

**MEMORANDUM  
OF  
UNDERSTANDING  
SEIU – RN Unit  
AND  
ALAMEDA HEALTH SYSTEM**

**April 1, 2020 – May 31, 2024**

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN SEIU LOCAL 1021 REPRESENTING REGISTERED NURSES**  
**AND**  
**THE ALAMEDA HEALTH SYSTEM**

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Alameda Health System (hereafter “AHS”) and SEIU Local 1021 (hereafter collectively referred to as the “Union”) for employees working in classifications listed in 1.1 below.

MUTUAL RESPECT. AHS and the Union agree that all employees regardless of position, profession, or rank will treat each other with courtesy, dignity, and respect. The foregoing principles shall also apply in providing services to the public.

**ARTICLE 1    RECOGNITION**

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

CRIT CARE OUTCOME APACHE ANLST
CLINICAL NURSE III
CLINICAL NURSE II
CN II - INVASIVE SPECIALIST
EMPLOYEE HEALTH NURSE
CLINICAL NURSE I
NURSE ANESTHETIST
CN-II AMBULATORY ONCOLOGY NAVIGATOR
CERTIFIED NURSE MIDWIFE
PERINATAL CARE SPECIALIST
CLINICAL NURSE SPECIALIST
PHYSICIAN ASSISTANT/NURSE PRACTITIONER
SLH PHYSICIAN ASSISTANT/NURSE PRACTITIONER
CN II - AMBULATORY CLINIC NURSE
CN II - AMBULATORY INFUSION NURSE
CN II - AMBULATORY PROCEDURAL NURSE
NURSE, CARE MANAGEMENT
CN II, CARE MGMT
CN II-CASE MGMT-CARE TRANS PGM
CN II, CASE MGMT CARE TRANSITION & COMPLEX CARE

### **Additions to Bargaining Unit.**

When AHS seeks to create a new classification and/or title, AHS will notify the Union of the bargaining unit assignment, if any, of such classification. Notice will be provided via email to the SEIU Local 1021 Area Director and the Chapter President. The Union shall have 30 (thirty) calendar days after transmittal of such notice to consent to AHS's assignment of the newly created classification/title to a bargaining unit, or to an employee grouping which has not been assigned to a bargaining unit. SEIU shall submit in writing the contact information of the SEIU Local 1021 Area Director and Chapter President and provide written updates regarding changes as they occur to Labor Relations.

### **1.2 Disputes.**

If the Union contests the bargaining unit assignment of the newly created classification/title within the 30 (thirty) calendar day notice period, AHS and SEIU shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit of the title/classification, the dispute shall be submitted to PERB for resolution.

If the Union does not contest the bargaining unit assignment of the newly created position within the 30 (thirty) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties.

## **ARTICLE 2 NO DISCRIMINATION/NO RETALIATION**

### **2.1 Discrimination Prohibited.**

Alameda Health System and the Union shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, child birth, medical conditions related to pregnancy and child birth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, physical or mental disability, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), HIV status, status as a covered veteran or any other veteran who served on active duty during a war or in the uniformed services (including service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), as well as state military and naval service), political affiliation or political opinion, age, citizenship, union activity, or union affiliation. This provision is intended to be consistent with the provisions of applicable state and federal law and AHS policies.

### **2.2 No Discrimination on Account of Union Activity.**

Consistent with the law, neither AHS nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Union activity.

### **2.3 Whistle Blowing/Retaliation.**

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

- 2.4 **Union Representation in Cases of Workplace Harassment:** An employee who reports that they are being harassed in the workplace may choose to have a shop steward or union representative in the meeting with management wherein management is investigating the claims being made.
- 2.4 AHS shall not leverage an employee's license or certification as a means to threaten, bargain, or retaliate against any employee. AHS and SEIU acknowledge the value and importance of the employees' professional licensure. AHS will give appropriate consideration to the liberty and professional interests of licensed employees when making reports to state and federal regulators.

### **ARTICLE 3      UNION SECURITY, BULLETIN BOARDS AND ACCESS**

#### **3.1      Notice of Recognized Union.**

AHS shall give a written notice to persons newly employed in representation unit classifications which contains the name and address of the employee organization recognized for such unit. The notice shall also include the fact that the Union is the exclusive bargaining representative for the employees' unit and classification. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classifications of the units for which this Article is applicable.

##### **3.1.1.    Data to Union**

On a weekly basis, AHS will provide the Union with an electronic list of bargaining unit employees': Full Name, Employee, Employee ID, Bargaining Unit, Job Title, Status, Department, Work Location, Work Email Address, Home Address, Home/Cell Phone Number, Personal Email if AHS maintains such information, Date of Hire, Seniority Date, FTE, Rate of Pay, and Pay Step.

##### **3.1.2.    Payroll Deduction of Union Dues**

SEIU shall certify to AHS in writing the dues required for Union membership. Any changes in the dues rate shall be certified to AHS, in writing, at least thirty (30) calendar days prior to the effective date of such change.

Employee requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than AHS. AHS shall rely on the Union's representations regarding deductions that are submitted by a representative of the Union.

Deductions for dues, COPE, or other Union-sponsored programs shall start the pay period after AHS receives notification from the Union of the authorization to make such deductions.

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

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the membership dues to be deducted and remitted. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over union dues and service fees.

### **3.1.3. C.O.P.E.**

Consistent with this Article, AHS will honor assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, when such assignments are submitted on a form agreed to by the Union and AHS, and AHS will remit such contribution to the Union. It is understood by all parties that such contribution will be on an individual and voluntary basis.

#### **3.1.3.1. Payroll Deductions and Payover.**

AHS shall deduct Union dues or service fees and premiums for approved insurance programs from an employee's pay in conformity with State regulations. AHS shall promptly pay over to the designated payee all sums so deducted.

#### **3.1.3.2. Hold Harmless.**

The Union shall indemnify and hold AHS, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the deduction of Union dues and/or C.O.P.E. provisions herein. In no event shall AHS be required to pay from its own funds, Union dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

## **3.2 Union Bulletin Board, Meetings and Access to Employees**

### **3.2.1 Bulletin Boards.**

Reasonable space shall be allowed on bulletin boards as specified by CNE/Department Manager or Designees for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not on walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature. Where a Department policy permits an employee to post materials in their workplace for personal convenience, union materials shall be treated on the same basis as other materials so posted.

### **3.2.2 Use of AHS Facilities.**



AHS facilities may be made available upon timely application for use by off-duty employees and the Union. Application for such use shall be made to the management person under whose control the facility is placed.

### **3.2.3 Union Offices.**

AHS agrees to provide the union with offices in appropriate locations on both the Fairmont and Highland campuses.

### **3.2.4 Job Contacts.**

Any authorized representative of the Union shall have the right to contact individual employees working within the representation unit represented by their organization in AHS facilities during business hours on matters within the scope of representation, provided prior arrangements have been made for each such contact with the CNE/Department Manager or Designee. The CNE/Department Manager or Designee shall grant permission for such contact, if, in their judgment, it will not disrupt the business of the work unit involved. When contact on the work location is precluded by confidentiality of records or of work situation, health and safety of employees or the public, or by disturbance to others, the CNE/Department Manager or Designee shall make other arrangements for a contact location removed from the work area during the same workday or the following workday. AHS will notify the Union of any representative that fails to follow the provisions of this section. If such notice and subsequent meeting fails to correct the problems and violations of reasonable access rules still persist, AHS retains the right to file an unfair labor practices complaint against the Union for failure to comply with the terms of this Memorandum of Understanding. AHS may elect to utilize the services of an arbitrator in the same manner and in the same timeframes as specified in the grievance provision (Article 23) of this contract. The cost will be split between the parties.

### **3.2.5 Meetings.**

Meetings of a representative of a recognized employee organization and a group of employees shall not be permitted during working hours, except as provided herein or in Article 23, Grievance Procedure. The CNE/Department Manager or Designee may, upon timely application, allow meetings of a representative and/or a steward of a recognized employee organization and a group of employees during the lunch period in AHS facilities. If conducting group orientation sessions for new employees, the CNE/Department Manager or Designee shall permit a union representative or a steward to meet with said new employees for a period not to exceed 30 minutes. A steward who attends an orientation session shall be permitted release time for this purpose. Such time is deducted from the release time permitted to Shop Stewards in Article 4, Shop Stewards. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal employee organization business.

### **3.2.6 Departmental Meetings.**

Unless otherwise agreed, representatives or employees of employee organizations shall not be permitted to attend meetings or conferences called by departmental personnel to attend to matters arising out of the normal course of departmental activities.

As used herein, departmental meetings shall not include meetings between management and affected employees on matters mutually acknowledged to be submitted under Article 23 Grievance Procedure.

### **3.2.7 Personnel Manual.**

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

## **ARTICLE 4 SHOP STEWARDS**

### **4.1 Purpose.**

AHS recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that the Union in appointing such shop stewards, does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

### **4.2 Role of Steward and Supervisor.**

The shop steward recognizes the fact that the supervisor is the key person in the department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that their stewardship function does not relieve them from conforming to all rules of conduct and standards of performance established by law, regulation, or department policy or Memorandum of Understanding.

### **4.3 Selection of Stewards.**

The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the CNE/Department Manager or Designee and the Labor Relations Manager for AHS in writing of the names of the stewards and the units they represent. If a change in stewards is made, the CNE/Department Manager or Designee and the Labor Relations Manager for AHS shall be advised in writing of the steward being replaced and the steward named to take their place. The number of stewards shall be mutually agreed upon and a list of stewards shall be submitted to each department concerned.

### **4.4 Duties and Responsibilities of Stewards.**

The following functions are understood to constitute the complete duties and responsibilities of shop stewards. It is understood that compensation for the release time indicated below shall be

at the employee's regular rate of pay and shall include differentials to which the employee would normally be entitled.

**4.4.1 Duties and Time Limits:**

**a. Shop Stewards Working Full Time.**

After obtaining supervisory permission, shop stewards employed full-time will be permitted to leave their regular work area during on-duty time not to exceed eight (8) hours per pay period in order to assist in the investigation of facts and assist in the presentation of a grievance or a disciplinary action.

**b. Shop Stewards Working Less Than Full Time.**

After obtaining supervisory permission, shop stewards employed two-fifths (2/5) time or more, but less than full time, will be permitted to leave their normal work area during on-duty time not to exceed four (4) hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action.

**4.4.2 Attendance at Meetings.**

No more than one shop steward may attend meetings of the AHS Board of Trustees, AHS Operations Improvement Committee, Executive Committee or other mutually agreed upon meetings on paid release time. Time for attendance at such meetings shall be deducted from the above stated release time for shop steward activities. Upon obtaining supervisory permission, additional shop stewards may be released to attend meetings.

**4.4.3 One Steward Released to Conduct Investigation.**

Only one shop steward shall be entitled to release time to conduct an investigation at any one time.

**4.4.4 Permission to Investigate While on Duty.**

To obtain permission to investigate a grievance on on-duty time, the steward shall advise the supervisor of the grievant of their investigation of the facts and the general nature of the grievance. The shop steward shall report such time to their supervisor as shop steward leave for timekeeping purposes.

**4.4.5 Discussion of Problem with Employees.**

The shop steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, patients or patients' families and outside interested parties will not be contacted by stewards as part of the grievance process without prior authorization of the Employer. The employee may be represented

by a steward at such times as a grievance is reduced to writing.

**4.4.6 If Permission is Denied.**

If, in the judgment of the supervisor, because of the necessity of maintaining an adequate level of service, permission cannot be granted immediately to the shop steward in order to present or investigate a grievance or a disciplinary action during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.

**4.5 Conduct Of Meetings.**

Any meeting of shop stewards and supervisors will be held in a quiet, dignified manner. Management personnel will agree to recognize and work with Union stewards in a conscientious effort to settle problems at the earliest possible step of the grievance procedure.

**4.6 Limitations of Time Off.**

Stewards shall not be permitted time off from their work assignment for the purpose of conducting general Union business.

**4.7 Shop Steward Signs.**

Shop stewards may identify themselves by use of an appropriate sign or placard.

**4.8 Number of Representatives for Negotiations.**

Prior to the beginning of a discussion for a successor Memorandum of Understanding, the parties agree to meet to discuss the number of employee representatives on the bargaining team. AHS will release employees from regular duties to attend such meetings; compensation for that release time shall be at the employee's regular rate of pay and shall include differentials to which the employee would normally be entitled.

**ARTICLE 5 QUALITY PATIENT CARE**

**5.1** The highest standards of quality patient care are the mutual goal of AHS and the Union.

**5.2** The current staffing plan for AHS is attached as Appendix D and incorporated herein by reference. It is understood that the staffing plan can be modified as a result of factors including but not limited to changes in patient acuity, patient care or service delivery system, technology, or other reasonable factors. Proposed changes shall be discussed prior to a decision in the appropriate Patient Care Committee (PCC). The PCC shall have one month to meet at least twice on the subject. The proposed change will then be referred to Workforce Planning to negotiate over impact for up to 30 days from the date the matter is submitted to Workforce Planning by AHS. At the end of these discussions management reserves the right to make the final decision on staffing. Staffing Matrix is the plan to determine core staffing needs of the unit and is distinct from other issues such as schedule changes. Nothing in this section shall supersede Article 21 of the MOU when there is a reduction in force. AHS will be responsible for

adopting a system of staffing by acuity in inpatient acute care units in conformance with the accreditation and licensure requirements of the Joint Commission and Title 22.

- 5.3 The staffing requirements generated by the acuity system will be reviewed every shift, prior to making staffing decisions for the subsequent shift. Consideration will be given to such variables as admissions, transfers, discharges, patient education, and the psychological needs of the patient's family and/or other support system. The acuity system will show the level of acuity for each patient, and the level of acuity for each unit as a whole. The above information shall be available to Registered Nurses at the end of each shift.
- 5.4 Patient Care assignments and nursing care hours based on the acuity system shall equal the Nurse's regularly-scheduled shift including meals and breaks.
- 5.5 Patient assignments to Registered Nurses shall be in compliance with applicable law and the acuity care system.
- 5.6 The reliability of the patient classification system for validating staffing requirements shall be reviewed within sixty (60) days of ratification of this Agreement, then at least annually thereafter in each year by a committee with an equal number of members appointed by the Union and nursing administrator to determine whether or not the system accurately measures patient care needs.
- 5.7 At least half of the members of the review committee shall be registered nurses who provide direct patient care.
- 5.8 Nurses participating in the Committee under this Article shall carry out their duties under this section on AHS time, provided, however, that the employee shall only be granted paid release time for meetings.
- 5.9 Staffing Manual: Within sixty (60) days of ratification, AHS shall provide a staffing manual which will be maintained as a separate binder on each nursing unit. The manual will contain comprehensive information which summarizes and explains the patient classification system and will be available at all times for review by Staff Nurses. The Nurse Manager or House Supervisor shall be available for consultation and AHS will offer periodic in-services and updates on the patient classification system as needed.
- 5.10 AHS and the Union embrace a collaborative review and evaluation process between management and staff nurses in the Patient Care Committees to identify issues and specific recommendations to improve patient care and patient satisfaction. The parties further share a commitment to an evidence-based approach to such ongoing review and evaluation based on research, data collection and ongoing staff nurse input. In order to facilitate this approach information, including but not limited to the following shall be reviewed in the Patient Care Committees:
  - Patient Census Numbers
  - Compliance with California State Nurse Staffing Ratios
  - Agency nurse usage records
  - Overtime work records

- Patient satisfaction data
- Nurse satisfaction data
- Nurse vacancy and turnover rates including the time taken to fill each vacancy
- Patient Acuity
- Information and reports related to sentinel events
- Information submitted to the Joint Commission and state or federal regulatory agencies

**5.11** In order to ensure safe staffing levels at all times, all nursing units and all shifts shall have a Break Nurse assigned. The Break Nurse shall be a licensed nurse who does not take a specific patient assignment. The Break Nurse shall assume temporary care of individual assignments to bridge patient care gaps during breaks and meal times. When the Break Nurse is not relieving other nurses for breaks and meal times, they shall assist with all facets of patient care to meet the needs of the unit. This Section and Section 5.12 below shall not apply to the skilled nursing facility(s).

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

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

**5.14 Title 22: Staffing Plan Compliance**

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

Non-compliance with established matrices shall be subject to the grievance procedure in the parties' MOU.

In addition, the PCC will review and make recommendations for educating employees concerning the PCS and to obtain input from interested staff concerning the PCS and the overall staffing plan.

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

The SPC will meet with the designated representatives of each PCC. The designated

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

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

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

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

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

### **LACTATION ACCOMMODATIONS**

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

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

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

- 6.2** The 24/7 units are defined as follows: Intensive Care, Neonatal Intensive Care, SDU, Telemetry, Med/Surg, Post-Partum, Obstetrics, Emergency, Trauma, Labor and Delivery, Surgery, Post Anesthesia Recovery, Ambulatory Surgery, Rehabilitation, John George, and the Skilled Nursing Facility.

### **6.3 Work Schedule and Change of Shift.**

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

mutually agreed to by the Union or AHS.

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

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

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

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

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

Changes to hours of work will be handled in accordance with AHS's obligations under Government Code section 3500 to meet and confer with the Union.

**6.4 Workday and Workweek.**

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

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

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

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

**6.5 Hours of Work Defined.**

For all employees, hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in AHS's work place, or in some other place where the employee has been approved to carry out the duties of AHS.

**6.6 Meal Periods and Rest Breaks**

1. Rest breaks of 15 minutes, unless otherwise agreed to in writing by AHS and SEIU Local 1021, will be provided for every work period of more than three (3) hours duration. Employees will be relieved of all duties in an uninterrupted 30-minute meal break.



Break patterns may be discussed in Patient Care Committees (PCC). For example, of the 1-1/4 hours of relief time in a 12-hour shift, a work shift could arrange a combination of a 30-minute unpaid meal period and a 15-minute rest break to provide for a 45-minute lunch period. This arrangement would need to be decided in the department's Patient Care Committee and signed by the Manager and the SEIU Field Representative supporting that PCC.

2. Break nurses will be SEIU Local 1021 bargaining unit members except in an emergency or unavoidable situation during a shift when a supervisor or manager may serve temporarily as break nurse only if they have been relieved of all administrative duties and are able to perform direct patient care duties within ratio as a break nurse.
3. Every nurse on each Nursing unit at Highland, John George, Fairmont and Offsite Clinics shall be provided the equivalent of two (2) 15-minute rest breaks and one (1) 30-minute meal period when working an eight (8)-hour shift. Meal periods will be provided within the first five (5) hours of the 8-hour shift.
4. Every nurse on each Nursing unit at Highland, John George, Fairmont and Offsite Clinics shall be provided the equivalent of three (3) 15-minute rest breaks and one (1) 30-minute meal period when working a 10-hour shift. Meal periods will be provided within the first seven (7) hours of the 10-hour shift.
5. Every nurse on each Nursing unit at Highland, John George, Fairmont and Offsite Clinics shall be provided the equivalent of three (3) 15-minute rest breaks and one (1) 30-minute meal period when working a 12-hour shift. Meal periods will be provided within the first eight (8) hours of the 12-hour shift.
6. The nurse relieving other nurses for meal periods and rest periods shall be required to take Charge Nurse Report and any Charge Nurse updates with the Charge Nurse so they are informed of pertinent patient information about all patients on the unit.
7. Barring any urgent/emergent situation, the scheduled nurse shall adhere to the times they are prescheduled for rest breaks and meal periods. Should an urgent/emergent situation arise and the nurse believes they cannot take their rest break or meal period, they should notify their supervisor/manager. The supervisor/manager will determine whether the break/meal period can be moved to another time or the nurse should receive compensation for a missed meal period or rest break by completing an authorization for payment of missed break form when it is safe to do so. If the supervisor/manager indicates to the nurse that there is coverage and they can take their lunch break and/or rest period then the nurse should do so. When no supervisor or member of management is available, the Charge Nurse can act in their stead and authorize.
8. The shift leader (manager or Charge Nurse) will facilitate the staff signing up for rest

breaks and meal periods at the beginning of the shift during the change of shift huddle. Rest breaks and meal periods will not be assigned within the first and last hour of a scheduled shift.

#### Meal Period Coverage

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

#### Rest Break Coverage:

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

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

1. A unit Manager/Director and/or the Nursing Supervisor should be notified at the time of the missed meal period or rest break. This allows for the possible procurement of resources to relieve the nurse for rest break or meal period. If none of the aforementioned is available, the Charge Nurse may act in their stead. If the nurse misses a rest break or meal period due to an emergent/urgent patient care situation, notification to the unit manager, nursing supervisor or Charge Nurse can be done when it is safe to do so.
2. All missed rest breaks and meal periods should be documented on the Authorization for Payment for Missed Meal Period/Rest Break form.
3. The employee should obtain the signature of a unit Manager and/or Director and/or the Nursing Supervisor on duty. If none of the aforementioned is available, the Charge RN may act in their stead.

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

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

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

#### **6.7 Flexible Schedules.**

AHS may continue current flexible workweek schedules and may agree to future requests from an individual or work group based on request of employee(s) and operational needs. Elimination of a flexible work week shall not be subject to the grievance procedure. If the employer wishes to terminate an existing practice of flexible hours for more than one employee in a scheduling unit or group or implement a new flexible scheduling program, the Union will be notified. AHS will meet and confer upon the request of the Union.

#### **6.8 Alternate Shift Assignments.**

At the request of either party (AHS and SEIU), meetings can be scheduled to discuss alternate shift schedules. Any alternative schedule will require mutual agreement.

#### **6.9 Voluntary Reduction of Work Period.**

Upon mutual agreement of the full-time permanent employee covered by this Memorandum of Understanding and the CNE or designee, such employee may elect to reduce work hours with an equal reduction in pay and paid benefits for periods of up to thirteen (13) pay periods as follows:

- 6.9.1 An employee and CNE or designee may agree that the employee shall work a part-time work schedule of 90%, 80%, 70%, 60%, or 50% in any biweekly pay period with a corresponding reduction in pay and paid benefits.
- 6.9.2 Employees working an approved reduced work schedule shall revert to full-time work status at the end of the agreed to period or, if the employee transfers, promotes, demotes, terminates or in any other way changes their status with AHS they shall be removed from the reduced work schedule.
- 6.9.3 With ten (10) calendar days advance notice, the CNE or Designee may unilaterally terminate an approved reduced work schedule in the event of an unanticipated staffing or fiscal emergency. The determination to terminate the approved reduction shall be final and non-grievable.
- 6.9.4 Employees opting to reduce hours under this section, shall be deemed full-time employees for all purposes of this Memorandum and provided that such employees shall be entitled to paid leave accruals and health and dental plan and

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

- 6.9.5** Employees who reduce working hours under this section will remain on the payroll with full-time employee status and the hours not worked as the result of the reduction shall be coded as leave without pay.

**6.10 Working Non-Assigned Shifts.**

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

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

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

**Extra Shift and SAN Registered Nurses Scheduling**

- 6.10.2** SAN staff will identify a primary area of work and may select an alternate area in which they are qualified/competent.

- 6.10.3** The primary area of work obligations must be met prior to a SAN employee working in an alternate setting.

- 6.10.4** A confirmed SAN employee's shift in their primary work area cannot be bumped by a SAN employee's alternate area. Once a SAN's shift has been confirmed, said shift cannot be cancelled to accommodate a request for the shift by a regular part-time, regular full-time, a SAN with greater seniority, or registry/traveler.

- 6.10.5** SAN employees may submit a calendar of availability to the manager to assist with scheduling.

- 6.10.6** Full-time, Part-time and SAN employees (inclusive of 120-day retirees) shall

have an exclusive view of all available shifts for a minimum of 72 hours after initial posting of the preliminary schedule. A 120-day retiree's seniority shall be determined by the number of hours worked since the SAN's rehire after retirement.

- 6.10.7** It is not the intent of AHS to adjust regular employees' shifts to accommodate SANs.
- 6.10.8** Confirmed shifts are not guaranteed and may be canceled depending upon the staffing needs.
- 6.10.9** SAN employees can identify which shifts they are available to work for each day when they submit a calendar.
- 6.10.10** SAN employees are accountable to the Department Manager/Supervisor for the shift they are working. If a shift is awarded, the SAN is responsible for that shift, unless they have provided at least two (2) weeks' notice of cancellation. If a SAN cancels a shift with more than two (2) weeks' notice, the shift will not count towards their availability requirements under this Agreement. This does not apply to emergency, unforeseen situations which would occur within the two-week timeframe. The intent of AHS and the Union is that SANs give as much notice as possible that they are cancelling a shift.
- 6.10.11** Confirmed shifts within two (2) weeks of scheduled work date will require an exchange with another qualified employee. This does not apply to emergency, unforeseen situations which would occur within the two-week timeframe.

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

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

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

procedure.

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

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

## **6.11 Twelve Hour Schedules.**

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

### **6.11.1 General Provisions.**

**6.11.1.1** The twelve (12) hour position will be filled according to seniority in the unit and will be strictly voluntary, creating an integrated eight (8) and twelve (12) hour schedule.

**6.11.1.2** Employees participating in the twelve (12) hour shift program will commit themselves to working a twelve (12) hour shift on a continuing basis. If the employee chooses to cease working a twelve (12) hour shift, they must

provide written notice to the manager. The manager will make a reasonable effort to accommodate the employee and return the employee to an eight (8) hour schedule. In the event the Manager is unable to return the employee to an eight (8) hour shift, the employee may request a transfer to a vacant position pursuant to Article 20.

- 6.11.1.3** Full-time participating staff will work three (3) twelve (12) hour shifts (36 hours) in a work week, and be compensated with 36 hours of pay and with health and welfare benefits equivalent to that of an employee working full-time (40 hours) in a work week. Vacation, educational leave, holiday and sick leave accruals will be equivalent to those for full-time employees. Wages will be based upon the 12 hour shift rates as established in Appendix A.
- 6.11.1.4** Any employees commencing 12 hour shifts after January 25, 2009 will be paid 36 hours for 36 hours worked with full time health and welfare benefits and leave accruals with the value of a holiday at 12 hours. Paragraph 6.9.2 above applies to these new nurses as well. Wages will be based upon the non-12 hour shift rates as established in Appendix A.
- 6.11.1.5** Nurses working 12 hour shifts who are regularly scheduled for 36 hours will be given opportunities based on rotating seniority within their unit to pick up extra hours up to 40 hours in a week.
- 6.11.1.6** Part-time participating staff will work two (2) twelve (12) hour shifts (24 hours) in a workweek and be compensated with pay and benefits equivalent to that of an employee working twenty-four (24) hours in a workweek.

### 6.11.2 12-Hour Shift Pay.

Shift differentials will be calculated when actual hours are worked using the following table:

7:00 a.m. – 3:00 p.m. (day)

3:00 p.m. – 11:00 p.m. (pm)

11:00 p.m. – 7:30 a.m. (night)

\* The shift differential rates shall be the applicable rates in Article 15.  
“12-hr Shift Language” Pay Practice effective October 1998

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

### 6.11.3 Breaks and Meal Periods.

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

### 6.11.4 Holidays for Twelve Hour Shifts.

Full time staff working on a recognized holiday will receive one and one-half (1<sup>1</sup>/<sub>2</sub>) times the straight time of the hourly rate for each hour worked. Additionally, they will receive twelve (12) hours banked holiday in lieu time, or by mutual agreement of the employee and the CNE/Department Manager or Designee may be compensated in cash pursuant to Article 7.9. If the employee is observing the holiday as part of their seventy-two (72) hours, the value of the holiday will be twelve (12) hours. If an employee is not scheduled to work a holiday as part of their thirty-six (36) hours, the value of the holiday will be twelve (12) hours. If they are on paid status less than seventy-two (72) hours, the value of the holiday will be prorated.

Participating staff taking a day off in lieu of an actual holiday or a vacation day will be paid for twelve (12) hours from the accrued holiday or vacation time. Floating holidays are defined as having the value of eight (8) hours for full time employees, therefore, employees would need to make up the difference with accrued vacation.



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

**6.11.5 Termination of 12 Hour Shifts.**

In the event that AHS intends to terminate a twelve (12) hour shift arrangement it shall give at least forty-five (45) days written notice to the Union and to affected employees and, upon written request, shall meet and confer regarding such a termination.

**6.11.6 Part-Time and SAN Requests for Pre-scheduled 12-Hour Shifts.**

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

If a Part-time or SAN employee is pre-scheduled for an eight (8) hour shift all hours worked in excess of eight (8) hours will be compensated at rates as defined in Article 14— Overtime payment.

**6.12 12-hour Weekend Shift Only Positions**

**6.12.1** Clinical Nurse II's and, Clinical Nurse II 24/7 Unit, assigned to work two 12-hour shifts every weekend (definition of weekend in Article 15.2.2.) shall be compensated at 26% of day shift and 31% for night shift, inclusive of shift differential. Benefits will be prorated in accordance with this contract.

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

**6.13 Ten Hour Schedules.**

Utilization of ten (10) hour shifts for eligible employees shall be at the discretion of the CNE/Department Manager or Designee. Represented members working a ten-hour shift schedule will remain in that schedule subject to this Section.

**6.13.1 General Provisions.**

The ten (10) hour position will be filled according to seniority in the unit and will be strictly voluntary, creating an integrated eight (8) and ten (10) hour schedule.

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

employee to an eight (8) hour shift, the employee may request a transfer to a vacant position pursuant to Article 20.

**6.13.2 Holidays for Ten Hour Shifts.**

Full time staff working on a recognized holiday will receive one and one-half (1<sup>1/2</sup>) times the straight time of the hourly rate for each hour worked. Additionally, they will receive ten (10) hours banked holiday in lieu time or by mutual agreement of the employee and the CNE/Department Manager or Designee may be compensated in cash pursuant to Article 7.9. If the employee is observing the holiday as part of their four (4) ten (10) hour shifts, the value of the holiday will be ten (10) hours. If an employee is not scheduled to work a holiday as part their four (4) ten (10) hour shifts, the value of the holiday will be ten (10) hours. If they are on paid status less than eighty (80) hours, the value of the holiday will be prorated.

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

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

**6.13.3 Termination of 10 Hour Shifts.**

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

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

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

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

**6.14 Low Census Procedure.**

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

- a. Cancel any employee who is working an overtime shift on a rotating basis using inverse seniority;
- b. Cancel contract registry/travelers within the affected job classification

and affected department/unit;

- c. Cancel SAN employees within the affected job classification and department/unit on a rotating basis using inverse seniority;
- d. Offer employees an education day in order to complete CEUs or other educational requirements pursuant to Article 12 on a rotating basis beginning with the most senior employee; employees must provide documentation to the manager; for calculation of time, one continuing education contact hour will be equal to one hour of Education Leave up to the balance of the shift being cancelled;
- e. Solicit volunteers on a rotating basis beginning with the most senior employee from among employees in the affected department who are presently at work and, if time permits, among those scheduled to arrive for the upcoming shift. Employees who volunteer to be canceled may take the shift as unpaid or vacation time if accrued and available;
- f. Float employees pursuant to the Float Policy attached as Side Letter on Floating to an alternative assignment.
- g. If an employee declines to float, then the employee shall be considered to have opted to voluntarily be canceled pursuant to 'e' above.

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

## **ARTICLE 7      HOLIDAYS**

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

Paid Holidays shall be:

January 1 - New Year's Day

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

Third Monday in February – Presidents' Day

Last Monday in May - Memorial Day

July 4 -Independence Day

First Monday in September - Labor Day

November 11 - Veterans' Day

Fourth Thursday in November – Thanksgiving

Day After Thanksgiving

December 25 – Christmas

**7.2 Other Days When Appointed.**

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

**7.3 Floating Holidays.**

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

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

**7.5 “Holiday Shift” Defined.**

When an assigned shift overlaps two (2) calendar days, a “holiday shift” occurs when the majority of work, excluding overtime, is performed or scheduled on the holiday.

**7.6 Value of a Holiday.**

The value of a holiday which falls during a pay period is 1/10th of an employee’s time spent in paid status during such pay period, excluding overtime. The maximum value of a holiday is eight (8) hours for an employee normally scheduled to work eight-hour shifts, ten hours for an employee normally scheduled to work ten-hour shifts, and twelve (12) hours for an employee normally scheduled to work twelve-hour shifts.

**7.7 Holidays Observed on Work Days.**

In the event that January 1; July 4; November 11, known as “Veterans Day”; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this paragraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by the

Chief Executive Officer or designee, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

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

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

## **7.9 Holiday Compensation.**

### **7.9.1 For Full-Time Employees.**

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

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

### **7.9.2 For Part-time Employees.**

For part-time employees, the compensation for holidays not worked shall be at straight time, prorated each pay period in which a holiday occurs, based upon a pro-ration of the hours which would have been worked within the week, but for the holiday, to forty (40) hours per week.

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

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

### **7.9.3 In-Lieu Day Off.**

When a holiday as set forth above falls on an employee's regularly scheduled day off, such employee may be given an in-lieu day off (a less than full-time employee will receive a prorated in-lieu day off) within twenty-six (26) pay periods to be scheduled by mutual agreement of the employee and the CNE/Department Manager or designee, or the CNE/Department Manager or designee may compensate the employee at straight time including applicable differentials. Should an in-lieu day off not be taken within twenty-six (26) pay periods, the employee shall be compensated at straight time including applicable differentials.

## **7.10 Scheduling Work on Holidays.**

When AHS determines that it will be necessary to fill a position on a holiday, the incumbent employee shall be offered such work before it is offered to another employee, provided that the holiday occurs on the incumbent employee's regular workday. If the employee chooses to work

the holiday, they shall receive an in-lieu day off in conjunction with their regularly scheduled day(s) off within twenty-six (26) pay periods to be scheduled by mutual agreement of the employee and the CNE/Department Manager or designee or by mutual agreement of the employee and CNE/Department Manager or designee the employee may be compensated at straight time including applicable differentials. Should an in-lieu day off not be taken within twenty-six (26) pay periods, the employee shall be compensated at straight time including applicable differentials.

**7.11 Eligibility for Holiday Pay.**

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

**7.12 Exempt Work Situations.**

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

**ARTICLE 8 PAID TIME OFF**

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

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

**8.2 Hours Eligible for PTO Accrual.** PTO is accrued biweekly, based on the straight time portion of hours paid, which includes ESL hours taken, PTO hours taken, hours worked on a holiday, call-back, jury duty, and bereavement leave. PTO does not accrue on stand-by pay, SDI benefits, workers' compensation benefits, unpaid leaves of absence, PTO paid as a lump sum, or hours worked in excess of eighty (80) per pay period.

**8.3 SAN Employees.**

Services-As-Needed employees do not accrue PTO.

**8.4 PTO Accrual**

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

0 years up to 1 year of service	.769 days (6.15 hours) per pay period (20 days per year)
1 year up to 5 years of service	.962 days (7.70 hours) per pay period (25 days per year)
5 years up to 12 years of service	1.154 days (9.23 hours) per pay period (30 days per year)

12 years up to 20 years of service      1.346 days (10.77 hours) per pay period (35 days per year)  
 20 years and up      1.539 days (12.31 hours) per pay period (40 days per year)

**8.4.1 Upon Separation from Employment.**

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

**8.4.2 PTO Cap.**

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

**8.5 Limitation on Unused PTO Leave Balances.**

Maximum PTO leave balances shall be no more than one and one half times the employee’s PTO accrual rate, which are as follows:

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

**8.6 Date When PTO Credit Starts.**

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

**8.7 PTO Sell-Back.**

Employees may elect to cash out up to one half the annual PTO accrual each calendar year.

**8.8 Maximum PTO Leave.**

An employee shall be allowed to take one and one half (1.5) times their annual PTO accrual during any calendar year, provided that they have accumulated sufficient unused PTO leave.

**8.9 Effect of Leave without Pay on PTO Credit.**

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

**8.10 Effect of Absence on Continuous Service.**

Absence on authorized leave without pay, time during which a person is displaced, and time during which a person is temporarily not employed by AHS, if followed by reemployment within two (2) years, shall not be considered as an interruption of service for the purpose of this section, but the period of time such employee is absent on authorized leave without pay, displaced, or temporarily not employed shall not be counted in computing such years of continuous employment for purposes of this section.

**8.11 When PTO Leave May Be Taken.**

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

**8.12 PTO Selection**

**A. SENIORITY.** PTO shall be scheduled based on seniority as defined in Article 21—Seniority.

**B. PTO SCHEDULING.** The CNE/Department Manager or designee shall post seniority lists; reasonable scheduling requirements specific to the scheduling unit; and blank calendars for employees to submit three (3) choices. This posting shall take place in January for a four (4) week period. Employees can list three choices of vacation segments. Each employee, in order of seniority shall be granted one of the three PTO requests until everyone in the unit has been scheduled for one vacation segment. Then the process repeats itself.

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

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

**C.** PTO requests must be submitted electronically after the posted PTO process, and such requests shall be approved on a first come, first serve basis. When written submission of a vacation request is required, the CNE/Department Manager or Designee shall respond within ten (10) calendar days in writing or shall schedule the PTO requested by the employee. Approval will be contingent upon staffing needs as determined by the manager and will not be disapproved solely based on when the request was submitted. It is understood that the earlier a request for time off is submitted, the more likely it is that it can be approved. An employee who takes the initiative to find a part time or SAN employee to cover requested PTO days shall not be arbitrarily denied, provided the employee submits the request electronically to the manager or designee for approval pursuant to the timeframe above. The employee must communicate with the scheduler



to avoid any double scheduling of SANs.

**8.12.1 Alternative Scheduling Procedure.**

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

**8.13 Vacation Leave PTO Segments.** The CNE/Department Manager or designee, at their discretion, may grant an employee additional segments of PTO increments of at least one (1) shift or more.

**8.14 Personal Emergency Leave.**

An employee shall be allowed two (2) days in any calendar year from their regular PTO allowance for unexpected emergency situations. AHS shall not deny a request for this leave except for reasons critical to department operations. Such personal emergency leave shall be in segments of four (4) hours or more. Personal Emergency Leave shall not count as an occurrence for attendance purposes.

**8.15 Rate of PTO Pay.**

Compensation during PTO shall be at the rate of compensation which such person would have been entitled to receive, including premium pay, if in active service during such PTO period.

**8.16 Extra Week of Unpaid Leave.**

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

**8.17 PTO Transfer.**

Married couples or domestic partners, employed by AHS may elect to transfer up to five (5) days of their accrued PTO leave balances to their AHS-verified spouse or domestic partner, for each event of maternity, paternity and adoption.

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

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

Employees may select, in order of seniority, one of the three vacation/holiday periods posted until all posted available shifts have been selected. The three vacation/holiday periods include Thanksgiving and day after, Christmas Eve and Day and New Year's Eve and Day. The manager

supervisor shall track selections from year to year. Employees must rotate holiday selections throughout the entire vacation scheduling unit until such time as all employees with greater than two years of seniority, has had the opportunity to select one of the three holiday periods.

## **ARTICLE 9 EMERGENCY PAID TIME OFF & EXTENDED SICK LEAVE**

### **9.1 General Provisions.**

#### **9.1.1 Definitions**

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

**9.1.1.2 Emergency Paid Time Off Leave Defined.** As used in this section, “Emergency Paid Time Off” means non pre-approved leave of absence of an employee because of any of the following: (i) an emergency illness or injury which renders them incapable of performing their work or duties for AHS; (ii) an unexpected emergency situation that requires an absence from work; and (iii), as defined in Article 9.1.1.4, an emergency leave to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments. Generally, Emergency Paid Time Off is that time called out the same scheduled day of work in conformance with the HR Policy and Procedure.

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

**9.1.1.4** For the purpose of this Article, “immediate family” means, mother, stepmother, father, stepfather, husband, wife, domestic partner, son, step-son, daughter, step-daughter, grandmother, grandfather, foster parent, foster child, mother-in-law, father-in-law, or any other person sharing the relationship in loco parentis or any other relative for whom the employee is the verifiable legal guardian or is the verifiable legal guardian of the employee; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law.

#### **9.1.2 Extended Sick Leave**

**9.1.2.1** Each employee will accrue 3 days (.92 hours per pay period) extended sick leave per year.

**9.1.2.2** Extended sick leave may only be used after the employee has reached their core

FTE equivalent for that first week starting with the first day the employee is out sick.

**9.1.3** Extended Sick Leave shall be used for absences caused by work-related illness or injury or FMLA qualifying absences beginning on the first day of absence. This section does not apply to intermittent FMLA or other intermittent leaves. If the employee is admitted to the hospital for one or more days during that first week, that employee may use ESL from the first day the employee is out. Also, if an employee undergoes surgery that requires them to be off work three or more days, ESL may be used commencing the first day of absence. If the employee becomes ill or injured within five (5) calendar days of having used Extended Leave, for the same illness/injury/condition that originally caused the employee to use ESL as established by medical documentation, FMLA or worker's compensation paperwork, then ESL may be used commencing the first day of absence.

**9.1.4**

Employees who are on a leave of absence related to the COVID-19 pandemic who have ESL available may elect to use ESL commencing the first day of absence in the following instances:

- a. When the Employee or a family member for whom the employee is caring is on quarantine or isolation directed by a primary care provider, Public Health Authority or AHS Employee Health.
- b. When the Employee or a family member for whom the employee is caring has a documented positive test for COVID-19.

**9.1.5 Days or Fractions of Days.**

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

**9.1.6 Routine Medical or Dental Appointments.**

Routine medical or dental appointments of the employee or immediate family member are a valid use of PTO, and employees should be encouraged to have periodic medical examinations to maintain their and their family's health. Except in an emergency, employees who wish to use PTO for routine medical/dental appointments or for acquiring or repairing durable medical equipment shall:

- a. Schedule such appointments in advance;
- b. Whenever possible, schedule such appointments at the beginning or end of the shift; and
- c. Provide their supervisor with advance notice.

**9.2 Restoration of Accrued Extended Sick Leave Balances**

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

**9.3 Extended Sick Leave Credit at Retirement.**

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

**9.4 Emergency PTO Leave Review.**

No employee shall be placed on Emergency PTO leave review unless they have first received an oral warning that their individual attendance record requires improvement, followed by a written confirmation. The evaluation of an employee's attendance shall not be based on absences covered by Workers' Compensation, FMLA or other legally prohibited bases. Upon request, an employee shall be given a profile documenting their attendance record.

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

**9.5 Medical Report.**

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

A diagnosis is not required as medical evidence of sickness or injury unless it is reasonable to believe that the employee's condition may endanger the health or safety of other employees and/or the public and the request is in compliance with HIPAA.

**9.6 Catastrophic Sick Leave Program.**

**9.6.1 General.**

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

### **9.6.2 Eligibility.**

- a.** The recipient employee, the family of the recipient employee, or other person designated in writing by the recipient employee must submit a request to the AHS Human Resources Department.
- b.** The recipient employee is not eligible so long as they have paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- c.** A medical verification including diagnosis and prognosis must be provided by recipient employee.
- d.** A recipient employee is eligible to receive up to one hundred eighty (180) working days of donated time per employment.
- e.** Donations shall be made in full day increments for full-time employees, and in increments equal to half a full-time shift for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable.
- f.** The donor employee may donate PTO, or in lieu holiday time which shall be converted to recipient employee's extended sick leave balance and all leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- g.** The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's extended sick leave balance on a dollar-for-dollar basis.
- h.** The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's extended sick leave balance.
- i.** The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at AHS's sole discretion and shall be final and non-grievable.
- j.** Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

## **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 their 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, they 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 their 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 they would have been scheduled to work or scheduled for paid holiday leave, had they not been on military leave.

In no event shall an employee be paid for time they 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.

#### **10.4 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 their 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 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 employee 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.

#### **10.5 Family Medical Leave and California Family Rights Act Leave.**

##### **10.5.1 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 10.4 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.

##### **10.5.2 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.

### **10.5.3 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. 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.

### **10.6 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 the same classification and Department.

### **10.7 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 they occupied at the time they 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.

### **10.8 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. Paid Family leave benefits shall be integrated with all other paid leaves provided by the Memorandum of Understanding.



## **10.9 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.

## **10.10 Leave for Jury Duty or in Answer to a Subpoena.**

**10.10.1 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.

### **10.10.2 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 their next regularly scheduled shift for all time spent serving on jury duty, or answering a subpoena as a witness and for traveling to and from court.

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

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

### **10.10.3 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.

#### **10.10.4 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 regularly scheduled shift, the employee shall report to duty and jury duty pay under this section shall be reduced accordingly. If the employee fails to report as set forth herein, the employee shall be docked for the balance of the day.

#### **10.10.5 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.

#### **10.10.6 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.

### **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 their employment by AHS, such employee shall be entitled to pay as provided herein.

##### **11.1.1 Amount and Duration of Payment.**

Full-time and regular part-time employees shall be entitled to receive supplemental industrial sick leave wage continuation, prorated by FTE, commencing with the fourth (4<sup>th</sup>) 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 their 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.

##### **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 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 this Article 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 their 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 they are 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.
- 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.

**ARTICLE 12 EDUCATIONAL LEAVES AND TIME OFF**

**12.1 Unpaid Educational Leave.**

A leave of absence without pay may be granted by the CNE 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.

**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 their 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 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 their skills in their current position; and
- b. The employee provides a copy of the continuing education certificate, or verification of attendance for such courses, workshops or seminars prior to payment for Education Leave; and
- c. Such Education Leave does not 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 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, such time shall be counted as work time with a minimum of one (1) hour's pay and 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.
- b. AHS will notify the employee of the scheduled training time and the hours scheduled for the training or in-service.
- c. 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 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.

**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 their time in a specialty, in which they are 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 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 \$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.

## 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 11, 2020: 3% across-the-board increase. To qualify for the retro payment an employee must be employed in the bargaining unit on the date the payment is made. Payment to be made within 60 days of ratification.
- 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 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.
- 13.3.6 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 10<sup>th</sup> of each year for purposes of step progression.
- b) CNIIs and CNIIIs 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.

- 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

### 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

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 equivalences 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. 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 their 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 they were 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 the payday. AHS may satisfy the requirements of this provision by providing the employee access to their electronic time and pay record prior to the applicable payday.

## **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 their 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.

#### **14.3.1 Eight Hour Shifts – Double-time.**

Notwithstanding 14.1 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.

#### **14.3.2 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 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.

### **14.3.3 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.

### **14.3.4 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.

### **14.3.5 Pay for Work performed During Meal Period or Carrying a Pager during their meal period.**

When an employee is specifically required to work and/or directed to carry a pager during their 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.

### **14.3.5.1 Weekend Shift Only Positions at John George Psychiatric Hospital**

**14.3.5.2** Eligibility: The program is available to all RN's and other bargaining unit employees who have completed Hospital and Department orientation. The final decision as to what areas the program is offered shall be at the reasonable discretion of the JGPP Director of Nursing.

**14.3.5.3** Availability: Each manager/director will determine the number of Weekend Plan commitments available in their respective areas of responsibility. These positions will be posted and employees can apply through the usual process.

**14.3.5.4** Weekend defined: Employees in this program will work two 12 hours weekend shifts and an extra 12-hour shift Friday or Monday of each weekend worked. Employees are to work Friday, Saturday and Sunday or Saturday, Sunday and Monday. The weekend is defined in Article 15. Positions can also be .60 FTEs working only Saturday and Sunday.

**14.3.5.5** Commitment: Each participant must commit to working 47 weekends per year (10 weekend shifts off per year). Those weekends off can be taken as vacation or the employee can be scheduled for an equivalent number of hours during the week without the weekend differential. These options would be by mutual agreement of the employee and manager. No other options are available. Weekend shifts are defined according to the shift differential clause. Each participant must commit to working and FTE of .60 FTE (24 hours) or greater. An employee who bids on and is awarded a .60 FTE position shall have the option of receiving the premium pay in this Section or receive the regular

weekend and shift premium pursuant to Article 15 and receive full-time health and welfare benefits and full-time paid time off benefits.

- 14.3.5.6** Duration: Each commitment will be for a minimum of 52 weeks commencing at the beginning of a pay period. The effective date of the agreement cannot precede the beginning date of the pay period in which the agreement is signed. The commitment is not automatically renewable. The decision to offer the opportunity to sign a new commitment is made by the CNE or designee and will be based upon continuing organizational need.
- 14.3.5.7** Incentive Differential: Staff on the Weekend Plan will receive a 26% differential for days and 33% for nights, all inclusive of shift differential for all hours meeting the commitment. Weekend differential is only paid for two 12 hour shifts per weekend. Overtime hours will be paid the overtime rate of pay pursuant to Article 14 Overtime. Staff on the Weekend Plan are eligible for all applicable differentials (except any other weekend differential or shift differential on weekends since they are included in the rates cited above) in addition to the Weekend Plan differential.
- 14.3.5.8** Terminating or Extending the Commitment: AHS reserves the right to terminate or modify the program in part or in whole with 45 calendar days' notice to the Union and participants. Participants may elect to withdraw from the Weekend Plan and must offer two (2) calendar weeks' notice to the manager/director; the change will be effective the next schedule. Employees who withdraw without sufficient notification may be ineligible to re-enroll in the future. Participants who fail to fulfill their commitment, for whatever reason, may not be eligible to remain in the plan. Participants who become ill on their scheduled weekend shift may work or be assigned to extra weekend shifts in order to fulfill their weekend commitment.
- 14.3.5.9** Administration: A Weekend Plan must be signed by the participant and the CNE or designee prior to the commencement of the commitment. The original agreement is forwarded to Human Resources for inclusion into the participant's personnel file. The department manager/director is responsible for monitoring adherence to the plan agreement. Upon completion of the plan commitment the manager/director will assess if the employee is eligible for renewal. If employee is eligible for renewal, a new Weekend Plan must be signed for the new time Period.
- 14.3.5.10** Parameters of Pilot. The pilot at JGPH will last one year from the date the first employee starts the schedule. The program can only be extended and/or expanded to other units of AHS by mutual agreement of the parties.
- 14.3.5.11** If an employee is no longer working in the weekend only position either, then the employee shall have the right of return to their previously held position as long as the person is not removed from the weekend only position based on failure to keep the commitment. If they are removed, they will be accommodated to the extent possible.

**14.4 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.

**14.5 PA/NP Flex Schedule.**

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

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

**ARTICLE 15 PREMIUM PAY PROVISIONS**

**15.1 Split Shift.**

Except as provided otherwise in Article 15.2, below, any employee required to work a split shift shall be paid at a rate of five percent (5%) over and above their regular biweekly or hourly rate of pay for the entire shift so worked. For purposes of this paragraph “split shift” is defined as any daily tour of duty divided into two (2) work periods of time and taking more than nine and one-half (9<sup>1</sup>/<sub>2</sub>) consecutive hours to complete.

**15.2 Shift Differentials.**

**15.2.1 Definitions.**

For the purposes of Article 15 Premium Pay Provisions only, the following definitions shall apply to employees scheduled to work shifts of no more than eight (8) hours:

A “**PM Shift**” means a scheduled shift in which five eighths (5/8) of the shift occurs between 4:30 PM and 12:00 AM. Employees who work a PM shift, and only a PM shift, shall be paid a differential of eleven percent (11%) calculated on their base pay.

A “**Night Shift**” means a scheduled shift in which five eighths (5/8) of the shift occurs between 11:00 PM and 7:30 AM. Employees who work a night shift, and only a night shift, shall be paid a differential of seventeen percent (17%) calculated on their base pay. “**Base pay**” means the hourly pay rate for each classification as set forth in Appendix A.

Shift differentials for employees employed on alternative shifts in excess of eight (8) hours shall be compensated in accordance with those arrangements.

Employees regularly assigned to work shifts as defined above, shall be paid applicable shift differentials on all paid leave hours; however, employees working extra shifts will only be paid the shift differential applicable to that extra shift.

**15.2.2 Weekend Shifts**



**15.2.2.1 Definition of Weekend for Purpose of Working Shifts to Meet Weekend Work Obligation.**

A weekend shift is defined as 12:01 am Saturday through 11:59 pm Sunday. Weekend hours include all hours worked between the shift change time closest to 11:00 pm Friday and the shift change closest to 8:00 am Monday. Only two shifts per weekend are eligible for weekend differential.

For all employees required to work two shifts every other weekend, the definition of the weekend requirement which meets the definition of the weekend as defined above will be specific to the unit assigned.

Upon completion of 25 years of service with AHS, Employees shall no longer be required to work every other weekend. Employees shall be required to work every 3<sup>rd</sup> weekend. At the employee's option, the employee may work every other weekend.

**15.2.2.2 Weekend Shift Differential.**

Until June 30, 2006, employees who work during a weekend shall be paid a differential of five percent (5%) over the base hourly rate of pay calculated on all hours worked between 12:01 a.m. Saturday and 11:59 p.m. Sunday.

Effective July 1, 2006, employees who work during a weekend shall be paid a differential of five percent (5%) over the base hourly rate of pay calculated on all hours worked between 12:01 a.m. Saturday and 7:30 a.m. on Monday. Only two shifts per weekend are eligible for weekend differential.

Evening and night shift differential shall be paid in addition to the applicable weekend differential (five percent (5%) for regular weekends and twenty percent (20%) for additional weekend shifts).

Employees shall not concurrently receive a weekend differential and overtime pay.

**15.2.2.3 Additional Weekend Shifts Worked**

A differential of twenty percent (20%) shall be paid to employees who work in excess of two (2) daily weekend shifts as defined in Article 15.2.1 in a consecutive two (2) week calendar period. These shifts are in addition to the regular weekend obligation and will not be paid the five percent (5%) differential for those shifts as stated in Article 15.2.3.

**15.2.3 12-hour Weekend Shift Only Positions**

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

6.12.2. For each nurse hired into a weekend only shift, AHS agrees to provide recognition and relief from weekend work for employees who have been with the

Medical Center for twenty (20) years. When a weekend only Nurse is hired on a unit, two (2) Nurses from that unit with at last twenty (20) years of service will be permitted to work only one weekend per month rather than the required two (2) weekends per month for as long as the weekend only shift is filled. Employees will be provided relief in order of seniority.

### **15.3 Lead/Charge Differential.**

**15.3.1** Employees classified as Clinical Nurse II and, effective 03/25/07, Clinical Nurse II 24/7 Unit and Clinical Nurse Per Diem who are assigned to and perform charge duties shall receive a differential of five percent (5%) based on their regular straight time pay for each hour they perform such duties. This shall not exceed one (1) employee per unit per shift.

**15.3.2** Employees who are assigned to and perform lead duties for an entire shift when such duties are not incorporated in the scope of their classification, not to exceed one (1) employee per unit per shift, shall receive a differential of five percent (5%) based on their regular straight time pay.

### **15.4 Bilingual Pay.**

Upon the recommendation of the CNE/Department Manager or designee and the approval of the Chief of Human Resources, a person occupying a position requiring fluency in English and a designated language shall receive an additional thirty dollars (\$30.00) per pay period compensation provided that such person is required to utilize such additional language. Employees shall be required to pass a proficiency test. A person occupying such a position and having proficiency in English and three or more designated languages shall receive thirty-five dollars (\$35.00) per pay period, provided that such a person is required to utilize such additional languages for AHS.

### **15.5 Standby Duty Pay.**

An employee who has been instructed by their supervisor or designee to be “on standby” shall be paid at the rate of one half ( $1/2$ ) the straight-time hourly rate of their classification when on “standby.”

All employees who, on the effective date of the MOU, were receiving standby pay at the rate of three-quarter ( $3/4$ ) time, shall continue to be paid at that rate and under the same conditions for standby while they remain continuously employed at AHS. For the purposes of standby pay, the regular straight time hourly rate shall not include shift differentials.

### **15.6 Call-Back Pay**

Regardless of actual hours worked in that workweek, an employee shall be compensated at time and one half ( $1\frac{1}{2}$ ) the straight-time hourly rate, including applicable shift differential, when called back from either standby or non-standby status, with a guarantee of two (2) hours work for hours worked on such a call back.

An employee called back to work because of a shift change shall be compensated at the call-back

rate for only the hours worked prior to the beginning of the employee's regular shift. An employee notified of a shift change before going off duty is not eligible for call back pay.

### **15.7 Preceptor Duties.**

Preceptor duty is defined as "mentoring a new employee in cognitive and/or psychomotor skills to assume the position of Clinical Nurse in a nursing unit." Clinical Nurse II's, III's and Clinical

Nurse Per Diems and effective 3/25/07, Clinical Nurse II 24/7 Unit, Clinical Nurse III 24/7 Unit, shall receive an additional five (5%) percent based on their regular base straight time pay per hour for each hour assigned preceptor duties. This differential shall not be used to calculate other types of premium pay.

### **15.8 Temporary Assignment to a Higher Level Position.**

- 15.8.1** An employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher level position provided that all of the following criteria are met:
- 15.8.2** The full range of duties of the higher level position except the preparation of performance evaluations has been specifically assigned in writing by the CNE/Department Manager or Designee.
- 15.8.3** Assignment for out-of-class pay can only be made for the full shift of the higher level position. Under the provisions of this section, part-time employees can only meet the "full shift" criteria by being assigned to a higher level part-time position, or by being assigned to work the full shift of a full-time position.
- 15.8.4** Compensation for temporary assignment to a higher level position shall be as follows:
- a. The service in such position exceeds five (5) days in any twelve (12) month period, and payment shall be retroactive to the first (1<sup>st</sup>) day of such services in a twelve (12) month period.
  - b. The rate of pay pursuant to this section shall be calculated as though the employee has been promoted to the higher-level position. Since out-of-class pay is an assignment rather than an AHS appointment to the position, the employee is not eligible for step increases which apply to the higher level position, but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position.
  - c. An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:
    - 1) Another person has not been hired or assigned to work on an

out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.

- 2) Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, if an absence exceeds five (5) consecutive work days, the employee shall be paid for such absence in excess of five (5) workdays at the employee's regular non-out-of-class rate.
- d. Work assignments shall not be changed or rotated among employees for the purpose of evading this requirement of providing greater compensation to an employee who would otherwise be eligible for such pay as provided herein.
- e. Time worked in a higher-level assignment in excess of the workweek affixed to the employee's AHS appointed position shall be compensated pursuant to the provisions of Article 14—Overtime.

**15.9 Reporting Pay** (For all classifications listed in Article 1.)

In the event that an employee is scheduled or directed to report for work and so reports and is told by the CNE/Department Manager or Designee that their services are not required, they will be entitled to two (2) hours pay at the straight time rate. If such employee is sent home through no fault of their own before completion of a shift, such employee will be entitled to a minimum of four (4) hours of pay at the straight time rate, or straight time pay for hours actually worked, whichever is greater. A Nurse who is not scheduled, or was scheduled for an extra shift and cancelled by AHS that day, and is then called back to work from off-site (as opposed to held over) 30 minutes or later after the start of the shift, will be paid for the entire shift provided they actually arrives on the floor no more than an hour after being called back to work.

**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 med/surg 8<sup>th</sup> floor but needed on med/surg 9<sup>th</sup> floor 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 themselves for a 12-hour shift on a 12-hour unit, the SAN will be paid at the straight time rate, except that all hours over 40 hours per week are to be paid at the overtime rate. Regardless of whether a SAN employee is normally designated to work on a 12-hour Unit, should the SAN be scheduled into an 8-hour shift, any hours worked beyond the initial 8 hours shall be paid at the overtime rate.
- 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:
  - 1. SAN Employees who are scheduled to fill temporary vacancies by rotating seniority order.
  - 2. SAN Employees within their clinical area by rotating seniority order.
  - 3. SAN Employees scheduled outside their primary area by rotating seniority order.
  - 4. SAN Employees working overtime in rotating seniority order.

When a scheduling conflict exists between two 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.

**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 their availability, the SAN is 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 1<sup>st</sup> of each year.

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

## **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 two 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 their 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.

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, Grievance Procedure.

## **ARTICLE 17 HEALTH, DENTAL AND VISION BENEFIT PLAN PROVISIONS.**

**17.1** Employees shall be notified of changes and/or modifications of plans during open enrollment each year.

### **17.2 Health Plan Coverage for Full-Time Employees.**

AHS shall contribute toward the monthly provider's charge for a comprehensive group health plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents, according to the chart below. The chart also shows the subsidy for family coverage for the duration of this agreement. The current co-pays for office visits, services and



prescriptions will be clearly described in the summary of each health plan made available to SEIU employees during open enrollment.

Employee Contribution:

Kaiser High Options Plans	10%
Kaiser Medium Option Plan	5%
Kaiser Low Option Plan	No Contribution
AHS Freedom of Choice Plan	No Contribution
AHS H.S.A. Independence Plan	No Contribution

Subsidy:

Employees Base 1.0 FTE Salary	Monthly	For
\$50,000 a year and under	\$30	Kaiser High Option Family Plan
Over \$50,000 up to \$75,000	\$20	Kaiser High Option Family
Over \$75,000	No Subsidy	

The above subsidy applies to part-time and SAN employees who are eligible for health and welfare benefits as well; the level of the subsidy is determined by taking the employee's rate and multiplying by 2,080 hours to determine the full-time equivalent base salary.

**17.2.1 AHS Contribution.**

AHS's contribution toward the provider's charge shall be the full-time contribution provided that the employee is on full-time paid status. If the employee is on paid status on less than a full-time basis, AHS's contribution shall be as specified below.

**17.3 Health Plan Coverage for Employees Regularly Scheduled to Work less than the Regular Workweek and SAN employees hired prior to March 1, 2003 Who already had Health Coverage.**

Any employee who is regularly scheduled to work less than the regular workweek for the job classification shall be entitled to elect coverage by a health maintenance organization as provided in Article 17.2 for full-time employees; provided, however, that the employee is on paid status at

least 50% of the normal full-time workweek for the job classification.

Part time employees contribute according to the following scale initially based on their average hours actually worked and paid for over the course of the nine months prior to open enrollment

(December 1<sup>st</sup> through August 31<sup>st</sup>). The following FTE based on the averages is used only to determine eligibility for and contributions to the health and welfare plan:

FTE	Employee Contribution-High Option Plans/PPO Plans	Employee Contribution-Medium Option Plans
0.0 up to .50	Not Eligible for Plan	Not Eligible for Plan
.50	20%	10%
.60	18%	9%
.70	16%	8%
.80	14%	7%
.90	12%	6%
1.00	10%	5%

Those employees who are on the payroll as .50 FTE and higher but have not worked enough hours to have an average FTE .50 or higher will pay 100% of their health and welfare premiums. FMLA, Workers Compensation Disability leave and other paid leaves will be included in the calculation of hours worked.

#### **17.4 Services-as-Needed Employees Hired after March 1, 2003.**

There will be no new benefited Services-as-Needed positions effective March 1, 2003. Any Services-as-Needed employees receiving benefits as of said date, will continue to receive benefits.

#### **17.5 Duplicative Coverage.**

This applies to married AHS employees and employees in domestic partnerships (as defined in Appendix B) both employed by AHS. The intent of this section limits AHS employees who are married or in a domestic partnership from both covering each other within the same health plan. Married AHS employees and employees in domestic partnerships, both employed by AHS, shall be entitled to one (1) choice from plans offered through AHS.

**17.6** Starting January 1, 2011, share the savings will be a flat \$250 per month for opting out of the health plan altogether. Employees will be able to opt out of the Dental Plan as well for \$20 per month; again, they would have to opt completely out. Married couples or domestic partners who both work for AHS will not be eligible for either share the savings or double health and/or dental coverage.

#### **17.7 Effect of Authorized Leave without Pay on Health Plan Coverage.**

Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three (3) months or less, will be able to re-enroll as a

continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment cards within thirty (30) calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by AHS.

Those whose health plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires.

## **17.8 Open Enrollment.**

Eligible employees may choose among available options during an Open Enrollment period in the Fall of each year.

## **17.9 Dental Plans.**

### **17.9.1 Dental Plan Coverage for Full-Time Employees.**

AHS shall contribute the full cost of the provider's charge for a dental plan for full-time employees and their dependents, including domestic partners (as defined in Appendix B) and their dependents, provided that the employee is on paid status at least 50 percent of the normal full time pay period for the job classification. Eligible full-time employees may elect any one of the dental plan options provided through AHS.

### **17.9.2 Dental Plan Coverage for Less Than Full-Time Employees and Services-As-Needed Employees hired prior to March 1, 2003.**

AHS shall contribute the full cost of the provider's charge for a dental plan for less than full-time and services as needed employees (hired prior to March 1, 2003) and their dependents, provided, however, that the employee is on paid status at least fifty percent (50%) of the normal full-time workweek.

The dental plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employees as described in Article 17.9.1 above. To participate, an employee must be on paid status at least forty (40) hours in each and every biweekly pay period.

To establish eligibility to participate an employee must have been on paid status at least forty (40) hours in each of seven (7) consecutive biweekly pay periods. After eligibility to participate is achieved, should an employee fail to have been on paid status at least forty (40) hours in any biweekly pay period, eligibility to participate must be reestablished by subsequently being on paid status at least forty (40) hours in each of seven (7) consecutive biweekly pay periods.

### **17.9.3 Dental Plan Premium Payment on Final Paycheck Before Authorized Leave Without Pay or Employee Separation.**

AHS shall make a dental plan premium payment on a final paycheck as per present

practice for employees who are on paid status at least forty (40) hours in the last biweekly pay period

#### **17.9.4 Effect of Authorized Leave without Pay.**

Employees who are granted a leave of absence without pay, whose dental plan coverage has lapsed for a period of ten (10) pay periods or less, and who return to work on paid status of at least forty (40) hours per pay period shall retain dental plan eligibility as further provided:

Full time and part time employees regularly scheduled to work 50% or more per pay period, who were absent on authorized leave without pay, and whose dental plan coverage lapsed for a duration of seven pay periods or less, will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Coverage will begin on the 15<sup>th</sup> day following the end of the biweekly period in which the employee worked one (1) week or more.

Those whose dental plan coverage lapsed for a duration greater than ten (10) pay periods will be re-enrolled in the same manner as is allowed for new hires with respect to the application of deductibles, maximums and waiting periods. Coverage begins at the 10<sup>th</sup> pay period, given that the minimum time worked is 50% of the full-time schedule for seven consecutive pay periods.

#### **17.9.5. 30-Day Re-Enrollment.**

For employees who are enrolled in the Spousal Plan, an employee whose spouse's or domestic partner's dental plan coverage is no longer available, may, within thirty (30) calendar days of such loss of coverage, enroll in an AHS dental plan as a new member.

#### **17.9.5 Open Dental Enrollment.**

Eligible employees may choose from among the options available during the annual Open Enrollment period. Premiums of all AHS dental options will be paid according to dependent status (single, two-party, or family).

#### **17.10 Vision Reimbursement Plan.**

Employees shall be eligible for vision care reimbursement subject to the following criteria: The employee is eligible for reimbursement after six (6) months of continuous employment working at least fifty percent (50%) time or more each pay period. The employee shall be reimbursed for the cost of either lenses and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of \$200.00 within a (24) month period. This 24-month period begins July 1 of odd numbered years for a two-fiscal year period. Employees may be reimbursed at any time during that two-year period. Reimbursement will be made subject to applicable Finance Department procedures and requirements.

#### **17.11 Changes to Plan.**

In the event that Alameda Health System wishes to explore health and dental plans to be

provided through alternate carriers or with modified plan designs, in particular, a self-insured option, AHS will notify Local 1021 of its intent. If a self-insured option is proposed, it will be done as an additional plan option and not as the sole option. The parties shall meet and confer regarding all proposed changes as well as AHS contribution toward such plans.

The RN unit will participate in a joint labor management committee with the purpose of exploring ways of reducing and/or holding down the cost of employee health, vision and dental plans for both the Center and the employees. The Healthcare Cost Containment Labor Management Committee will meet monthly and will include no more than three SEIU-RN Unit representatives. Other bargaining units will be invited to participate. The parties may mutually agree to add other members and/or bring in others inside and outside the organization on an ad hoc basis to assist in the Committee's mission.

In lieu of Float Pools anywhere else besides John George Psychiatric Pavilion, AHS and SEIU will explore options of extending health and dental benefits at AHS facilities to SANs who meet some FTE threshold at no cost to AHS.

**ARTICLE 18 STATE DISABILITY INSURANCE, OTHER BENEFITS, ALLOWANCES AND RETIREMENT.**

**18.1 State Disability Insurance Participation.**

Employees within the bargaining unit shall continue to participate under the State Disability Insurance (SDI) Program and SDI premiums shall be shared equally by the employee and AHS.

**18.1.1 Employee Options.**

There are two (2) options available to an employee who is otherwise eligible for disability insurance benefits which are as follows:

**Option 1.** Not applying for disability insurance benefits and using accrued extended\_sick leave, PTO, and/or floating holiday(s); or

**Option 2.** Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include extended sick leave, PTO and floating holiday(s). With the exception of Pregnancy Disability Leave, the choice to integrate accrued sick leave only with SDI benefits may not be waived by the employee or AHS.

**18.1.2 Calculations for Integration of Paid Leaves.**

The amount of the supplement provided in Article 18.1.1, Option 2, for any hour of any normal workday, shall not exceed the difference between the employee's normal net salary rate, including premium conditions specified in Article 15 and the "weekly benefit amount" multiplied by two (2) and divided by 80. Net regular or base salary shall be defined as the average of the four (4) pay periods prior to the start of the leave as a result of the incapacity.

### **18.1.3 Integration Process.**

Hours, including fractions thereof, charged against the employee's accrued leaves as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

PTO and extended sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued extended sick leave, PTO, and/or floating holiday balances to the regular pay period.

### **18.1.4 Health and Dental Plan Coverage in Conjunction with SDI.**

For purposes of determining eligibility for AHS's medical, dental, and vision coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued extended sick leave, PTO, or other AHS earnings shall be regarded as on leave with pay and benefits status.

AHS will permit employees who are dropped from health and/or dental plan coverage because of exhaustion of their accrued leaves, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible.

### **18.1.5 Holiday Pay in Conjunction with SDI.**

In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, holiday pay shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued leaves on the day before and the day after the holiday.

## **18.2 Life Insurance.**

Any employee who is regularly scheduled to work more than twenty (20) hours per week and who meets the enrollment requirements shall be provided with basic group life insurance coverage of \$9,000. AHS shall continue to pay necessary premiums for two (2) pay periods after the employee goes on approved leave without pay. This coverage reduces by 33% at age 65, at age 70, at age 75, at age 80, at age 85, at age 90, and at age 95. This reduction will apply to the amount in force just prior to each reduction interval. The reduced amounts will be rounded in accordance with the existing schedule.

## **18.3 Long-Term Disability Insurance Policy.**

A long-term disability insurance policy may be made available on a self-pay basis for the employee only. Coverage can be purchased through payroll deduction. Copies of the policy are available in the Human Resources Department.

## **18.4 Defined Benefit Plan**

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

## **18.5 Deferred Compensation.**

### **18.5.1 Defined Contribution Plans.**

Employees may enroll in the Alameda Health System Deferred Compensation Plan (the “Plan”) in accordance with the terms and conditions of the Plan. The Plan provides for deferral of payment of a portion of an employee’s current compensation until death, disability, retirement, or other events provided in the Plan document, in accordance with State and Federal tax law.

### **18.5.2 Maximum and Minimum Amounts.**

The amount that an employee may defer shall not exceed the maximum amount allowable under Section 457 of the Internal Revenue Code for each calendar year.

An employee’s work schedule and earnings must meet minimum deferral requirements.

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

## **18.6 Allowance for Use of Private Automobiles.**

### **18.6.1 Mileage Rates Payable.**

Subject to the provisions of this section and the AHS expense reimbursement policy, mileage allowance for use of personal vehicles on AHS business shall be paid at the IRS “business standard mileage rate,” published by the IRS.

### **18.6.2 Reimbursement for Property Damage.**

In the event that an employee, required or authorized by the CNE/Department Manager or designee to use a private automobile on AHS business, should incur property damage to the employee’s automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either their own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the AHS, in a sum not exceeding \$250, provided that any claims the employee may have against their insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the CNE/Department Manager or designee within thirty (30) days of such loss, damage or theft.

Parking rates for the duration of this agreement for Highland night shift employees shall be

frozen at the 2008 levels for all spaces located at the Highland Campus. Night shift employees are eligible for a day shift pass if they apply for it in Engineering. The pass must be renewed every three months.

**18.7 Dependent Care.**

Subject to the applicable provisions of the Internal Revenue Service, employees may contribute a portion of their salary each calendar year from their salaries for approved dependent care. (Eligible employees may only contribute a portion of their salary for such expenses; there are no AHS contributions for dependent care.) SAN employees are not eligible for this benefit.

Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable AHS administrative procedures.

**18.8 Effect of Mandated Fringe Benefits.**

In the event that State or Federal law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this Memorandum of Understanding so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and condition of employment becomes effective, but the parties hereto shall then meet and confer with regard to such benefit or other term and condition of employment.

AHS agrees to reimburse DEA fees for PA/NPs and Certified Nurse Midwives.

**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.

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 their 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 their 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 they are being worked out of classification, and who believes that there has been a substantial change in their 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, they 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.

### 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 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 seniority as defined in Article 21, first to regular status employees, then to SANs. 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, units 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.

AHS-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 AHS may apply for the vacant position and shall be given preference in filling such vacancy on a seniority basis as defined in Article 21, first to regular status employees, then to SANs, 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.

#### **20.1.5 Promotion and Out of Classification Transfer Preferences.**

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

- a. they are the most senior employee who meets the qualifications for the position.
- b. 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; and
- c. the applicant employee has been in their current position for a minimum of six (6) months.

Positions will be awarded by seniority within categories in the following order:

- 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.

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 they do 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.

**20.1.6 Notice of Awarding of Position.**

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

**20.1.7 Written Bids.**

It is understood that any written request under this Section is limited to vacancies.

**20.1.8 Displaced Employees.**

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

**20.1.9 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.

**20.1.10 Return to Previous Position.**

When an employee is promoted or transferred to a position covered by this MOU, they shall

serve a thirty (30) calendar day 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 that the employee is failing to perform their duties in a satisfactory manner, AHS shall return the employee to the position they occupied prior to the promotion or transfer.

## **20.2 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.

## **20.3 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.

### **20.3.1 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 full-time 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.

**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 their 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. 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 their 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 their 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 their 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, 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 their 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.

### **21.11 Reduction in Force.**

In the event of a reduction in force, AHS will notify SEIU in writing no fewer than fifty-one (51) calendar days prior to the effective date of the reduction in force. This notice will include a justification for the reduction in force. The justification will include what alternatives to 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 committed to 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) 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.

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 meet and confer process.

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.

**c. Order of Displacement.**

Displacement within the affected classifications shall be based on inverse seniority.

Before any regular full time or part time employee is displaced, first all temporary, then probationary employees will be displaced. In addition, 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 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.**

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, 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, 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. 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.

- h.** The Chief Human Resources Officer, or their designee, will offer all more senior employees in the job classification the severance package unless, after consultation with and recommendations from the Union, the CHRO, or their designee, decides to limit the offer based on specialized needs. If more employees respond than there are positions to be vacated, seniority will prevail.
- i.** AHS and SEIU can mutually agree on alternate ways of offering this severance package during the meet and confer process noted above.
- 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 notice and the actual layoff are at the discretion of AHS.

**21.14 Rehire and Recall.**

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

## ARTICLE 22 PERFORMANCE IMPROVEMENT

In order for AHS to attract and retain patients and be financially viable in the future, the Union and AHS agree that employees must be productive, competent and well-disciplined to perform their assigned responsibilities. Both the Union and AHS agree that employees are deserving of being treated with dignity and respect.

### 22.1 Coaching.

This is part of the supervisor's ordinary day-in and day-out responsibilities for managing people. These coaching sessions may be casual or formal in nature aimed at recognizing best practice performance and behaviors that align with expected standards as well as coaching to expectations that drive performance; they should be face to face conversations that occur during the shift. These conversations MAY be documented at the request of either the manager or employee, but WILL NOT be placed in the employee's personnel file.

**22.2 Performance Improvement Plan (PIP).** When a problem continues, the supervisor may schedule a more serious discussion to let the employee know that immediate change is needed. At this point, that matter is still between the employee and the supervisor. As long as the employee solves the problem, it goes no further. There is no official record of the PIP in the personnel file. PIPs may involve further training, orientation or mentoring and can have timelines for completion of tasks. PIPs will require documentation, but again WILL NOT be placed in the employee's personnel file.

## 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:

- A.** Attendance - violations of the attendance and other related policies.
- B.** Performance
  - i) Neglect of duties- generally knowing how to do the work but just not doing it or finishing it.
  - ii) Incompetence - not knowing how to do work which is reasonably in the job description. Training or retraining will be offered initially.
- C.** Behavior- conduct inconsistent with the employee's job description, the law, or AHS standards and policies.

Disciplinary actions generally follow one of these tracks. Progressive discipline applies separately to each track or tracks although there could be occasions when the offenses cover two or even three tracks.

**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) 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 months will be extended to include the time of absence. 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 their 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. 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, they 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 their 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 jointly 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, they will have the right to grieve Reminders up to Step 3.

**23.2.3 Decision Making Leave.** If the issue(s) persists, another meeting will be held with the employee. They 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, they return 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, they will be

issued a notice of intent to discipline and a Skelly hearing will be held.

**23.2.4 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.

**23.2.5 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 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.

### **23.4 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 they would be entitled to such notice, it shall be mailed to them 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.

### **23.5 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 2<sup>nd</sup> and 4<sup>th</sup> 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, Grievance Procedure, by filing a grievance at the Step 3 level (CEO or designee).

## **23.6 Weingarten Rights.**

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

### **23.6.2 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.

### **23.6.3 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.

## **23.7 Personnel Files.**

### **23.7.1 Review of Personnel (H.R.) Files.**

An employee, alone or accompanied by a Union Representative, shall have the right to review their personnel (H.R.) file or authorize their 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.

### **23.7.2 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 their prior notice. Discipline will be removed from an employee's official personnel (H.R.) file upon request of the employee after two (2) years from the date of the Skelly Decision or Settlement Agreement. All requests must be presented in writing to the CNE/Department Manager or Designee. Provided that no discipline of a similar nature has taken place for two years, failure of the Employee to have the discipline removed does not grant permission for AHS to continue to utilize the materials in subsequent actions; materials that are greater than two years old are considered stale and unusable.

This does not apply to disciplines for patient abuse.

## 23.8 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 their designee.

### 23.8.1 Definition of a Grievance.

A grievance is written complaint by an employee, group of employees or the Union that AHS has violated written AHS/departmental rules, or a provision of this MOU.

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

### 23.8.2

**STEP 1. Informal Meeting with Supervisor.** Before beginning the formal grievance procedure, an individual employee or a group of employees may first attempt to resolve the matter informally with their 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. Written Grievance.** A grievance by an employee or groups of employees that remains unresolved after the informal meeting or a grievance filed by the Union is to be submitted in writing via email to [Grievance@AlamedaHealthSystem.org](mailto: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;

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 2 response the Union may request in writing via email to [Grievance@AlamedaHealthSystem.org](mailto: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 their 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, the Union may provide written notice to AHS that the grievance will 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.

### **23.8.3 Time Limits.**

No grievance or complaint shall be considered unless it has first been presented in writing at Step 2 within sixty (60) calendar days of the date upon which the grievant or the Union knew, or with reasonable diligence, ought to have known of the facts that gave rise to the grievance, and no grievance shall be submitted to arbitration unless a written demand to arbitrate (submission to Step 4) is presented within thirty (30) days of the final Step 3 response. On no account shall any grievance include a claim for money relief for more than one hundred and twenty (120) days prior to the date 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.

### **23.8.4 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 they 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.

### **23.8.5 Disciplinary Actions.**

Appeals of disciplinary actions are covered under Article 23.8.2 STEP 3.

## **ARTICLE 24 SUBCONTRACTING/WORK REDESIGN**

### **24.1 Subcontracting.**

The Union recognizes that the Employer has the obligation to provide effective health care in as efficient a manner as possible. The Employer recognizes that the Union has the obligation to protect the rights of Union members.

AHS reserves the right to meet immediate day-to-day operational needs by contracting for services, for example, through registry, temporary services, and similar temporary health agencies.

AHS agrees that it will not subcontract bargaining unit work without the agreement of the Union. Nothing herein shall preclude AHS from continuing to subcontract such services to the extent they are currently being subcontracted on the effective date of this MOU.

### **24.2 Work Redesign.**

In the event that AHS plans to engage in work re-design which will have a material impact upon an employee in the bargaining unit it shall notify the union in advance and shall, upon request, meet and confer with the Union prior to implementing such changes. For the purposes of this section, "material impact" means a change in the wages, hours or other terms and conditions of employment.

## **ARTICLE 25 SAFETY**

### **25.1 Goals and Functions.**

It is the responsibility of AHS to maintain a safe working environment. AHS will conduct and maintain facilities (owned or leased) in accordance with standards established by the State Division of Occupational Safety and Health and in compliance with Occupational Safety and Health Act and other applicable safety and health regulations.

### **25.2 AHS Safety Committees.**

AHS will include Union represented employees in AHS or work site safety committees that currently exist or are formed during the term of this MOU. The size of each committee and the number of Union represented employees assigned to the committee will be determined by the Chief of Human Resources. AHS Union field representatives will select the Union-represented employees to be appointed to AHS or work site safety committees. The Chief of Human Resources shall select the remaining members and may select members covered by this MOU based on safety-related functions.

### **25.3 Frequency of Meetings.**

The AHS Environment of Care Committee meets monthly. Campus Sub-safety committees meet minimally, quarterly.

**25.4 Orientation/Training.**

AHS will provide orientation/training to the members of AHS Safety Committees. Training provided to Safety Committee members may be developed by the AHS Environment of Care Committee subject to the approval of the AHS Safety Officer. In the event outside training is available to the committees, AHS will allow release time for committee members in accordance with this Article.

**25.5 Memorandum Regarding Procedure and Membership.**

AHS's Safety Officer will distribute to employees a Memorandum which will identify the members of the AHS Environment of Care Campus safety-sub committees and specify the procedures that should be followed in reporting hazards or safety problems.

**25.6 Cal/OSHA Log.**

The AHS Safety Officer will prepare and circulate one (1) copy of the AHS Cal/OSHA log to SEIU Local 1021 on an annual basis. These reports will also be made available to the AHS Environment of Care Committee and will be posted on departmental bulletin boards.

The Union shall have the right to designate workplace Union Safety Representatives pursuant to Cal/OSHA laws.

**25.7 Safe Patient Handling Program**

AHS will implement a Safe Patient Handling Program in all appropriate units by November 1, 2017. That Program will include the following:

- 25.7.1 A written Patient Protection and Health Care Worker Back and Musculoskeletal Injury Prevention Plan and safe patient handling policy in accordance with California Labor Code Section 6403.5; and
- 25.7.2 The designation of three (3) clinical staff with demonstrated lift competency per shift, per unit; and
- 25.7.3 Require proper use of available lift equipment; and
- 25.7.4 Timely repairs of and preventative maintenance on lift equipment; ; and
- 25.7.5 Powered patient transfer and/or lifting devices will be made available to all appropriate units by January 1, 2018; and
- 25.7.6 Training to be completed for bargaining unit members in appropriate units by November 1, 2017; and
- 25.7.7 Unit-specific new hire orientation, which includes safe lifting practices and proper use of lift equipment; and
- 25.7.8 Annual competency reviews, which include remedial safe lifting practices and

proper use of lift equipment training; and

**25.7.9** AHS will upon request meet with Local 1021 and, up to two bargaining unit members designated by Local 1021, to review the progress of implementing this provision and to discuss the need for any additional lifting assistance that may be required for specific units on specific shifts.

**25.7.10** In appropriate circumstances, clinical employees will receive safe patient handling training.

## **25.8 Release Time.**

Full-time or part-time employees who have been formally designated as Union representatives pursuant to the above shall carry out their duties under this section on AHS time, provided, however, that the employee shall only be granted paid release time for meetings during those hours when the employee would have been regularly scheduled to work.

## **25.9 Workplace Violence Prevention Plan**

AHS will establish, implement, and maintain a Workplace Violence Prevention Plan (“Plan”) by April 1, 2018. Prior to implementing the Plan, AHS will meet and confer with the Union concerning the Plan and implementation of the Plan. AHS and the Union will review the Plan annually for its effectiveness in the specific work areas and to consider recommendations for improving the Plan.

In accordance with the Plan, AHS will train employees concerning workplace violence risks, appropriate precautions for avoiding and correcting workplace violence hazards and incidents. AHS’s Plan will also address the following:

- a. Reporting of injuries or illnesses stemming from workplace violence to appropriate governmental agencies;
- b. The provision of appropriate medical and/or psychological services to employees affected by any workplace violence incident; and
- c. Ongoing review and, if necessary, improvement of workplace surveillance capabilities and security patrols.
- d. Create a security plan to prevent the transport of unauthorized firearms into the facility in areas where visitors or patients are reasonably anticipated to possess firearms.
- e. Create and maintain a Violent Incident Log.
- f. If in the clinical judgment of the physician or psychiatrist, 1:1 or 2:1 staffing is appropriate for a potentially violent patient, that staffing level will be ordered.
- g. If permitted by state and federal law, AHS will flag potentially violent patients. The Union may request an explanation if a patient is not flagged.

## **ARTICLE 26 PATIENT CARE COMMITTEES.**

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.

### **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.

**ARTICLE 27 SAVINGS CLAUSE**

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be

restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 28 ENACTMENT**

It is agreed that this MOU shall be jointly submitted to the AHS Board of Trustees. Upon approval, the Board shall adopt this Memorandum of Understanding which shall thereafter become binding on AHS.

**ARTICLE 29 CONTRACT TRAINING**

Within ninety (90) days of the ratification of the MOU, the Union and AHS management shall conduct joint training(s) on interpretation of current and new MOU language for SEIU 1021 shop stewards, Chapter Officers, 1021 members designated by the Union, HR, Payroll and Labor Relations managers, Department Supervisors and managers and other relevant management staff designated by AHS management.

The Union and AHS management will meet prior to the designated training(s) to discuss the number of trainings, times and places with the understanding that said training should be convenient and accessible for all shifts. In addition, all training materials, agenda, presentations, panels will be discussed and agreed to in advance of any training.

**ARTICLE 30 NO STRIKE, NO LOCKOUT**

**30.1** During the term of this Agreement, SEIU, its members and representatives agree that it and they will not engage in, authorize, or sanction a strike, stoppage of work, or withdrawal of services.






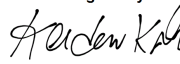

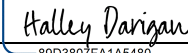
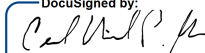

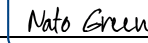
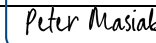

**30.2** AHS will not lockout employees during the term of this Memorandum of Understanding.

**ARTICLE 31 SCOPE OF AGREEMENT**

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. Neither party shall, during the term of this Memorandum of Understanding, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the Memorandum of Understanding by mutual agreement.

**ARTICLE 32 TERM OF AGREEMENT**

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

Signed and entered into on _____ (MM/DD/YYYY)  For AHS	Signed and entered into on _____ (MM/DD/YYYY)  For Local 1021, SEIU, RN
DocuSigned by:  149AE095D9F6487... 1/7/2022	DocuSigned by:  8C7E47A43BDB48C... 2/2/2022
DocuSigned by:  100AE55234C142E... 1/5/2022	DocuSigned by:  BC9F29DCAD5149A... 1/23/2022
	DocuSigned by:  2BF86266F7A74AF... 1/10/2022
	DocuSigned by:  5E8DCB729D4B45C... 1/12/2022
	DocuSigned by:  BDBCE84D84764FB... 1/5/2022
	DocuSigned by:  89D3807FA1A5480... 2/2/2022
	DocuSigned by:  88629EC0A0EE49A... 1/7/2022
	DocuSigned by:  3C8DA681F2844D4... 1/10/2022
	DocuSigned by:  D48C50B94567464... 1/5/2022
	DocuSigned by:  4AEEF13FB5D2410... 1/7/2022
	DocuSigned by:  35487423365A4D2... 1/7/2022



## APPENDIX A – WAGE SCHEDULE

2020

Job Title - Rates Effective 07/12/2020	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Clinical Nurse I	\$ 44.34													
<b>Paid at the CN2 scale</b>														
Clinical Nurse II	\$ 61.20	\$ 62.81	\$ 64.68	\$ 67.83	\$ 71.16	\$ 73.03	\$ 75.75	\$ 78.89	\$ 79.34	\$ 81.31	\$ 83.33	\$ 85.40	\$ 87.52	\$ 89.70
RN - Invasive Specialist	\$ 61.20	\$ 62.81	\$ 64.68	\$ 67.83	\$ 71.16	\$ 73.03	\$ 75.75	\$ 78.89	\$ 79.34	\$ 81.31	\$ 83.33	\$ 85.40	\$ 87.52	\$ 89.70
Clinical Nurse II - Ambulatory Oncology Navigator	\$ 61.20	\$ 62.81	\$ 64.68	\$ 67.83	\$ 71.16	\$ 73.03	\$ 75.75	\$ 78.89	\$ 79.34	\$ 81.31	\$ 83.33	\$ 85.40	\$ 87.52	\$ 89.70
Prenatal Care Specialist	\$ 61.20	\$ 62.81	\$ 64.68	\$ 67.83	\$ 71.16	\$ 73.03	\$ 75.75	\$ 78.89	\$ 79.34	\$ 81.31	\$ 83.33	\$ 85.40	\$ 87.52	\$ 89.70
CN II - Ambulatory Clinic Nurse	\$ 61.20	\$ 62.81	\$ 64.68	\$ 67.83	\$ 71.16	\$ 73.03	\$ 75.75	\$ 78.89	\$ 79.34	\$ 81.31	\$ 83.33	\$ 85.40	\$ 87.52	\$ 89.70
CN II - Ambulatory Infusion Nurse	\$ 61.20	\$ 62.81	\$ 64.68	\$ 67.83	\$ 71.16	\$ 73.03	\$ 75.75	\$ 78.89	\$ 79.34	\$ 81.31	\$ 83.33	\$ 85.40	\$ 87.52	\$ 89.70
CN II - Ambulatory Procedural Nurse	\$ 61.20	\$ 62.81	\$ 64.68	\$ 67.83	\$ 71.16	\$ 73.03	\$ 75.75	\$ 78.89	\$ 79.34	\$ 81.31	\$ 83.33	\$ 85.40	\$ 87.52	\$ 89.70
CN II Care Management	\$ 61.20	\$ 62.81	\$ 64.68	\$ 67.83	\$ 71.16	\$ 73.03	\$ 75.75	\$ 78.89	\$ 79.34	\$ 81.31	\$ 83.33	\$ 85.40	\$ 87.52	\$ 89.70
CN II, Case Management-CTP	\$ 61.20	\$ 62.81	\$ 64.68	\$ 67.83	\$ 71.16	\$ 73.03	\$ 75.75	\$ 78.89	\$ 79.34	\$ 81.31	\$ 83.33	\$ 85.40	\$ 87.52	\$ 89.70
CN II, Case Management-Care Transitions & Complex	\$ 61.20	\$ 62.81	\$ 64.68	\$ 67.83	\$ 71.16	\$ 73.03	\$ 75.75	\$ 78.89	\$ 79.34	\$ 81.31	\$ 83.33	\$ 85.40	\$ 87.52	\$ 89.70
<b>Paid at the CN2-SAN scale</b>														
Clinical Nurse II (SAN)	\$ 70.38	\$ 72.24	\$ 74.38	\$ 78.01	\$ 81.84	\$ 83.98	\$ 87.11	\$ 88.42	\$ 91.24	\$ 93.51	\$ 95.83	\$ 98.21	\$ 100.65	\$ 103.15
RN - Invasive Specialist (SAN)	\$ 70.38	\$ 72.24	\$ 74.38	\$ 78.01	\$ 81.84	\$ 83.98	\$ 87.11	\$ 88.42	\$ 91.24	\$ 93.51	\$ 95.83	\$ 98.21	\$ 100.65	\$ 103.15
CN II - Ambulatory Clinic Nurse (SAN)	\$ 70.38	\$ 72.24	\$ 74.38	\$ 78.01	\$ 81.84	\$ 83.98	\$ 87.11	\$ 88.42	\$ 91.24	\$ 93.51	\$ 95.83	\$ 98.21	\$ 100.65	\$ 103.15
CN II - Ambulatory Infusion Nurse (SAN)	\$ 70.38	\$ 72.24	\$ 74.38	\$ 78.01	\$ 81.84	\$ 83.98	\$ 87.11	\$ 88.42	\$ 91.24	\$ 93.51	\$ 95.83	\$ 98.21	\$ 100.65	\$ 103.15
CN II - Ambulatory Procedural Nurse (SAN)	\$ 70.38	\$ 72.24	\$ 74.38	\$ 78.01	\$ 81.84	\$ 83.98	\$ 87.11	\$ 88.42	\$ 91.24	\$ 93.51	\$ 95.83	\$ 98.21	\$ 100.65	\$ 103.15
CN II Care Management (SAN)	\$ 70.38	\$ 72.24	\$ 74.38	\$ 78.01	\$ 81.84	\$ 83.98	\$ 87.11	\$ 88.42	\$ 91.24	\$ 93.51	\$ 95.83	\$ 98.21	\$ 100.65	\$ 103.15
CN II, Case Management-Care Transitions & Complex	\$ 70.38	\$ 72.24	\$ 74.38	\$ 78.01	\$ 81.84	\$ 83.98	\$ 87.11	\$ 88.42	\$ 91.24	\$ 93.51	\$ 95.83	\$ 98.21	\$ 100.65	\$ 103.15
<b>Paid at the CN3 scale</b>														
Clinical Nurse III	\$ 64.17	\$ 66.04	\$ 69.27	\$ 71.16	\$ 74.66	\$ 76.68	\$ 78.22	\$ 80.75	\$ 83.29	\$ 85.36	\$ 87.48	\$ 89.65	\$ 91.88	\$ 94.17
Critical Care Outcomes/APACHE Analyst	\$ 64.17	\$ 66.04	\$ 69.27	\$ 71.16	\$ 74.66	\$ 76.68	\$ 78.22	\$ 80.75	\$ 83.29	\$ 85.36	\$ 87.48	\$ 89.65	\$ 91.88	\$ 94.17
CN II - Ambulatory Clinic Nurse Grandfathered	\$ 64.17	\$ 66.04	\$ 69.27	\$ 71.16	\$ 74.66	\$ 76.68	\$ 78.22	\$ 80.75	\$ 83.29	\$ 85.36	\$ 87.48	\$ 89.65	\$ 91.88	\$ 94.17
CN II - Ambulatory Infusion Nurse Grandfathered	\$ 64.17	\$ 66.04	\$ 69.27	\$ 71.16	\$ 74.66	\$ 76.68	\$ 78.22	\$ 80.75	\$ 83.29	\$ 85.36	\$ 87.48	\$ 89.65	\$ 91.88	\$ 94.17
CN II - Ambulatory Procedural Nurse Grandfathered	\$ 64.17	\$ 66.04	\$ 69.27	\$ 71.16	\$ 74.66	\$ 76.68	\$ 78.22	\$ 80.75	\$ 83.29	\$ 85.36	\$ 87.48	\$ 89.65	\$ 91.88	\$ 94.17
Nurse, Care Management	\$ 64.17	\$ 66.04	\$ 69.27	\$ 71.16	\$ 74.66	\$ 76.68	\$ 78.22	\$ 80.75	\$ 83.29	\$ 85.36	\$ 87.48	\$ 89.65	\$ 91.88	\$ 94.17
<b>Paid at the CN3 SAN scale</b>														
Clinical Nurse III (SAN)	\$ 73.80	\$ 75.94	\$ 79.66	\$ 81.84	\$ 85.85	\$ 88.18	\$ 89.96	\$ 92.86	\$ 95.78	\$ 98.16	\$ 100.60	\$ 103.10	\$ 105.66	\$ 108.29
Nurse, Care Management (SAN)	\$ 73.80	\$ 75.94	\$ 79.66	\$ 81.84	\$ 85.85	\$ 88.18	\$ 89.96	\$ 92.86	\$ 95.78	\$ 98.16	\$ 100.60	\$ 103.10	\$ 105.66	\$ 108.29
<b>Advanced Practice Titles</b>														
Clinical Nurse Specialist	\$ 66.59	\$ 68.35	\$ 70.25	\$ 74.97	\$ 79.42	\$ 83.13	\$ 86.43	\$ 87.61	\$ 89.36	\$ 91.13				
Physician Assistant/Nurse Practitioner (PA/NP) (SAN)	\$ 72.80	\$ 74.72	\$ 76.79	\$ 81.71	\$ 87.03	\$ 89.88	\$ 91.68	\$ 92.96	\$ 94.82	\$ 96.70				
PA/NP Nephrology	\$ 72.80	\$ 74.72	\$ 76.79	\$ 81.71	\$ 87.03	\$ 89.88	\$ 91.68	\$ 92.96	\$ 94.82	\$ 96.70				
Certified Nurse Midwife	\$ 75.04	\$ 77.01	\$ 79.20	\$ 84.55	\$ 89.56	\$ 93.73	\$ 97.52	\$ 98.92	\$ 100.86	\$ 102.87				
Clinical Nurse Specialist (SAN)	\$ 76.58	\$ 78.60	\$ 80.78	\$ 86.22	\$ 91.33	\$ 95.60	\$ 99.40	\$ 100.78	\$ 102.76	\$ 104.80				
Nurse Anesthetist	\$ 109.43	\$ 112.68	\$ 116.03	\$ 119.48	\$ 123.03	\$ 126.69	\$ 130.46	\$ 133.81	\$ 137.81	\$ 141.93				
Nurse Anesthetist (SAN)	\$ 125.85	\$ 129.58	\$ 133.44	\$ 137.40	\$ 141.49	\$ 145.69	\$ 150.03	\$ 153.88	\$ 158.48	\$ 163.22				
Certified Nurse Midwife (SAN)					\$ 102.99	\$ 107.79	\$ 112.15	\$ 113.78	\$ 115.99	\$ 118.30				
PA/NP (SAN)					\$ 100.09	\$ 103.36	\$ 105.43	\$ 106.90	\$ 109.04	\$ 111.20				
PA/NP Nephrology (SAN)					\$ 100.09	\$ 103.36	\$ 105.43	\$ 106.90	\$ 109.04	\$ 111.20				

2021

Job Title - Rates Effective 04/18/2021	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Clinical Nurse I	\$ 45.67													
<b>Paid at the CN2 scale</b>														
Clinical Nurse II	\$ 63.03	\$ 64.70	\$ 66.62	\$ 69.87	\$ 73.30	\$ 75.22	\$ 78.02	\$ 79.19	\$ 81.72	\$ 83.75	\$ 85.83	\$ 87.96	\$ 90.15	\$ 92.39
RN - Invasive Specialist	\$ 63.03	\$ 64.70	\$ 66.62	\$ 69.87	\$ 73.30	\$ 75.22	\$ 78.02	\$ 79.19	\$ 81.72	\$ 83.75	\$ 85.83	\$ 87.96	\$ 90.15	\$ 92.39
Clinical Nurse II - Ambulatory Oncology Navigator	\$ 63.03	\$ 64.70	\$ 66.62	\$ 69.87	\$ 73.30	\$ 75.22	\$ 78.02	\$ 79.19	\$ 81.72	\$ 83.75	\$ 85.83	\$ 87.96	\$ 90.15	\$ 92.39
Perinatal Care Specialist	\$ 63.03	\$ 64.70	\$ 66.62	\$ 69.87	\$ 73.30	\$ 75.22	\$ 78.02	\$ 79.19	\$ 81.72	\$ 83.75	\$ 85.83	\$ 87.96	\$ 90.15	\$ 92.39
CN II - Ambulatory Clinic Nurse	\$ 63.03	\$ 64.70	\$ 66.62	\$ 69.87	\$ 73.30	\$ 75.22	\$ 78.02	\$ 79.19	\$ 81.72	\$ 83.75	\$ 85.83	\$ 87.96	\$ 90.15	\$ 92.39
CN II - Ambulatory Infusion Nurse	\$ 63.03	\$ 64.70	\$ 66.62	\$ 69.87	\$ 73.30	\$ 75.22	\$ 78.02	\$ 79.19	\$ 81.72	\$ 83.75	\$ 85.83	\$ 87.96	\$ 90.15	\$ 92.39
CN II - Ambulatory Procedural Nurse	\$ 63.03	\$ 64.70	\$ 66.62	\$ 69.87	\$ 73.30	\$ 75.22	\$ 78.02	\$ 79.19	\$ 81.72	\$ 83.75	\$ 85.83	\$ 87.96	\$ 90.15	\$ 92.39
CN II Care Management	\$ 63.03	\$ 64.70	\$ 66.62	\$ 69.87	\$ 73.30	\$ 75.22	\$ 78.02	\$ 79.19	\$ 81.72	\$ 83.75	\$ 85.83	\$ 87.96	\$ 90.15	\$ 92.39
CN II, Case Management-CTP	\$ 63.03	\$ 64.70	\$ 66.62	\$ 69.87	\$ 73.30	\$ 75.22	\$ 78.02	\$ 79.19	\$ 81.72	\$ 83.75	\$ 85.83	\$ 87.96	\$ 90.15	\$ 92.39
CN II, Case Management-Care Transitions & Complex	\$ 63.03	\$ 64.70	\$ 66.62	\$ 69.87	\$ 73.30	\$ 75.22	\$ 78.02	\$ 79.19	\$ 81.72	\$ 83.75	\$ 85.83	\$ 87.96	\$ 90.15	\$ 92.39
<b>Paid at the CN2-SAN scale</b>														
Clinical Nurse II (SAN)	\$ 72.49	\$ 74.40	\$ 76.61	\$ 80.35	\$ 84.29	\$ 88.50	\$ 89.72	\$ 91.07	\$ 93.98	\$ 96.31	\$ 98.70	\$ 101.16	\$ 103.67	\$ 106.25
RN - Invasive Specialist (SAN)	\$ 72.49	\$ 74.40	\$ 76.61	\$ 80.35	\$ 84.29	\$ 88.50	\$ 89.72	\$ 91.07	\$ 93.98	\$ 96.31	\$ 98.70	\$ 101.16	\$ 103.67	\$ 106.25
CN II - Ambulatory Clinic Nurse (SAN)	\$ 72.49	\$ 74.40	\$ 76.61	\$ 80.35	\$ 84.29	\$ 88.50	\$ 89.72	\$ 91.07	\$ 93.98	\$ 96.31	\$ 98.70	\$ 101.16	\$ 103.67	\$ 106.25
CN II - Ambulatory Infusion Nurse (SAN)	\$ 72.49	\$ 74.40	\$ 76.61	\$ 80.35	\$ 84.29	\$ 88.50	\$ 89.72	\$ 91.07	\$ 93.98	\$ 96.31	\$ 98.70	\$ 101.16	\$ 103.67	\$ 106.25
CN II - Ambulatory Procedural Nurse (SAN)	\$ 72.49	\$ 74.40	\$ 76.61	\$ 80.35	\$ 84.29	\$ 88.50	\$ 89.72	\$ 91.07	\$ 93.98	\$ 96.31	\$ 98.70	\$ 101.16	\$ 103.67	\$ 106.25
CN II Care Management (SAN)	\$ 72.49	\$ 74.40	\$ 76.61	\$ 80.35	\$ 84.29	\$ 88.50	\$ 89.72	\$ 91.07	\$ 93.98	\$ 96.31	\$ 98.70	\$ 101.16	\$ 103.67	\$ 106.25
CN II, Case Management-Care Transitions & Complex	\$ 72.49	\$ 74.40	\$ 76.61	\$ 80.35	\$ 84.29	\$ 88.50	\$ 89.72	\$ 91.07	\$ 93.98	\$ 96.31	\$ 98.70	\$ 101.16	\$ 103.67	\$ 106.25
<b>Paid at the CN3 scale</b>														
Clinical Nurse III	\$ 66.10	\$ 68.02	\$ 71.35	\$ 73.30	\$ 76.89	\$ 78.98	\$ 80.57	\$ 83.17	\$ 85.79	\$ 87.92	\$ 90.10	\$ 92.34	\$ 94.64	\$ 96.99
Critical Care Outcomes/APACHE Analyst	\$ 66.10	\$ 68.02	\$ 71.35	\$ 73.30	\$ 76.89	\$ 78.98	\$ 80.57	\$ 83.17	\$ 85.79	\$ 87.92	\$ 90.10	\$ 92.34	\$ 94.64	\$ 96.99
CN II - Ambulatory Clinic Nurse Grandfathered	\$ 66.10	\$ 68.02	\$ 71.35	\$ 73.30	\$ 76.89	\$ 78.98	\$ 80.57	\$ 83.17	\$ 85.79	\$ 87.92	\$ 90.10	\$ 92.34	\$ 94.64	\$ 96.99
CN II - Ambulatory Infusion Nurse Grandfathered	\$ 66.10	\$ 68.02	\$ 71.35	\$ 73.30	\$ 76.89	\$ 78.98	\$ 80.57	\$ 83.17	\$ 85.79	\$ 87.92	\$ 90.10	\$ 92.34	\$ 94.64	\$ 96.99
CN II - Ambulatory Procedural Nurse Grandfathered	\$ 66.10	\$ 68.02	\$ 71.35	\$ 73.30	\$ 76.89	\$ 78.98	\$ 80.57	\$ 83.17	\$ 85.79	\$ 87.92	\$ 90.10	\$ 92.34	\$ 94.64	\$ 96.99
Nurse, Care Management	\$ 66.10	\$ 68.02	\$ 71.35	\$ 73.30	\$ 76.89	\$ 78.98	\$ 80.57	\$ 83.17	\$ 85.79	\$ 87.92	\$ 90.10	\$ 92.34	\$ 94.64	\$ 96.99
<b>Paid at the CN3 SAN scale</b>														
Clinical Nurse III (SAN)	\$ 76.01	\$ 78.22	\$ 82.05	\$ 84.29	\$ 88.43	\$ 90.82	\$ 92.66	\$ 95.65	\$ 98.66	\$ 101.11	\$ 103.62	\$ 106.19	\$ 108.83	\$ 111.54
Nurse, Care Management (SAN)	\$ 76.01	\$ 78.22	\$ 82.05	\$ 84.29	\$ 88.43	\$ 90.82	\$ 92.66	\$ 95.65	\$ 98.66	\$ 101.11	\$ 103.62	\$ 106.19	\$ 108.83	\$ 111.54
<b>Advanced Practice Titles:</b>														
Clinical Nurse Specialist	\$ 68.59	\$ 70.40	\$ 72.35	\$ 77.22	\$ 81.80	\$ 85.63	\$ 89.02	\$ 90.24	\$ 92.04	\$ 93.87				
Physician Assistant/Nurse Practitioner (PA/NP) (SAN)	\$ 74.98	\$ 76.96	\$ 79.10	\$ 84.16	\$ 89.64	\$ 92.58	\$ 94.43	\$ 95.75	\$ 97.66	\$ 99.60				
PA/NP Nephrology	\$ 74.98	\$ 76.96	\$ 79.10	\$ 84.16	\$ 89.64	\$ 92.58	\$ 94.43	\$ 95.75	\$ 97.66	\$ 99.60				
Certified Nurse Midwife	\$ 77.29	\$ 79.33	\$ 81.58	\$ 87.08	\$ 92.24	\$ 96.54	\$ 100.44	\$ 101.89	\$ 103.89	\$ 105.96				
Clinical Nurse Specialist (SAN)	\$ 78.88	\$ 80.96	\$ 83.21	\$ 88.80	\$ 94.07	\$ 98.47	\$ 102.38	\$ 103.78	\$ 105.84	\$ 107.95				
Nurse Anesthetist	\$ 112.71	\$ 116.06	\$ 119.51	\$ 123.06	\$ 126.72	\$ 130.49	\$ 134.37	\$ 137.83	\$ 141.94	\$ 146.19				
Nurse Anesthetist (SAN)	\$ 129.82	\$ 133.47	\$ 137.44	\$ 141.52	\$ 145.73	\$ 150.07	\$ 154.53	\$ 158.50	\$ 163.24	\$ 168.11				
Certified Nurse Midwife (SAN)					\$ 106.08	\$ 111.03	\$ 115.51	\$ 117.17	\$ 119.47	\$ 121.85				
PA/NP (SAN)					\$ 103.09	\$ 106.46	\$ 108.59	\$ 110.11	\$ 112.31	\$ 114.54				
PA/NP Nephrology (SAN)					\$ 103.09	\$ 106.46	\$ 108.59	\$ 110.11	\$ 112.31	\$ 114.54				

2022

Job Title - Rates Effective 04/17/2022	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Clinical Nurse I	\$ 47.04													
<b>Paid at the CN2 scale</b>														
Clinical Nurse II	\$ 64.92	\$ 66.64	\$ 68.62	\$ 71.96	\$ 75.50	\$ 77.47	\$ 80.36	\$ 81.57	\$ 84.17	\$ 86.26	\$ 88.40	\$ 90.60	\$ 92.85	\$ 95.16
RN - Invasive Specialist	\$ 64.92	\$ 66.64	\$ 68.62	\$ 71.96	\$ 75.50	\$ 77.47	\$ 80.36	\$ 81.57	\$ 84.17	\$ 86.26	\$ 88.40	\$ 90.60	\$ 92.85	\$ 95.16
Clinical Nurse II - Ambulatory Oncology Navigator	\$ 64.92	\$ 66.64	\$ 68.62	\$ 71.96	\$ 75.50	\$ 77.47	\$ 80.36	\$ 81.57	\$ 84.17	\$ 86.26	\$ 88.40	\$ 90.60	\$ 92.85	\$ 95.16
Perinatal Care Specialist	\$ 64.92	\$ 66.64	\$ 68.62	\$ 71.96	\$ 75.50	\$ 77.47	\$ 80.36	\$ 81.57	\$ 84.17	\$ 86.26	\$ 88.40	\$ 90.60	\$ 92.85	\$ 95.16
CN II - Ambulatory Clinic Nurse	\$ 64.92	\$ 66.64	\$ 68.62	\$ 71.96	\$ 75.50	\$ 77.47	\$ 80.36	\$ 81.57	\$ 84.17	\$ 86.26	\$ 88.40	\$ 90.60	\$ 92.85	\$ 95.16
CN II - Ambulatory Infusion Nurse	\$ 64.92	\$ 66.64	\$ 68.62	\$ 71.96	\$ 75.50	\$ 77.47	\$ 80.36	\$ 81.57	\$ 84.17	\$ 86.26	\$ 88.40	\$ 90.60	\$ 92.85	\$ 95.16
CN II - Ambulatory Procedural Nurse	\$ 64.92	\$ 66.64	\$ 68.62	\$ 71.96	\$ 75.50	\$ 77.47	\$ 80.36	\$ 81.57	\$ 84.17	\$ 86.26	\$ 88.40	\$ 90.60	\$ 92.85	\$ 95.16
CN II Care Management	\$ 64.92	\$ 66.64	\$ 68.62	\$ 71.96	\$ 75.50	\$ 77.47	\$ 80.36	\$ 81.57	\$ 84.17	\$ 86.26	\$ 88.40	\$ 90.60	\$ 92.85	\$ 95.16
CN II, Case Management-CTP	\$ 64.92	\$ 66.64	\$ 68.62	\$ 71.96	\$ 75.50	\$ 77.47	\$ 80.36	\$ 81.57	\$ 84.17	\$ 86.26	\$ 88.40	\$ 90.60	\$ 92.85	\$ 95.16
CN II, Case Management-Care Transitions & Complex Care	\$ 64.92	\$ 66.64	\$ 68.62	\$ 71.96	\$ 75.50	\$ 77.47	\$ 80.36	\$ 81.57	\$ 84.17	\$ 86.26	\$ 88.40	\$ 90.60	\$ 92.85	\$ 95.16
<b>Paid at the CN2-SAN scale</b>														
Clinical Nurse II (SAN)	\$ 74.66	\$ 76.63	\$ 78.91	\$ 82.76	\$ 86.82	\$ 89.09	\$ 92.42	\$ 93.81	\$ 96.80	\$ 99.20	\$ 101.67	\$ 104.19	\$ 106.78	\$ 109.43
RN - Invasive Specialist (SAN)	\$ 74.66	\$ 76.63	\$ 78.91	\$ 82.76	\$ 86.82	\$ 89.09	\$ 92.42	\$ 93.81	\$ 96.80	\$ 99.20	\$ 101.67	\$ 104.19	\$ 106.78	\$ 109.43
CN II - Ambulatory Clinic Nurse (SAN)	\$ 74.66	\$ 76.63	\$ 78.91	\$ 82.76	\$ 86.82	\$ 89.09	\$ 92.42	\$ 93.81	\$ 96.80	\$ 99.20	\$ 101.67	\$ 104.19	\$ 106.78	\$ 109.43
CN II - Ambulatory Infusion Nurse (SAN)	\$ 74.66	\$ 76.63	\$ 78.91	\$ 82.76	\$ 86.82	\$ 89.09	\$ 92.42	\$ 93.81	\$ 96.80	\$ 99.20	\$ 101.67	\$ 104.19	\$ 106.78	\$ 109.43
CN II - Ambulatory Procedural Nurse (SAN)	\$ 74.66	\$ 76.63	\$ 78.91	\$ 82.76	\$ 86.82	\$ 89.09	\$ 92.42	\$ 93.81	\$ 96.80	\$ 99.20	\$ 101.67	\$ 104.19	\$ 106.78	\$ 109.43
CN II Care Management (SAN)	\$ 74.66	\$ 76.63	\$ 78.91	\$ 82.76	\$ 86.82	\$ 89.09	\$ 92.42	\$ 93.81	\$ 96.80	\$ 99.20	\$ 101.67	\$ 104.19	\$ 106.78	\$ 109.43
CN II, Case Management-Care Transitions & Complex Care	\$ 74.66	\$ 76.63	\$ 78.91	\$ 82.76	\$ 86.82	\$ 89.09	\$ 92.42	\$ 93.81	\$ 96.80	\$ 99.20	\$ 101.67	\$ 104.19	\$ 106.78	\$ 109.43
<b>Paid at the CN3 scale</b>														
Clinical Nurse III	\$ 68.08	\$ 70.06	\$ 73.49	\$ 75.50	\$ 79.20	\$ 81.35	\$ 82.99	\$ 85.67	\$ 88.36	\$ 90.56	\$ 92.81	\$ 95.11	\$ 97.48	\$ 99.90
Critical Care Outcomes/APACHE Analyst	\$ 68.08	\$ 70.06	\$ 73.49	\$ 75.50	\$ 79.20	\$ 81.35	\$ 82.99	\$ 85.67	\$ 88.36	\$ 90.56	\$ 92.81	\$ 95.11	\$ 97.48	\$ 99.90
CN II - Ambulatory Clinic Nurse Grandfathered	\$ 68.08	\$ 70.06	\$ 73.49	\$ 75.50	\$ 79.20	\$ 81.35	\$ 82.99	\$ 85.67	\$ 88.36	\$ 90.56	\$ 92.81	\$ 95.11	\$ 97.48	\$ 99.90
CN II - Ambulatory Infusion Nurse Grandfathered	\$ 68.08	\$ 70.06	\$ 73.49	\$ 75.50	\$ 79.20	\$ 81.35	\$ 82.99	\$ 85.67	\$ 88.36	\$ 90.56	\$ 92.81	\$ 95.11	\$ 97.48	\$ 99.90
CN II - Ambulatory Procedural Nurse Grandfathered	\$ 68.08	\$ 70.06	\$ 73.49	\$ 75.50	\$ 79.20	\$ 81.35	\$ 82.99	\$ 85.67	\$ 88.36	\$ 90.56	\$ 92.81	\$ 95.11	\$ 97.48	\$ 99.90
Nurse, Care Management	\$ 68.08	\$ 70.06	\$ 73.49	\$ 75.50	\$ 79.20	\$ 81.35	\$ 82.99	\$ 85.67	\$ 88.36	\$ 90.56	\$ 92.81	\$ 95.11	\$ 97.48	\$ 99.90
<b>Paid at the CN3 SAN scale</b>														
Clinical Nurse III (SAN)	\$ 78.29	\$ 80.57	\$ 84.51	\$ 86.82	\$ 91.08	\$ 93.55	\$ 95.44	\$ 98.52	\$ 101.62	\$ 104.14	\$ 106.73	\$ 109.38	\$ 112.10	\$ 114.89
Nurse, Care Management (SAN)	\$ 78.29	\$ 80.57	\$ 84.51	\$ 86.82	\$ 91.08	\$ 93.55	\$ 95.44	\$ 98.52	\$ 101.62	\$ 104.14	\$ 106.73	\$ 109.38	\$ 112.10	\$ 114.89
<b>Advanced Practice Titles</b>														
Clinical Nurse Specialist	\$ 70.65	\$ 72.51	\$ 74.53	\$ 79.54	\$ 84.26	\$ 88.20	\$ 91.70	\$ 92.95	\$ 94.80	\$ 96.68				
Physician Assistant/Nurse Practitioner (PA/NP)	\$ 77.23	\$ 79.27	\$ 81.47	\$ 86.69	\$ 92.33	\$ 95.35	\$ 97.26	\$ 98.62	\$ 100.59	\$ 102.59				
PA/NP Nephrology	\$ 77.23	\$ 79.27	\$ 81.47	\$ 86.69	\$ 92.33	\$ 95.35	\$ 97.26	\$ 98.62	\$ 100.59	\$ 102.59				
Certified Nurse Midwife	\$ 79.61	\$ 81.71	\$ 84.03	\$ 89.69	\$ 95.01	\$ 99.44	\$ 103.46	\$ 104.94	\$ 107.00	\$ 109.14				
Clinical Nurse Specialist (SAN)	\$ 81.24	\$ 83.39	\$ 85.70	\$ 91.47	\$ 96.99	\$ 101.43	\$ 105.45	\$ 106.89	\$ 109.02	\$ 111.18				
Nurse Anesthetist	\$ 116.10	\$ 119.54	\$ 123.10	\$ 126.78	\$ 130.52	\$ 134.41	\$ 138.41	\$ 141.96	\$ 146.20	\$ 150.57				
Nurse Anesthetist (SAN)	\$ 133.51	\$ 137.48	\$ 141.56	\$ 145.77	\$ 150.10	\$ 154.57	\$ 159.17	\$ 163.25	\$ 168.13	\$ 173.16				
Certified Nurse Midwife (SAN)					\$ 109.26	\$ 114.36	\$ 118.98	\$ 120.68	\$ 123.05	\$ 125.51				
PA/NP (SAN)					\$ 106.18	\$ 109.66	\$ 111.85	\$ 113.41	\$ 115.68	\$ 117.98				
PA/NP Nephrology (SAN)					\$ 106.18	\$ 109.66	\$ 111.85	\$ 113.41	\$ 115.68	\$ 117.98				

2023

Job Title - Rates Effective 04/16/2023	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Clinical Nurse I	\$ 48.45													
<b>Paid at the CN2 scale</b>														
Clinical Nurse II	\$ 66.87	\$ 68.64	\$ 70.68	\$ 74.12	\$ 77.76	\$ 79.80	\$ 82.77	\$ 84.02	\$ 86.70	\$ 88.85	\$ 91.06	\$ 93.32	\$ 95.64	\$ 98.01
RN - Invasive Specialist	\$ 66.87	\$ 68.64	\$ 70.68	\$ 74.12	\$ 77.76	\$ 79.80	\$ 82.77	\$ 84.02	\$ 86.70	\$ 88.85	\$ 91.06	\$ 93.32	\$ 95.64	\$ 98.01
Clinical Nurse II - Ambulatory Oncology Navigator	\$ 66.87	\$ 68.64	\$ 70.68	\$ 74.12	\$ 77.76	\$ 79.80	\$ 82.77	\$ 84.02	\$ 86.70	\$ 88.85	\$ 91.06	\$ 93.32	\$ 95.64	\$ 98.01
Perinatal Care Specialist	\$ 66.87	\$ 68.64	\$ 70.68	\$ 74.12	\$ 77.76	\$ 79.80	\$ 82.77	\$ 84.02	\$ 86.70	\$ 88.85	\$ 91.06	\$ 93.32	\$ 95.64	\$ 98.01
CN II - Ambulatory Clinic Nurse	\$ 66.87	\$ 68.64	\$ 70.68	\$ 74.12	\$ 77.76	\$ 79.80	\$ 82.77	\$ 84.02	\$ 86.70	\$ 88.85	\$ 91.06	\$ 93.32	\$ 95.64	\$ 98.01
CN II - Ambulatory Infusion Nurse	\$ 66.87	\$ 68.64	\$ 70.68	\$ 74.12	\$ 77.76	\$ 79.80	\$ 82.77	\$ 84.02	\$ 86.70	\$ 88.85	\$ 91.06	\$ 93.32	\$ 95.64	\$ 98.01
CN II - Ambulatory Procedural Nurse	\$ 66.87	\$ 68.64	\$ 70.68	\$ 74.12	\$ 77.76	\$ 79.80	\$ 82.77	\$ 84.02	\$ 86.70	\$ 88.85	\$ 91.06	\$ 93.32	\$ 95.64	\$ 98.01
CN II Care Management	\$ 66.87	\$ 68.64	\$ 70.68	\$ 74.12	\$ 77.76	\$ 79.80	\$ 82.77	\$ 84.02	\$ 86.70	\$ 88.85	\$ 91.06	\$ 93.32	\$ 95.64	\$ 98.01
CN II, Case Management-CTP	\$ 66.87	\$ 68.64	\$ 70.68	\$ 74.12	\$ 77.76	\$ 79.80	\$ 82.77	\$ 84.02	\$ 86.70	\$ 88.85	\$ 91.06	\$ 93.32	\$ 95.64	\$ 98.01
CN II, Case Management-Care Transitions & Complex Care	\$ 66.87	\$ 68.64	\$ 70.68	\$ 74.12	\$ 77.76	\$ 79.80	\$ 82.77	\$ 84.02	\$ 86.70	\$ 88.85	\$ 91.06	\$ 93.32	\$ 95.64	\$ 98.01
<b>Paid at the CN2-SAN scale</b>														
Clinical Nurse II (SAN)	\$ 76.90	\$ 78.93	\$ 81.28	\$ 85.24	\$ 89.43	\$ 91.77	\$ 95.19	\$ 96.62	\$ 99.70	\$ 102.18	\$ 104.72	\$ 107.32	\$ 109.98	\$ 112.72
RN - Invasive Specialist (SAN)	\$ 76.90	\$ 78.93	\$ 81.28	\$ 85.24	\$ 89.43	\$ 91.77	\$ 95.19	\$ 96.62	\$ 99.70	\$ 102.18	\$ 104.72	\$ 107.32	\$ 109.98	\$ 112.72
CN II - Ambulatory Clinic Nurse (SAN)	\$ 76.90	\$ 78.93	\$ 81.28	\$ 85.24	\$ 89.43	\$ 91.77	\$ 95.19	\$ 96.62	\$ 99.70	\$ 102.18	\$ 104.72	\$ 107.32	\$ 109.98	\$ 112.72
CN II - Ambulatory Infusion Nurse (SAN)	\$ 76.90	\$ 78.93	\$ 81.28	\$ 85.24	\$ 89.43	\$ 91.77	\$ 95.19	\$ 96.62	\$ 99.70	\$ 102.18	\$ 104.72	\$ 107.32	\$ 109.98	\$ 112.72
CN II - Ambulatory Procedural Nurse (SAN)	\$ 76.90	\$ 78.93	\$ 81.28	\$ 85.24	\$ 89.43	\$ 91.77	\$ 95.19	\$ 96.62	\$ 99.70	\$ 102.18	\$ 104.72	\$ 107.32	\$ 109.98	\$ 112.72
CN II Care Management (SAN)	\$ 76.90	\$ 78.93	\$ 81.28	\$ 85.24	\$ 89.43	\$ 91.77	\$ 95.19	\$ 96.62	\$ 99.70	\$ 102.18	\$ 104.72	\$ 107.32	\$ 109.98	\$ 112.72
CN II, Case Management-Care Transitions & Complex Care	\$ 76.90	\$ 78.93	\$ 81.28	\$ 85.24	\$ 89.43	\$ 91.77	\$ 95.19	\$ 96.62	\$ 99.70	\$ 102.18	\$ 104.72	\$ 107.32	\$ 109.98	\$ 112.72
<b>Paid at the CN3 scale</b>														
Clinical Nurse III	\$ 70.12	\$ 72.16	\$ 75.70	\$ 77.76	\$ 81.58	\$ 83.79	\$ 85.48	\$ 88.24	\$ 91.01	\$ 93.27	\$ 95.59	\$ 97.97	\$ 100.40	\$ 102.90
Critical Care Outcomes/APACHE Analyst	\$ 70.12	\$ 72.16	\$ 75.70	\$ 77.76	\$ 81.58	\$ 83.79	\$ 85.48	\$ 88.24	\$ 91.01	\$ 93.27	\$ 95.59	\$ 97.97	\$ 100.40	\$ 102.90
CN II - Ambulatory Clinic Nurse Grandfathered	\$ 70.12	\$ 72.16	\$ 75.70	\$ 77.76	\$ 81.58	\$ 83.79	\$ 85.48	\$ 88.24	\$ 91.01	\$ 93.27	\$ 95.59	\$ 97.97	\$ 100.40	\$ 102.90
CN II - Ambulatory Infusion Nurse Grandfathered	\$ 70.12	\$ 72.16	\$ 75.70	\$ 77.76	\$ 81.58	\$ 83.79	\$ 85.48	\$ 88.24	\$ 91.01	\$ 93.27	\$ 95.59	\$ 97.97	\$ 100.40	\$ 102.90
CN II - Ambulatory Procedural Nurse Grandfathered	\$ 70.12	\$ 72.16	\$ 75.70	\$ 77.76	\$ 81.58	\$ 83.79	\$ 85.48	\$ 88.24	\$ 91.01	\$ 93.27	\$ 95.59	\$ 97.97	\$ 100.40	\$ 102.90
Nurse, Care Management	\$ 70.12	\$ 72.16	\$ 75.70	\$ 77.76	\$ 81.58	\$ 83.79	\$ 85.48	\$ 88.24	\$ 91.01	\$ 93.27	\$ 95.59	\$ 97.97	\$ 100.40	\$ 102.90
<b>Paid at the CN3 SAN scale</b>														
Clinical Nurse III (SAN)	\$ 80.64	\$ 82.98	\$ 87.05	\$ 89.43	\$ 93.81	\$ 96.35	\$ 98.30	\$ 101.48	\$ 104.67	\$ 107.27	\$ 109.93	\$ 112.66	\$ 115.46	\$ 118.33
Nurse, Care Management (SAN)	\$ 80.64	\$ 82.98	\$ 87.05	\$ 89.43	\$ 93.81	\$ 96.35	\$ 98.30	\$ 101.48	\$ 104.67	\$ 107.27	\$ 109.93	\$ 112.66	\$ 115.46	\$ 118.33
<b>Advanced Practice Titles:</b>														
Clinical Nurse Specialist	\$ 72.76	\$ 74.68	\$ 76.76	\$ 81.92	\$ 86.78	\$ 90.84	\$ 94.45	\$ 95.74	\$ 97.64	\$ 99.58				
Physician Assistant/Nurse Practitioner (PA/NP)	\$ 79.55	\$ 81.65	\$ 83.91	\$ 89.29	\$ 95.10	\$ 98.22	\$ 100.18	\$ 101.58	\$ 103.61	\$ 105.66				
PA/NP Nephrology	\$ 79.55	\$ 81.65	\$ 83.91	\$ 89.29	\$ 95.10	\$ 98.22	\$ 100.18	\$ 101.58	\$ 103.61	\$ 105.66				
Certified Nurse Midwife	\$ 82.00	\$ 84.16	\$ 86.55	\$ 92.39	\$ 97.86	\$ 102.42	\$ 106.56	\$ 108.09	\$ 110.21	\$ 112.41				
Clinical Nurse Specialist (SAN)	\$ 83.68	\$ 85.89	\$ 88.28	\$ 94.21	\$ 99.80	\$ 104.47	\$ 108.61	\$ 110.10	\$ 112.29	\$ 114.52				
Nurse Anesthetist	\$ 119.58	\$ 123.13	\$ 126.79	\$ 130.56	\$ 134.44	\$ 138.44	\$ 142.56	\$ 146.22	\$ 150.59	\$ 155.09				
Nurse Anesthetist (SAN)	\$ 137.51	\$ 141.60	\$ 145.81	\$ 150.14	\$ 154.61	\$ 159.20	\$ 163.94	\$ 168.15	\$ 173.18	\$ 178.35				
Certified Nurse Midwife (SAN)					\$ 112.54	\$ 117.79	\$ 122.55	\$ 124.30	\$ 126.75	\$ 129.27				
PA/NP (SAN)					\$ 109.37	\$ 112.95	\$ 115.20	\$ 116.82	\$ 119.15	\$ 121.51				
PA/NP Nephrology (SAN)					\$ 109.37	\$ 112.95	\$ 115.20	\$ 116.82	\$ 119.15	\$ 121.51				

## APPENDIX B – DOMESTIC PARTNER DEFINED

A “domestic” partnership shall exist between two (2) persons, one (1) of whom is an employee of AHS, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the “domestic partner” of the other if they both complete, sign, and cause to be filed with AHS an “Affidavit of Domestic Partnership” attesting to the following:

- a) The two (2) parties reside together and share the common necessities of life;
- b) The two (2) parties are not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
- c.) the two (2) parties declare that they are each other’s sole domestic partner and they are responsible for their common welfare;
- d) The two (2) parties agree to notify AHS if there is a change of circumstances attested to the affidavit;
- e) The two (2) parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

**Termination.** A member of a domestic partnership may end said relationship by filing a statement with AHS. In the statement, the person filing must affirm, under penalty of perjury, that 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner.

**New Statements of Domestic Partnership.** No person who has filed an affidavit of domestic partnership may file another such affidavit until six (6) months after a statement of termination of the previous partnership has been filed with AHS.

**APPENDIX C – PLAN FOR REDUCTION IN FORCE**

**Plan for Reduction in Force**

Information	Projected effective date of layoff:	Date of plan submission:	
<b>Affected Cost Centers</b>			
Cost Center:	Unit Name:	Unit Manager:	Manager Submitting Justifications:
<b>Affected Titles</b>			
Title:	FTE:	Name:	Seniority List for Title Attached:

**Pre-Layoff Actions**

Please provide a registry, traveler and SAN usage analysis including the number of hours or shifts which repeat every pay period and hours or shifts that don't. The repeating hours of shifts result in how many FTEs in which titles?

Please list all the probationary employees to be kept in the unit and why.

Please project all the positions that will become open in next six months that will have to be filled:

Title	Name of Incumbent	Reason for Leaving	FTE

Please justify for each position above why a laid off employee could not be placed in position or could not be considered if they applied.

**Justification**

Please provide some background on the units of funding sources, the history how we get to this point. What funding alternatives have been explored?

What functions are laid off positions performing and all who will be remaining functions if there are any?

Have any of these positions' functions changed in the last two years? What happened and why?

What are the projected savings for the fiscal year?

What are they annually?

**Signature for manager**

\_\_\_\_\_

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

For SEIU:

For AHS

\_\_\_\_\_

\_\_\_\_\_

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

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

**APPENDIX D – STAFFING PLANS/MATRIX**

<b>Acute Rehabilitation Staffing Ladder</b>					
<b>CENSUS</b>	<b>RN</b>	<b>CNA</b>	<b>BREAK NURSE</b>	<b>CHARGE</b>	<b>NOC</b>
			<b>DAY/ PM</b>	<b>DAY/PM</b>	<b>BREAK NURSE</b>
5	1	1	1		1
6	2	1	1		1
7	2	1	1		1
8	2	1	1		1
9	2	2	1		1
10	2	2	1		1
11	3	2	1		1
12	3	2	1		1
13	3	2	1		1
14	3	2	1		1
15	3	2	1		1
16	4	2	1	1	1
17	4	3	1	1	1
18	4	3	1	1	1
19	4	3	1	1	1
20	4	3	1	1	1
21	5	3	1	1	1
22	5	3	1	1	1
23	5	3	1	1	1
24	5	3	1	1	1
25	5	4	1	1	1
26	6	4	1	1	1
27	6	4	1	1	1
28	6	4	1	1	1
<b>Number of C.N.A.'s on the floor, based on how many sitters and Unit Acuity</b>					
<b>RN 1: 5</b>		<b>CNA 1:8</b>			
<b>NURSE MANAGER WILL CHECK WITH CHARGE NURSE FOR FINAL STAFFING</b>					



<b>ED Staffing Matrix</b>							
<p>***The ED is an Open unit. Title 22 Ratios for the Emergency RN is as follows: 1:1 and/or 1:2 - ICU, 1:3 SDU, and 1:4 Tele. This is a staffing guideline for the ER. As such, it is a fluid model that can be adjusted based on patient acuity, census/volume and surge. Nurses providing direct patient care must provide handoff prior to leaving (including SWAP and ROC) the department to transport patients whenever they have remaining patients under their care in the department.</p>							
<u>Time</u>	<u>Staff</u>	<u>Assignments</u>			<u>Time</u>	<u>EDT</u>	<u>Clerk</u>
7a	16	Charge, Desk, Triage 1, Fast Track 1-6, ROC/Resource, Trauma, Resus, 1-3, 4-7, 10-12, 16-19, 20-21, 32-35, 36-39, 40-44, Break 1	(Includes 1 LVN)		7a	4	2
9a	19	Above plus Triage 2, SWAP (Pivot), Break 2			9a	4	2
11a	24	Above plus Fast Track 7-10, 14-15/22, 24-26/H2 leave, 28-31, Break 3			11a	6	2
1p	24	No Change			1p	6	2
3p	25	Above plus TRANSPORT (ADT)			3p	6	2
5p	25	No Change			5p	6	2
7p	24	ROC/Resource leaves			7p	4	2
9p	21	SWAP(Pivot) & Triage 2, Break 2 leave			9p	4	2
11p	18	FT 1-10, 14-15, 22, 24-26/H2			11p	3	2
1a	18	No Change			1a	3	2
3a	17	28-31 leave			3a	3	1
5a	16	Break 3 leaves			5a	3	1

Fairmont Skilled Nursing Staffing Ladder

Census	AM Shift															Total Usage				State Required Minimum			Variance												
	RN					CNA					Sitter*					LN PPD	CNA PPD	Total Staffing PPD	State Required Min Staffing LN	State Required Min Staffing CNA	State Required Min Total Staff	Variance Staffing LN	Variance Staffing CNA	Variance Staffing Total											
	RN	LVN	CNA	Sitter*	RNA	RN	LVN	CNA	Sitter*	RNA	RN	LVN	CNA	Sitter*	RNA																				
101	4	6	15	5	3	10.10	6.73	4.39	4	6	13	5	10.10	7.77	5.61	2	4	7	5	16.8	14.43	8.42	26	35	61	79	2.06	2.77	4.83	1.10	2.40	3.50	0.96	0.37	1.33
102	4	6	15	5	3	10.20	6.80	4.43	4	6	13	5	10.20	7.85	5.67	2	4	7	5	17	14.57	8.50	26	35	61	79	2.04	2.75	4.78	1.10	2.40	3.50	0.94	0.35	1.28
103	4	6	15	5	3	10.30	6.44	4.29	4	6	13	5	10.30	7.92	5.72	2	4	7	5	17.2	14.71	8.58	26	36	62	80	2.02	2.90	4.82	1.10	2.40	3.50	0.92	0.40	1.32
104	4	6	16	5	3	10.40	6.50	4.33	4	6	14	5	10.40	7.43	5.47	2	4	8	5	17.3	13.00	8	26	38	64	82	2.00	2.92	4.92	1.10	2.40	3.50	0.90	0.52	1.42
105	4	7	16	5	3	9.55	6.56	4.38	4	7	14	5	9.55	7.50	5.53	2	4	8	5	17.5	13.13	8.08	28	38	66	84	2.13	2.90	5.03	1.10	2.40	3.50	1.03	0.50	1.53
106	4	7	16	5	3	9.64	6.63	4.42	4	7	14	5	9.64	7.57	5.58	2	4	8	5	17.7	13.25	8.15	28	38	66	84	2.11	2.87	4.98	1.10	2.40	3.50	1.01	0.47	1.48
107	4	7	16	5	3	9.73	6.69	4.46	4	7	15	5	9.73	7.13	5.35	2	4	8	5	17.8	13.38	8.23	28	39	67	85	2.09	2.92	5.01	1.10	2.40	3.50	0.99	0.52	1.51
108	4	7	16	5	3	9.82	6.75	4.50	4	7	15	5	9.82	7.20	5.40	2	4	8	5	18.0	13.50	8.31	28	39	67	85	2.07	2.89	4.96	1.10	2.40	3.50	0.97	0.49	1.46
109	4	7	16	5	3	9.91	6.81	4.54	4	7	15	5	9.91	7.27	5.45	2	4	8	5	18.2	13.63	8.38	28	39	67	85	2.06	2.86	4.92	1.10	2.40	3.50	0.96	0.46	1.42
FY21 Budget numbers																																			
103	4	7	15	5	3	9.36	6.87	4.48	4	7	13	5	9.36	7.92	5.72	2	4	7	5	17.2	14.71	8.58	28	35	63	81	2.17	2.72	4.89	1.10	2.40	3.50	1.07	0.32	1.39

\* changes slightly based on which until the patients are in. For example, if at 103 census and B1 drops to 15 census, then one less LVN is needed. Otherwise, it is 7 LVN for census above 103.

22 CCR § 72329.1(g) (3) - Staffing Ratios, minimum:

AM Shift: 1 direct caregiver for every 5 patients or fraction thereof;

PM Shift: 1 direct caregiver for every 8 patients or fraction thereof;

NOC Shift: 1 direct caregiver for every 13 patients or fraction thereof.

\* Sitter usage is used as needed. Not regularly staffed daily.

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

Title 22 Nursing: Patient Ratio – 5:1

CENSUS	RN	CHARGE/CNIII	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	CHARGE/CNIII	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

**6<sup>th</sup> Floor**

CENSUS 28 Maximum Pt's per Floor

Title 22 Nursing:Patient Ratio – 3:1

CENSUS	RN	CHARGE/CNIII	Tele Tech/Floor	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/Floor

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

**4<sup>th</sup> 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 Tech	Clerk
1	5	1	1	1	1

\*THIS IS NOT A FLEX UNIT

Room Examples:	RNS
4422 & 4423	1
4424 & 4425	1
4426 & 4427	1
4428 & 4429	1
OR/PAR	1

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

POSTPARTUM/ ANTEPARTUM
17 Beds

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

Couplets CENSUS	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/ Resource RN	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

<b>JGPH Inpatient Units - Max 23 patients--Title 22 Nursing Ratio: 6:1</b>						
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						
<b>JGPH Psychiatric Emergency Service</b>						
Title 22 Nursing:Patient Ratio – 3:1			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
61-66	11	2	1	2	5	2
67-72	12	2	1	2	5	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						

PACU									
0700 - 1900	2 RN's (one of whom is charge)								
0900 - 2100	1 RN								
0900 - 2100	1 Break RN	also may come in at 0700 or 1100 depending on OR schedule and census							
1100 - 2300	2 RN's								
1900 - 0700	2 RN's								
0700 - 1900 STAND-BY	1 RN	Saturday, Sunday, Holidays							
1900 - 0700 STAND-BY	1 RN	Daily							

OR has 6 suites (all of which are running on weekdays)  
 PACU has 10 ready bays to receive patients and 1 isolation room.  
 ASPAN recommendation is to have 2 receiving bays for every OR suite.  
 (American Society of Peri-Anesthesia Nurses)

So currently, if they are running 6 rooms, we don't have the appropriate space to receive them (we need 12 bays).  
 The area between SDS and PACU was supposed to be more bays but this has not happened. Despite this, current policy states we have 14 PACU bays.  
 The reality is...we have 10 functioning bays + isolation room (requiring 5 RNs to receive patients during peak periods).  
 PACU RN to patient ratio is 1:2 (for stable recoveries), or 1:1 (for unstable patient or intense/emergent recoveries, similar to ICU).

Currently, assigned charge nurse does NOT have an assignment.  
 If no break nurse is assigned, staff takes break whenever feasible.  
 If unit is busy, and staff requests for no break, this is denied. Staff are told they should have taken their break when they arrived for their shift (when the unit wasn't busy).

PACU continues to have boarders (i.e., people waiting for inpatient beds to become available); the staffing plan does not take this into account.  
 Furthermore, the ISSU often sends their post-procedure patients to PACU if the patients need critical care (even if they haven't been under anesthesia).  
 These two processes take the PACU RNs out of their safe staffing ratio.

	ICU STAFFING MATRIX						
CENSUS	CHARGE RN	BREAK RN	RRT	TN2	RN	CNA.	MC
23-24	1	2	1	1	14	1	1
21-22	1	2	1	1	13	1	1
19-20	1	2	1	1	12	1	1
17-18	1	2	1	1	11	1	1
15-16	1	2	1	1	9	1	1
13-14	1	2	1	1	8	1	1
11 TO 12	1	2	1	1	7	1	1
9 TO 10	1	2	1	1	6	1	1
7 TO 8	1	2	1	1	5	1	1
5 TO 6	1	1	1	1	5	1	1
3 TO 4	1	1	1	1	3	1	1
0 TO 2	1	1	1	1	2	1	1

ICU is staffed on a 2:1 ratio. Patients can be placed on a 1:1 ratio if they meet certain criteria



## **SIDE LETTER #1 – 36 HOUR NURSES**

### 1. Side Letter #1—Full-Time Employment Nurses Working 36 Hours (March 4, 2009)

This letter is in response to your letter dated March 3, 2009. In the letter you asked whether nurses who work 36 hours per week for Alameda County Medical Center (“ACMC”) would be considered full-time employees for purposes of retirement contributions.

As a general practice, the Alameda County Employees’ Retirement Association (“ACERA”) permits each employer to establish what constitutes full-time status for a position. ACERA will accept that status so long as it does not conflict with the County Employment Retirement Law (“CERL”) or ACERA’s rules and policies.

Under the CERL and ACERA’s rules and policies, nurses can work 36 hours per week and be considered full-time employees. therefore, if ACMC determines that nurses working a 36-hour work week constitutes full-time employment, ACERA would accept that decision.

The employment status being reported through payroll for these members is currently uncertain. Before ACERA can add service as full-time in our system, ACMC must provide ACERA with written confirmation that this group of nurse will be considered full-time employees along with the names and each employee that falls within the group.

March 27, 2009

Mr. Robert Gaumer  
Chief Counsel, ACERA  
475 14th Street  
Suite 1000  
Oakland, CA 94612

Dear Mr. Gaumer,

I am writing you at the request of Fran Jefferson, Field Director of SEIU Local 1021. Nurses and other persons employed by the Alameda County Medical Center (AHS) who are regularly scheduled to work three (3) 12-hour shifts per week are considered full-time employees by AHS and accrue full-time benefits.

Under separate cover, we will provide a list of employees who fall within this group. From time to time, AHS may hire additional nurses and other health care professionals who will fall within this definition of full time. When that occurs, AHS's Benefits Department will provide you with updated information. The list you receive early next week will be limited to current employees who are nurses. AHS and SEIU have a tentative agreement with the General SEIU 1021 Unit that would expand this definition to include other classes of health care providers. After the contract has been ratified by the members of the Local and by the AHS Board of Trustees, we will provide ACERA with an amended list of employees, likely late next week.

Please contact me directly if you need further information or clarification. I can be reached at 437-8422 and by email at [jlouden@acmedctr.org](mailto:jlouden@acmedctr.org).

Sincerely  
Jeanette Loudon-Corbett  
Chief Human Resource Officer

**SIDE LETTER OF AGREEMENT #3 – FLOAT POLICY****FLOATING POLICY**

**Purpose:** To ensure that qualified licensed staff work in areas in which they are trained and competent to work.

**Policy:** Nursing Administration is responsible for ensuring safe nursing care by providing staffing based upon patients' needs. The staffing needs of a unit may fluctuate and readjustment of staff may be necessary to meet and ensure patient care.

Assignment and reassignments (floating) will be made only when necessary to meet base line staffing. Every attempt will be made to keep all staff within their home unit.

In order to meet staffing needs of the patients, staff may be asked to work on nursing units other than their assigned home unit.

It is the policy of the Medical Center that nursing employees will be available for any area of patient care in accordance with competency standards.

In order to maintain skills to work in other areas, floating for the licensed staff will be by the following pods:

<b>Unit Name</b>	<b>Location</b>
Maternal-Child Health	9 <sup>th</sup> Floor
Medical-Surgical	7E, 7W, 5E
Perioperative Services	PACU, Same Day Surgery (operating room staff does not cross-train/float)
Psychiatry	John George
Skilled Nursing and Rehabilitation	Fairmont Hospital
Intensive Care Unit and Transitional Care Unit	ICU 4 <sup>th</sup> Floor and TCU (ICU to TCU only)
Trauma	Trauma and ICU (ICU trauma nurse to float to ER to cover ICU patients)
Emergency Department	Emergency Department

To provide competency-based staffing in the most cost-effective manner.

Staff members, who are cross-trained and competent to work areas outside of their pod, may be assigned to other areas. Each unit will be responsible for keeping a “Float-Log” – competency is defined as completing the necessary requirements including orientation to work in a clinical area. Each area has a competency checklist. Once a staff member has a completed competency checklist, it is entered into the staffing computer.

The nurse manager, will work with staff to cross-train qualified members to other units within their scope of practice to ensure safe, competent and qualified nursing care within pods outside of their home unit prior to floating any staff member.

It may be necessary to reassign an employee to a unit other than their primary unit, A list of unit tasks and routines will be maintained on each unit.

If there is more than one staff member trained and able to float out of their pod, floating will be done by rotation.

If an employee being sent to another unit has any questions or concerns about the assignment they may contact the Nurse Manager/Shift Supervisor for an appointment to discuss the assignment. However, the employee will report to the unit as assigned within 10 minutes and begin work. Floating or regular staff will be done based upon skill level and in rotation. Each nursing unit will maintain a float book to record who floated and when. The employee is expected to comply with Staffing Services/Nurse Manager’s direction at all times without exception. Failure to do so will be considered an act of insubordination and disciplinary action will be recommended.

When an assignment is to a unit other than their primary unit, the employee is to indicate the cost center of the assigned unit on their time sheet in the appropriate column.

Prior to floating a regular staff member on a regular shift, all registry, SAN, and staff on extra shifts will be reassigned based upon skill level and competencies. Assignments and reassignments are at the discretion of the Nurse Manager/Shift Supervisor based on Overall need. When possible, the Nurse Manager/Shift Supervisor will consult with the charge Nurse when determining floating.

Certified Nursing Assistants (CNA) may be assigned to work outside of these pods. The Charge Nurse or designated licensed staff will be responsible to orient the CNA to the unit.

Floating provides an opportunity for staff to work alternate areas of interest and provides staff with additional learning opportunities.

Once a year, Nursing Education will evaluate the need for cross-training programs. Cross training programs will be offered based on need and interest. Cross-training may be required in order to work in areas within the identified pods such as the ICU and Trauma pod.

## SIDE LETTER OF AGREEMENT - KRONOS

### Side Letter of Agreement between APMC and SEIU 1021 on Kronos

This agreement supercedes the prior interim Kronos agreement between APMC and SEIU.

Intent:

It is the intent of Kronos to establish accurate processes for time and attendance tracking and to calculate hourly employee payroll. **Kronos is not intended as a punitive or disciplinary tool.** However, SEIU and APMC agree that the documentation of time and attendance in Kronos can legitimately be used to support corrective counseling and discipline when necessary in order to assure compliance with APMC policies relating to tardiness and absenteeism.

General Provisions:

- SEIU 1021 employees may be required to use the Kronos system (time clock or PC) to clock in and out.
- Employees must clock in and out at the location closest to where their cost center/work location is.
- Employees are not required to clock out and in for meals. Employees are not required to clock out and in for break periods.
- Employees working through lunch are required to account for that time by reporting the time to the manager or designee for input into Kronos or by noting the time on the Exception Sheet. Per the SEIU MOUs, all overtime must be approved in advance by the manager or designee.
- Employees who clock in between 7 minutes before the start of the shift or 7 minutes after the start of the shift will not incur overtime or lose pay. After the seven minute grace period, employees will be docked for all minutes tardy and/or will be paid for time worked before or after the scheduled shift. **The seven minute grace period is for purposes of compensation only.**
- Areas or individuals who are not required to use Kronos will continue to use paper time cards based on the work performed or other legitimate business reasons. SEIU will be notified of any exceptions authorized by APMC. (Exceptions to use of Kronos are currently found within some of the specialty clinics and for some of the Mid-Level Practitioners.)
- All mutually agreed upon attendance/pay rules, policies and practices in effect prior to Kronos remain in effect.

Implementation and Maintenance of Kronos:

1. Managers will receive a training packet that explains the following:
  - Their roles and responsibilities including how to communicate and coach employees on the proper use of Kronos.
  - The employees' roles and responsibilities.
  - A list of clock locations. (See attachment A)
  - Policies and Procedures pertaining to Kronos including how to handle exceptions and how to document overtime.

2. Employees will receive a training packet during new employee orientation and/or new hire processing that shall include:
  - A list of clock locations including the location of the clock closest to their work area.
  - Policies and Procedures pertaining to Kronos including how to handle exceptions and how to notify the supervisor of emergency overtime that was not approved prior to being worked.
  - An explanation of how to obtain a copy of the Kronos time sheet and/or how to view it on-line.
  - **A request for a hard copy of the Kronos time sheet will not be denied.**
3. Each unit will maintain a Kronos file that contains Kronos-related policies and procedures along with a list of time clock locations.
4. The APMC Kronos IT expert will check the accuracy of the time clocks on a weekly basis and will maintain a log showing the date and the results of such checks.
5. APMC will maintain a current Kronos support matrix. (See attachment B).

Exceptions:

APMC will use exception logs which at a minimum will contain spaces for the name of the employee, the date, the time in and time out, the reason for the exception and spaces for both employee's and supervisor's signatures. Examples of items that will be noted on the exception log are: charge pay, preceptor pay, standby pay and callback pay. **A request for a hard copy of an employee's individual exception log will not be denied.**

Continuing Discussions:

The terms of this agreement are not closed and will be subject to further discussion of work rules and other related matters at the request of either party. This document will be updated by future agreements by the parties on Kronos.

Attachments:

- A. List of Locations
- B. Support Matrix
- C. Instructions on Clocking in and out on a Computer

For SEIU:

For ACMC:

~~PA~~ SUSAN M. STEFAN

[Signature]  
Richard J. Dodson

Christal B. Cox

Kwame Francis

Chene Foris

Nanda Washington

Barbara Whitson

Lerrina Beers

July Sloan

Heidi Taylor

\_\_\_\_\_

\_\_\_\_\_

Date: 5/10/10

Date: 5/10/10

**KRONOS CLOCKS**

<b>Clinics</b>	<b>Clk #</b>
Newark	20001
Hayward	30001
Eastmont 1	40001
Eastmont 2	40002
Eastmont 3	40003
<b>Fairmont</b>	
B Bld 1st floor	60001
B Bld 2nd floor	60002
C Bld 2nd floor	60003
E Bld 1st Floor	60005
E Bld 2nd Floor	60006
H Bld 1st floor	60007
H Bld 2nd floor	60008
EVS Service Bld Basement	60009
Boiler Room	60010
Dietary	60011
B Bld 3rd floor	60012
<b>Highland</b>	
2nd floor Dietary	10001
3rd floor Imaging	10002
3rd floor Lab	10003
4th floor ICU	10004
5th floor TCU	10006
8th floor Staffing	10007
6th floor Cardiology	10008
7th floor Acute	10009
9th floor Labor-Delivery	10010
1st floor Vallecito (will be removed due to construction)	90011
3rd floor Lab	90012
<b>JGPP</b>	
JGPP-EVS	70001
JGPP-PES	70002
JGPP-REG	70003
<b>KORET</b>	
3rd floor	80001
4th floor ED	80002
5th floor OR	80004
6th floor	80005
7th floor	80006
ER Break Room	80007



**WINGS**

HGH-B Basement	90001
OAS-EVS	90003
C Wing 1st floor	90004
OA2- Mat Mgmt	90005
D wing 2nd floor	90006
A wing 3rd floor	90007
D wing 1st floor	90008
A wing 2nd floor	90009
OA Basement	90013
F- Basement	90014

**If an Employee's Badge does not work in the badge reader- or the Employee does not have his/her badge**

**If an Employee's Badge does not work in the badge reader – or the Employee does not have his/her badge**

- The employee must notify the supervisor immediately.
- The badge reader may not be able to read worn or damaged ID cards and the employee may need to obtain a new card. There is no charge for the replacement of a worn or damaged card.
- The employee must record time in and out on the Log of Activity Sheet.
- Punch times must be documented and authorized by the supervisor.
- The supervisor is responsible for entering the hours from the log sheet into the Kronos system.

**Summary Table of Action**

<b>If.....</b>	<b>Then the employee must....</b>	<b>And Supervisor must...</b>
an employee reports to work without his/her badge	<ul style="list-style-type: none"> <li>• notify supervisor/designee and write on exception log</li> </ul>	<ul style="list-style-type: none"> <li>• enter pay code or hours into Kronos</li> </ul>
an employee loses his/her badge	<ul style="list-style-type: none"> <li>• notify supervisor/designee</li> <li>• obtain a new badge at Employees expense</li> <li>• note time record on exception log</li> </ul>	<ul style="list-style-type: none"> <li>• enter pay code or hours into Kronos</li> </ul>
an employee swipes his/her badge and there is no readout on the badge reader	<ul style="list-style-type: none"> <li>• notify supervisor/designee</li> <li>• employee may need to obtain a new badge if present one is worn or damaged.</li> <li>• note time on exception log</li> </ul>	<ul style="list-style-type: none"> <li>• Check with Payroll to verify if clock has captured punches or if hours need to be added to Kronos.</li> </ul>
an employee realizes at a later time that he/she forgot to punch as required	<ul style="list-style-type: none"> <li>• notify supervisor/designee</li> <li>• note time on exception log</li> </ul>	<ul style="list-style-type: none"> <li>• enter pay code or hours into Kronos</li> </ul>

**Use of Badge Reader**

At the beginning and end of each shift an employee must present his or her badge card at the badge reader.

- Hold ID badge in front of badge reader above the decal with the flag.



- To confirm its acceptance, the badge reader will briefly display the employee's name, and then display the words **Transaction Accepted**
- If the clock displays "**Accepted**" without employee name, then the badge is not properly assigned to the employee. Notify payroll.
- If a badge is replaced, HR will make the appropriate notification to Payroll. The employee is encouraged to follow up on that process.

# Kronos Badge Reader

## (Time clock)

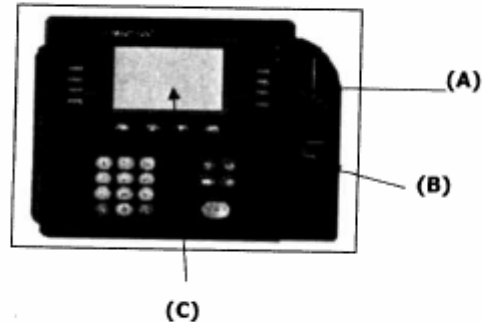
### Employee Functions at Badge

#### Reader

Employee can perform functions at the Badge Reader (clock) such as cost center transfer; charge pay and review punch activity.

The badge reader idles in Employee Mode (**Figure 1**) an employee initiates a function by pressing a soft key (**A**)

**Figure 1**



### How to Punch In or Out

- 1) Hold badge 2"(Present Badge) from clock in front of target area. (**B**)
- 2) Punch is accepted when name appears on display screen. (**C**)

### Transfer to Different Cost Center

- 1) Press soft key (blue) to left of function (Cost Center Transfer)
- 2) Select the cost center from the list or use the number pad to enter the cost center number
- 3) Press Enter button
- 4) Present badge to clock
- 5) Function should process  
(Hear single beep and green light will flash)

**Note:** Your cost center will automatically default to home at the beginning of the next shift.

### Activities at the Badge Reader

#### **Charge Pay/Lead Pay/Callback/Preceptor**

- 1) Press soft key (blue) to left of function (charge pay, lead pay, Preceptor Pay)
- 2) Present badge
- 3) End activity prior to the end of your shift, press soft key (blue) to the right of the function (charge pay, etc.)

#### **View Last Punch**

- 1) Press soft key (blue) to the left of function (review punches)
- 2) Present Badge

## PC - Stamp Time Entry

### 1. Time Stamp.

Has features similar submitting time at a terminal (clock). (Figure 1)

Employees can also view Self Service Reports related to time worked, accruals, and schedules (Figure 2)

The screenshot shows the 'Time Stamp' web application. At the top, there is a header with 'Time Stamp' and a user identification field showing 'Name & ID: Smith, Jack C' and '14'. Below the header are links for 'Refresh' and 'Print Screen...'. The main content area displays the date and time: 'Sunday, September 14, 2003' and '8:33PM (GMT -05:00) Eastern Time'. There is a 'Transfer:' dropdown menu. Below it are two checkboxes: 'Cancel all meal deductions' (unchecked) and 'Log off after stamping' (checked). At the bottom right of the main area is a 'Record Time Stamp' button. On the left side, there is a navigation bar with a clock icon and the following links: 'Log Off', 'Change Password', 'My Information', 'Time Stamp', 'My Timecard', 'My Reports', and 'Help'.

1. Click on desktop shortcut or link to the server.
2. Enter Name and ID. You will be logged in.
3. To record time only click on Record Time Stamp.
4. To transfer hours to different [Job] select transfer drop down and correct transfer account.
5. To view Self - service Reports select [My Reports] from Navigation Bar.
6. When complete select Log Off from Top right corner of Navigation Bar.

The screenshot shows the 'My Reports' web application. At the top, there is a header with 'My Reports' and a user identification field showing 'Name & ID: Stock, Donna' and '11'. Below the header is a 'Print Screen...' link. The main content area is titled 'Available Reports:' and lists three report types: 'Accrual Balances and Projections', 'Schedule', and 'Time Detail'. At the bottom of the main area, there is an 'As of:' dropdown menu set to 'Current Pay Period'. At the bottom center is a 'View Report' button.

## SIDE LETTER - ATTENDANCE AND PUNCTUALITY POLICY

### SIDE LETTER BETWEEN AHS AND SEIU

#### RE: POLICY 3.19 ATTENDANCE AND PUNCTUALITY

AHS and SEIU agree to the following changes to the Attendance and Punctuality Policy

#### KEY

~~Deleted language~~  
**New Language**  
Unchanged Language  
*Comments*

#### PURPOSE

To define Alameda County Medical Center (ACMC) attendance standards and to ensure consistent application of attendance standards.

To provide guidelines for dealing with incidents, patterns and excessive records of absence and tardiness.

#### POLICY

Employees have a responsibility to ACMC and their co-workers to be reliable and punctual in reporting for scheduled work. In the rare instance when it is not possible to avoid being late or absent from work, the employee must notify his/her supervisor as soon as possible of the anticipated tardiness or absence. Generally, this means calling the supervisor before the start of business (at the latest) on each day of absence and explaining the reason for the absence. Notification to the department/unit shall be made in accordance with department/unit policies and procedures.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Except under highly unusual circumstances, an employee who is absent for three (3) or more consecutive work days without notifying his/her supervisor will be deemed to have abandoned his/her position and may be terminated.

It is important for managers and work groups to be able to rely upon regular and consistent attendance by all employees, and to recognize that unexcused or excessive absences must be avoided in the interest of all employees and residents.

Special Note: In order to ensure fairness and consistency in the administration of this policy and use of these Guidelines, each Supervisor/Manager is responsible for reviewing each employee's record and analyzing each case independently in the application of these Guidelines.

The following guidelines are designed to provide managers with assistance in reinforcing the expectation that regular attendance must be maintained by every employee:

#### Excused Absence

This occurs when permission was sought by the employee for time off from work and such time off was approved in advance by the responsible manager. Managers/Supervisors shall not deny legitimate sick leave requests.

#### Tardiness

This occurs when an employee reports to his or her designated work area, ready for work, after the scheduled beginning of the assigned shift.

Punctuality in reporting to work is important for several reasons:

1. Other staff, customers and employees may be dependent on the services of the employee and are hampered by tardiness.
2. Tardiness can be interpreted by others as lack of commitment or dependability, and this reduces the trust needed for teamwork among employees.
3. Tardiness, when condoned and allowed to continue, tends to suggest that management has reduced its expectations. Therefore:

In determining whether an employee is "tardy," and the type of disciplinary action which may be appropriate, the manager's reasonable judgment should be used. When evaluating the level of disciplinary action, consideration should be given to whether an employee's tardiness occurs in conjunction with an unacceptable number of absence occurrences.

Managers and Supervisors shall monitor tardiness and attendance of all employees on a quarterly basis. When repeated infractions appear to exist, the manager or supervisor will consult with Human Resources prior to suspending or terminating an employee.

#### Unexcused Absence

This occurs when an employee fails to report for work when scheduled and/or fails to remain at work for the duration of the employee's shift and does not have prior management approval for the absence.

If upon the employee's return he/she offers a reason for the absence which is verified in writing and the reason precluded the employee from notifying the manager in advance, the absence may be considered an excused absence.

If an employee’s advance request for an excused absence is denied, and the employee subsequently fails to report on the same day for reasons of illness, an emergency, etc., then verification may be required of the employee. If written verification is not obtained, the occurrence may be treated as an unexcused absence and any pay requested for such day may not be granted. Appropriate disciplinary action may be administered.

Absence Occurrence

Each absence of one or more consecutive days, regardless of its length, will be counted as one occurrence (Managers should check the MOU if an employee is represented.).

- Three (3) occurrences of nonscheduled absences (i.e., not including vacation, holiday, etc) within a 60-consecutive-day period is cause for initiating a counseling discussion to the extent consistent with applicable federal and state law. Such counseling discussions should be documented. Further nonscheduled absences will result in further discipline up to and including termination to the extent consistent with applicable federal and state law.
- **Three tardies of 8 minutes or more during the 60 consecutive day period will count as a violation of this policy; however, tardies below 8 minutes will be counted as an occurrence when those tardies equal a cumulative 8 minutes.**
- If an employee corrects his or her attendance (excessive absence and/or tardiness) after counseling or disciplinary action, for the attendance problems but then subsequently returns to an unacceptable level of attendance, the manager should continue the disciplinary process. In determining whether disciplinary action is warranted the Manager should consider the length of time since the last attendance problems.
- **Once a non-scheduled absence or tardy has been counted in connection with an occurrence, that absence or tardy cannot be included in whole or in part in determining the existence of any subsequent occurrence.**

**ATTENDANCE/TARDINESS  
Course of Action Guidelines**

<b>SITUATION</b>	<b>COURSE OF ACTION</b>
Absenteeism Notification	Employee must notify direct Supervisor/Manager for all absences unless otherwise authorized.
Absence Notice Requirement	Except in the case of an emergency or other extreme circumstances, two (2) hours prior to shift. <u>Note:</u> This is a general rule. Employees should review their specific department’s reporting procedures.
Non-Scheduled Absence	Not scheduled in advance, but approved.

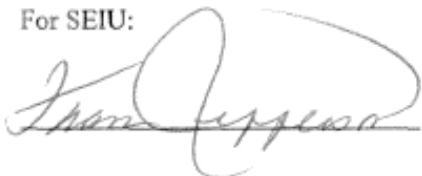
**ATTENDANCE/TARDINESS  
Course of Action Guidelines**

<b>SITUATION</b>	<b>COURSE OF ACTION</b>
Unauthorized Time Off	"No Show/No Call" – not paid. Appropriate disciplinary action taken.
Unpaid Time Off	Unpaid time off should be rare and will be based on Manager determination of operational need.
Leave Notice Requirement	Employee must request and receive advance approval except in case of extreme emergency. 24 hour minimum notice for vacation of less than one week. Two week minimum notice of vacation of more than one week. Vacation approval and notice requirement subject to Manager/Supervisor's determination of operational need.
Health Care Provider's Notes	Manager/Supervisor may request for absences of 3 consecutive working days or more or when Manager/Supervisor determines there are indications of excessive use of sick leave or sick leave abuse.
Absenteeism Occurrence	One day and/or multiple consecutive days of nonscheduled absence or unauthorized absence.
Excessive Absenteeism Defined	Three (3) occurrences within sixty (60) consecutive days. Multiple consecutive days of absence count as one occurrence.
Disciplinary Action per Occurrence of Absenteeism (Non-FMLA Occurrences) — within a 60-day period. <b>(Guidelines only.)</b>	3 = Verbal counseling 5 = Written disciplinary action 6 = Probation/Suspension 7 = Termination
Tardiness Occurrence Defined	<del>Each separate occurrence of tardiness is applicable.</del>
Late/Tardy Defined	Failure to be at workstation at the scheduled time.
Tardy Notice Requirement of shift	Employee required to notify Manager/Supervisor
Tardiness Disciplinary Action (per occurrence) — within a 60-day period. <b>(Guidelines only.)</b>	3=Verbal counseling 5=Written disciplinary action 6=Probation/Suspension 7=Termination



**Note:** Human Resources should be contacted prior to ~~suspending~~ or terminating any employee for attendance/tardiness.

For SEIU:



Date: 05/14/2014

For AHS:



Date: 14 May 2014