pay to think whether they could commit to change and continue employment. If, on return, the employee commits in a second

meeting to change and continue employment, he/she returns to work. The commitment is documented in the form of a memorandum shared with all parties with a copy placed in the employee's personnel file. If the employee does not commit, he or she will be issued a notice of intent to discipline and a Skelly hearing will be held.

23.2.5 Investigatory Leave. AHS may place an employee on paid investigatory leave without prior notice in order to review or investigate allegations of misconduct, which warrants relieving the employee immediately from all work duties and removing the employee from the premises. The investigatory leave must be confirmed in writing to the employee and the Union. The confirmation must include the reason(s) for and the expected duration of the leave.

23.2.6 **Termination.** If after the Decision Making Leave the problem still persists, the employee is sent a Skelly letter for termination as described below and the Skelly process is followed.

23.3 — Appeals

~~23.3.1~~ Reminder Ones are grievable up to the third step.

~~23.3.2~~ Reminder Twos are grievable up to the third step. The Union may elect within ten (10) days of the determination at Step 3 to appeal the Reminder Two to the Director of Labor Relations for a Skelly hearing.

~~23.3.3~~ Terminations and demotions are grievable as noted below.

~~23.3.4~~ Grievances and arbitrations of termination or demotion decisions may include an appeal of the issuance of Reminder Ones and Twos.

23.4 Recommended Terminations.

A recommended suspension/termination must be served on the employee in person or mailed. The notice should include:

- 1) A statement of the nature of the disciplinary action.
- 2) A statement of the cause of the action.
- 3) A statement in ordinary and concise language of the act or omission upon which the action is based.

- 4) A statement of the employee's right to respond either orally at a meeting requested by the employee, or in writing and timeframes for responding.

23.5 Notice of Termination.

In the event of termination of an employee subject to this Memorandum of Understanding for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which relates to the employee's job, the CNE/Department Manager or Designee shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date he/she would be entitled to such notice, it shall be mailed to him/her on such date. Time spent on the job during such ten (10) day notice period by a probationary employee shall not be counted toward completion of the probationary period. AHS agrees to furnish a copy of any such notice to the Union, unless the employee requests otherwise, but failure to receive such notice shall not invalidate such termination.

23.6 Skelly Hearings.

The Union and AHS staff will meet periodically to jointly schedule hearings in advance. Scheduling will be determined by the Union's reasonable estimate of the amount of time it will take to investigate and prepare their case. Hearings will be presided over by one Skelly Officer and shall be conducted on the 2nd and 4th Thursday of each month; hearings outside of this schedule shall be by mutual consent of both parties. Cancellations will only be by mutual consent unless there are emergency circumstances beyond either the Union's or the employee's control. The Skelly officer will make the final determination if a hearing should be rescheduled because of an emergency circumstance or order an alternate remedy. The Union will make reasonable, timely requests for information and AHS will comply in a reasonable, timely manner.

The Union or the employee shall have ten (10) days after receipt of the written Skelly decision in which to submit a written appeal of the discipline. Any appeal shall be pursued under Article 23.10, Grievance Procedure, by filing a grievance at the Step 3 level (CEO or designee).

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23.7 Weingarten Rights.

23.7.1 AHS will perform an investigation of allegations as needed, including Weingarten investigatory interviews.

23.7.2 Rights Described.

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

23.7.3 Failure to Grant Weingarten Rights.

If an employee is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the employee is provided such rights and no disciplinary action shall take place until after the meeting is held.

Implementation:

~~23.7.4 Counting Disciplinary Actions Given Prior to Implementation:~~

~~Employees will be transitioned over to the new program on the following scale:~~

Old Progressive Discipline Step		New DWP Step
Minor suspension (under 6 days)	is considered to be at the level of a	Reminder One
Major Suspension (6 days and above)	is considered to be at the level of a	Reminder Two

~~Employees with pending letters for suspension at the time of implementation will be brought over into DWP for the appropriate reminder. Employees awaiting Skelly hearings for termination at the time of implementation will be processed under the old system.~~

~~**23.7.5 Implementation, Communication and Monitoring Committee.** The parties agree that implementation, communication and monitoring the program is crucial to the program's success. A joint labor management team made up of no more three union representatives and no more than three management representatives will develop implementation plans including a timetable and communications to both supervisors and employees. The~~

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~~committee will also monitor the program to keep it on track. The committee will have two months to implement the program.~~

23.8 Personnel Files.

23.8.1 Review of Personnel (H.R.) Files.

An employee, alone or accompanied by a Union Representative, shall have the right to review his/her personnel (H.R.) file or authorize his/her Union Representative in writing to conduct such a review. Upon presentation of a written authorization signed by the employee the Union Representative may request a copy of the employee's personnel record. AHS shall provide one copy of the record without charge. AHS may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available. Such inspections shall be arranged in advance with Human Resources.

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

No disciplinary material shall be inserted in an employee's personnel (H.R.) file without his/her prior notice. Discipline will be removed from an employee's official personnel (H.R.) file upon request of the employee after ~~two (2) three (3)~~ years from the date of the Skelly Decision or Settlement Agreement. All requests must be presented in writing to the CNE/Department Manager or Designee. Provided that no discipline of a similar nature has taken place for 2 ~~3~~ years, failure of the Employee to have the discipline removed does not grant permission for AHS to continue to utilize the materials in subsequent actions; materials that are greater than 2 ~~3~~ years old are considered stale and unusable. This does not apply to disciplines for patient abuse.

~~23.9 — It is understood that Labor Relations will meet with SEIU representatives to discuss and settle as pending cases at the appropriate DWP disciplinary level prior to implementation of DWP.~~

23.10 Grievance Procedure.

If an employee or the Union has a grievance or complaint concerning the interpretation or application of the terms of this MOU, it shall be taken up in the manner set forth in this Article. References to an AHS manager shall include his/her designee.

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23.10.1 Definition of a Grievance.

A grievance is ~~written complaint an allegation~~ by an employee, group of employees or the Union that AHS has violated written AHS/departmental rules, or a provision of this MOU ~~provided that the issue is within the scope of representation as defined in Government Code Section 3504.~~

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

23.10.2

STEP 1. ~~Informal Meeting with Supervisor.~~ Before beginning the formal grievance procedure, As a preliminary step, the an individual employee or a group of employees may shall first attempt to resolve the matter informally with their confer with his/her supervisor or other appropriate manager. If the matter is not resolved pursuant to this informal conversation, or the supervisor refuses to meet within 10 days from the employee's initial request to confer, a written grievance may be initiated at Step 2, as provided below.

STEP 2. ~~Submission of Written Grievance to Director or VP of Nursing for the Facility.~~ A grievance by an employee or groups of employees that remains resolved after the informal meeting or a grievance filed by the Union is to be submitted in writing via email to Grievance@AlamedaHealthSystem.org within sixty (60) days of the date upon which the grievant(s) or the Union knew the facts that gave rise to the grievance. The grievance shall state:

- A. The section of the MOU or written policy or procedure violated;
- B. The date of the violations alleged and a description of the violation;
- C. The affected individuals known at the time of filing.
- D. The remedy that is sought;
- E. The date of the informal meeting with the supervisor/manager if any.

~~the section of the MOU that has been allegedly breached; the facts upon which it is based; the remedy that is sought.~~ Within ten (10) days of the written submission, there shall be a Step 2 meeting with the Director or VP of Nursing for the Facility, or corresponding administrative level, or they shall provide a written response. There shall be a full and frank disclosure by AHS of the employer's position including supporting rationale. If the grievance is not settled, within ten (10) days of the Step-1-2 response ~~either party~~ the Union may

request in writing via email to Grievance@AlamedaHealthSystem.org that it be referred to Step 3.

STEP 3. Meeting with the CAO. Within ten (10) days of receiving the request, there shall be a Step 3 meeting with the CAO or his/her designee. AHS shall provide the Union with its final written response within ten (10) days of the conclusion of the Step 3 meeting. If the grievance is not settled, within thirty (30) days of the written Step 3 response or from the date when such response was due, ~~either party~~ the Union may provide written notice to AHS that the grievance will request in writing that the matter be referred to Step 4, Arbitration.

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

~~23.10.3 Union Grievances.~~

~~Grievances by the Union under Article 1.2 of this MOU, Recognition, may be filed at Step 3 of the Grievance procedure.~~

23.10.4 Time Limits.

No grievance or complaint shall be considered unless it has first been presented in writing at Step ~~2~~⁴ within sixty (60) calendar days of the date upon which the grievant or the Union knew, or with reasonable diligence, ought to have known of the facts that gave rise to the grievance, and no grievance shall be submitted to arbitration unless a written demand to arbitrate (submission to Step 4) is presented within thirty (30) days of the final Step 3 response. ~~On no account shall any grievance include a claim for money relief for more than one hundred and twenty (120) days from the date upon which the Grievant or the Union knew, or with reasonable diligence ought to have known, of the facts that gave rise to the grievance.~~ On no account shall any grievance include a claim for money relief for more than one hundred and twenty (120) days prior to the date the grievance was submitted in writing at Step 2 and until the violation is corrected and/or the grievance remedy is implemented. With the exception of Step 4, if AHS fails to adhere to the time limits set forth in the Grievance Procedure, the grievance will be automatically advanced to the next step.

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23.10.5 Authority of Arbitrator.

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

23.10.6 Disciplinary Actions.

Appeals of disciplinary actions are covered under Article 23.10 STEP 3.

~~23.10.7 To expedite arbitrations and therefore speed justice for both the Union's members and AHS, the Union agrees to establish a panel within Local 1021 to screen what grievances and disciplinary actions move forward to arbitration.~~

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

ARTICLE 26. PATIENT CARE COMMITTEE

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

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

26.1 Departmental Patient Care Committees.

The following areas will have one Departmental Patient Care Committee each:

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

26.2 Center-wide Patient Care Committee.

A center-wide Patient Care Committee will consist of one representative (either from the RN Unit or the General Unit) from each of the committees listed above in Article 26.1.

26.3 Frequency of Meetings.

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

Ne 3/1/21

26.4 Agendas.

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

26.5 AHS agrees to allot SEIU two more seats on the Environment of Care Committee for members of the union's choice.

26.6 Advanced Practice Provider Patient Care Committee

In addition to the Departmental Patient Care Committees, AHS and the Union agree to create a new Patient Care Committee comprised of Advanced Practice Providers (e. g., Clinical Nurse Specialists, Clinical Nurse Midwives, Certified Registered Nurse Anesthetists, Nurse Practitioners, and Physician Assistants) working in various departments across AHS. The purpose of the APP PCC is to improve patient care as well as communications and understanding between the parties.

The scope of the committee will include but not be limited to:

- Evaluating and monitoring practice standards for patient care;
- Collaborating with the other committees as AHS (e.g., the Committee on Interdisciplinary Practice) to monitor and improve patient care;
- Providing organizational guidance regarding staff training and clinical competency for clinical care;
- Identifying community health equity needs and APP avenues for overcoming gaps in health equity;
- Developing and improving professional development opportunities for APPS at AHS;
- Evaluating and improving working conditions for APPs;
- Identifying research opportunities and available support for such research.

The APP PCC will be comprised of representatives from AHS medical officers and executives, or designee(s), and SEIU Local 1021. The PCC SEIU 1021 bargaining unit members will be chosen by the Union. The total complement of employees chosen by the Union to serve on the APP PCC will not exceed seven (7) employees, unless the Parties agree otherwise in advance of the meeting.

Frequency of meetings and agendas shall be determined as negotiated in Article 26 of the SEIU RN Memorandum of Understanding.

NC 3/11/11

Tentative Agreement
Alameda Health System & SEIU Local 1021—RN Unit
March 17, 2021

ARTICLE 32

This Memorandum of Understanding shall be in effect from April 1, 2020 and shall remain in effect up to and including May 31, 2024.

For SEIU Local 1021:

For Alameda Health System:

 5/17/21

8th & 9th 28 Maximum Pt's per Floor

Title 22 Nursing:Patient Ratio – 5:1

CENSUS	RN	HARGE/CN	CLERK	CNA	BREAK RN
1-5	1	1	1	1	1
6-10	2	1	1	2	1
11-15	3	1	1	2	1
16-20	4	1	1	2	1
21-25	5	1	1	2	1
26-28	6	1	1	2	1

* C.N.A. staffing does not include sitters, C.N.A.s serving as sitters are additional

7th FLOOR 28 Maximum Pt's per Floor

Title 22 Nursing:Patient Ratio – 4:1

CENSUS	RN	HARGE/CN	CLERK	CNA	BREAK RN
1-4	1	1	1	1	1
5-8	2	1	1	1	1
9-12	3	1	1	2	1
13-16	4	1	1	2	1
17-20	5	1	1	2	1
21-24	6	1	1	2	1
25-28	7	1	1	2	1.2
29-30	8	1	1	2	1.2

* C.N.A. staffing does not include sitters, C.N.A.s serving as sitters are additional

6th Floor/ 28 Maximum Pt's per Floor

Title 22 Nursing:Patient Ratio – 3:1

CENSUS	RN	HARGE/CN	Te Tech/Fld	CLERK	CNA	BREAK RN
1-3	1	1	1	1	1	1
4-6	2	1	1	1	1	1
7-9	3	1	1	1	1	1
10-12	4	1	1	1	2	1
13-15	5	1	1	1	2	1
16-18	6	1	1	1	2	2
19-21	7	1	1	1	2	2
22-24	8	1	1	1	2	2
25-27	9	1	1	1	2	2
28-30	10	1	1	1	2	2

* 1 Telemetry Tech/F * C.N.A. staffing does not include sitters, C.N.A.s serving as sitters are additional

4th Floor

LABOR & DELIVERY
8 Labor Rooms
2 OR Rooms
3 PAR Beds
4 Antepartum Beds (in PP Unit)
4 Triage Beds

Charge RN	CORE Rns for Admit	Break RN	Triage RN	Surgical Te	Clerk
1	5	1	1	1	1

*THIS IS NOT A FLEX UNIT

Room Exa	RNS
4422 & 44	1
4424 & 44	1
4426 & 44	1
4428 & 44	1
OR/PAR	1

*ACUITY/ASSIGNMENTS PER AWHONN GUIDELINES FOR ALL FAMILY BIRTHING CENTER UNITS

NC 5/1/21

POSTPARTUM/ANTEPARTUM

17 Beds

Charge RN	RN's Based on Acuity	Break RN	LVN	Clerk
1	3*	1	1	1

Couplets CENS	Charge RN	RN's	CNA	Clerk
0-4	1	2	1	1
5-7	1	3	1	1
8-9	1	3	1	1
10-12	1	4	1	1
> 12	1	5	1	1

* C.N.A. staffing does not include sitters, C.N.A.s serving as sitters are additional

***Acuity Examples**

- 1:5 Stable Single Mothers
- 1:3 or 1:4 WNL Couplet Care
- 1:3 Antepartum or PP with complications
- 1:2 Magnesium Sulfate Infusion
- 1:1 OB Emergency

*THE ABOVE MATRIX IS EXCLUSIVE OF MEDICAL CONDITIONS OF HIGHER ACUITIES.

FOR EXAMPLES: PT's ON MAGNESIUM SULFATE INFUSION, POST-PARTUM HEMORRHAGE, FREQUENT BLOOD SUGAR CHECKS, FREQUENT VITAL SIGN (> EVERY 4 HRS), MULTI-BIRTH MOTHER, FRESH POST-OP C-SECTIONS

NICU

8 Beds

Charge RN	RN's Based on Acuity	Break/Res	Clerk
1	3*	1	1

***Acuity Examples**

- 1:1 Unstable/Transport Out
- 1:2 Intensive Care
- 1:1 C-Section Assist & New Admits
- 1:2 or 1:3 Intermediate Care/Well Baby Assist

JGPH Inpatient Units - Max 23 patients

Title 22 Nursing:Patient Ratio – 6:01

CENSUS	RN	CN III	CLERK	MHS*	BREAK RN
1-6	2	1	1	3	1
7-12	2	1	1	3	1
13-18	3	1	1	3	1
19-23	4	1	1	3	1

*one additional MHS added for every 1:1 patient

1 LVN/LPT can replace 1 RN per shift

JGPH Psychiatric Emergency Service

Title 22 Nursing:Patient Ratio – 6:01

CENSUS	RN	TRIAGE RN	CN III	CLERK	MHS*	BREAK RN
19-24	4	2	1	2	4	1
25-30	5	2	1	2	4	2
31-36	6	2	1	2	4	2
37-42	7	2	1	2	4	2
43-48	8	2	1	2	4	2
49-54	9	2	1	2	4	2
55-60	10	2	1	2	5	2

nc 5/1/21

61-66	11	2	1	2	5	2
67-72	12	2	1	2	5	2

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s(1/2)

Additional triage RN and clerk at peak hours/higher census

*one additional MHS for every 1:1 patient

1 LVN/LPT can replace 1 RN per shift

Acute Rehabilitation Staffing Ladder

CENSUS	RN	CNA	BREAK NURSE DAY/ PM
5	1	1	1
6	2	1	1
7	2	1	1
8	2	1	1
9	2	2	1
10	2	2	1
11	3	2	1
12	3	2	1
13	3	2	1
14	3	2	1
15	3	2	1
16	4	2	1
17	4	3	1
18	4	3	1
19	4	3	1
20	4	3	1
21	5	3	1
22	5	3	1
23	5	3	1
24	5	3	1
25	5	4	1
26	6	4	1
27	6	4	1
28	6	4	1

Number of CNA's on the floor, based on how many sitters and Unit Acuity

RN 1: 5

CNA 1:8

NURSE MANAGER WILL CHECK WITH CHARGE NURSE FOR FINAL STAFFING

NCS (1/21)

CHARGE DAY/PM	NOC BREAK NURSE
	1
	1
	1
	1
	1
	1
	1
	1
	1
	1
	1
	1
1	1
1	1
1	1
1	1
1	1
1	1
1	1
1	1
1	1
1	1
1	1
1	1
1	1
1	1

ncb/ibw