

MEMORANDUM OF UNDERSTANDING

**BETWEEN SEIU LOCAL 1021- GENERAL
CHAPTER**

AND

THE ALAMEDA HEALTH SYSTEM

April 1, 2014 to March 31, 2017

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MEMORANDUM OF UNDERSTANDING

BETWEEN SEIU LOCAL 1021 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 representation units referred to in Article 1 hereof.

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. AHS recognizes SEIU Local 1021 as the exclusive bargaining representative for the classifications listed in Appendix A and in the following bargaining units:
2. All full-time employees in classifications included in Bargaining Units IV, V, VI, VII, VIII, X, XI, and XII, as specifically enumerated in the appendices attached hereto;
3. All part-time employees in classifications included in Bargaining Units IV, V, VI, VII, VIII, X, XI, and XII, as referenced above, who are regularly scheduled to work two-fifths or more time per pay period provided that after August 20, 2000, new employees who are regularly scheduled to work less than two-fifths per pay period shall be covered by this MOU; and,
4. All services-as-needed employees included in classifications included in Bargaining Units IV, VII, VIII, X, XI, and XII, as specifically enumerated in the appendices attached hereto, who are regularly scheduled to work two-fifths time or more per pay period provided that after August 20, 2000, new employees who are regularly scheduled to work less than two-fifths per pay period shall be covered by this MOU.
5. AHS shall recognize the Union as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of the duties now included within the above-referenced classifications. When AHS creates any such classification, it will notify the Union and meet with the Union for the purpose of assigning the new classification to the appropriate bargaining unit. Such placement shall be by mutual consent. In case of disagreement, an arbitrator shall decide the matter.
6. In disputes between AHS and the Union over the assignment of newly created classifications to appropriate bargaining units, the arbitrator shall decide the matter on the following basis:
7. The arbitrator shall reject any claim by the Union to any newly created classification whose duties are substantially within the scope of (a) classifications which are supervisors or confidential employees within the meaning of the National Labor Relations Act or (b) classifications represented by other employee organizations.

8. The arbitrator shall determine any dispute over whether or not the scope of duties of a newly created classification is substantially within the scope of duties now included within an SEIU represented classification or if a newly created classification is without clear recent precedent in AHS service, whether or not the duties of such classification are, in general character, similar to those within SEIU represented units.
9. In the resolution of disputes arising from Paragraph 5, the parties agree to select an Arbitrator in compliance with Article 32, Paragraph 436.

ARTICLE 2. NO DISCRIMINATION

10. **Discrimination Prohibited.** No employee or applicant for employment shall be discriminated against by AHS or the Union because of his/her political or religious opinions or affiliations or because of racial or national origin, sexual orientation and, to the extent prohibited by law, no employee shall be discriminated against because of age, sex, physical disability, mental or psychological disabilities. Nor shall there be any discriminatory harassment or disparate treatment in violation of any law.
11. **No Discrimination On Account Of Union Activity.** Consistent with the law, neither AHS nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Union activity.
12. **Whistleblowing/Retaliation.** AHS will comply with all applicable federal, state and local legislation that protects employees who disclose information concerning their employment or any aspect of the workplace.

ARTICLE 3 UNION COMMUNICATION/CONTACTS

Section 3.1 - Union Security

13. **Notice Of Recognized Union.** AHS shall give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employees unit and classification. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classifications of the units for which this Section is applicable provided the employee pays Union dues, a service fee or a charitable contribution.
14. **Agency Shop.** Except as provided otherwise in this Section, employees in representation units referred to in Article 1 hereof, shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be ninety-eight percent (98%) of Union dues and initiation fees (hereinafter collectively termed "service fee") of the Union representing the employee's classification and representation unit. Initiation fees shall not exceed a total of One Hundred Dollars (\$100.00).

15. **Implementation.** Any employee hired by AHS subject to this Memorandum of Understanding shall be provided with a notice advising that AHS has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to AHS Payroll. If the form is not completed properly and returned within five (5) working days, the Finance Department shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first (1st) pay period of employment except that initiation fees shall be deducted in up to four (4) equal installments in successive pay periods, beginning with the first (1st) pay period.
16. Membership in an SEIU local union other than the Union recognized for the employee's representation unit and classification is permissible but will not affect the employee's obligation to become and remain a member of the Union representing his/her unit and classification or to pay a service fee in lieu of such membership to such union.
17. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over union dues and service fees.
18. **C.O.P.E.** 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.
19. **Religious Exemption.** Any AHS employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the appropriate local union within fifteen (15) days of receipt by AHS. The Union shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by AHS. If challenged the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section charitable deduction means a contribution to the Women's Refuge, the Emergency Shelter program or the Emergency Food Bank Network.

20. **Exclusion Of Employees.** The Agency Shop provisions set forth in Paragraphs 14, 15, 16, and 19 herein shall not apply to persons occupying positions designated as management, supervisory or confidential. AHS may designate positions as confidential. Those positions designated as confidential upon implementation of this Section, as set forth in Appendix C of this Memorandum of Understanding, shall not be precedent setting for future designations of confidential positions. If any position designated confidential after the effective date of this Agency Shop provision is disputed by the Union, the matter shall be decided by an arbitrator.
21. **Financial Reports.** SEIU Local 1021 shall submit copies of the financial report required pursuant to the Labor-Management Reporting and Disclosure Act of 1959 to AHS once annually. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Section at the offices of the Union.
22. Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until said report is filed.
23. **Payroll Deductions And Payover.** AHS shall deduct Union dues or service fees and premiums for approved insurance programs from an employee's pay in conformity with State regulations. AHS shall promptly pay over to the designated payee all sums so deducted. AHS shall also periodically provide a list of all persons making charitable deductions pursuant to a religious exemption granted herein.
24. **Hold Harmless.** Unions shall indemnify and hold AHS, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall AHS be required to pay from its own funds, Union dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
25. **Suspension Of Agency Fees.** For the duration of any strike, sanctioned, called or supported by Union, AHS may suspend collection of Agency service fees without jeopardy to the employee.
26. **Waiver Of Election For Newly-Represented Employees And New Representation Units.** The accretion of classifications and/or employees to the representation units set forth in Article 1 of this Memorandum of Understanding shall not require an election herein for the application of this Agency Shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within Article 1 of this Memorandum of Understanding shall also not require an election herein for the application of this Agency Shop provision to such units.

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

27. **Bulletin Boards.** Reasonable space shall be allowed on bulletin boards as specified by Department Heads for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not on walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the AHS or its relations with AHS employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer

timely. Where a Department policy permits an employee to post materials in his/her workplace for personal convenience, union materials shall be treated on the same basis as other materials so posted.

28. **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.
29. **Job Contacts.** Any authorized representative of the Union shall have the right to contact individual employees working within the representation unit represented by his/her organization in AHS facilities during business hours on matters within the scope of representation, provided prior arrangements have been made for each such contact with the Department Head. The Department Head shall grant permission for such contact, if, in his/her judgment, it will not disrupt the business of the work unit involved. When contact on the work location is precluded by confidentiality of records or of work situation, health and safety of employees or the public, or by disturbance to others, the Department Head shall make other arrangements for a contact location removed from the work area during the same workday or the following workday.
30. **Meetings.** Meetings of a representative of a recognized employee organization and a group of employees shall not be permitted during working hours, except as provided herein or in Article 32, Grievance Procedure. The Department Head may, upon timely application, allow meetings of a representative and/or a steward of a recognized employee organization and a group of employees during the lunch period in AHS facilities. If conducting group orientation sessions for new employees, the Department Head shall permit a union representative or a steward to meet with said new employees for a period not to exceed 30 minutes. A steward who attends an orientation session shall be permitted release time for this purpose. Such time is deducted from the release time permitted to Shop Stewards in Article 4, Shop Stewards. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal employee organization business.
31. **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.
32. As used herein, departmental meetings shall not include meetings between management and affected employees on matters mutually acknowledged to be submitted under Article 32, Grievance Procedure.
33. **Data To Union.** AHS shall, upon request, supply the Union with data processing runs of the names, home and office addresses and classifications of all employees in represented units. Such service shall be supplied at no more than cost to AHS.
34. **Personnel Manual.** AHS agrees that if a personnel manual is developed, it shall provide at no charge to each SEIU local union, one copy of the personnel manual and any updates.

ARTICLE 4. SHOP STEWARDS

35. **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.
36. **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 his/her stewardship function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, or department policy or Memorandum of Understanding.
37. **Selection Of Stewards.** The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Department Head and Labor Relations in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Department Head and Labor Relations shall be advised in writing of the steward being replaced and the steward named to take his/her place. The number of stewards shall be mutually agreed upon and a list of stewards shall be submitted to each department concerned.
38. **Duties And Responsibilities Of Stewards.** The following functions are understood to constitute the complete duties and responsibilities of shop stewards.
39. **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.
40. **Attendance at Meetings.** Shop Steward functions shall also include attendance at meetings of the AHS Board of Trustees, AHS Human Resources Committee, Executive Committee or other mutually agreed upon meetings. Time for attendance at such meetings shall be deducted from the above stated release time for shop steward activities.
41. **One Steward Released to Conduct Investigation.** Only one shop steward shall be entitled to release time to conduct an investigation at any one time.

- 42. **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 his/her investigation of the facts and the general nature of the grievance. The shop steward shall report such time to his/her supervisor as shop steward leave for timekeeping purposes.
- 43. **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 and outside interested parties will not be contacted by stewards as part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing.
- 44. **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.
- 45. **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.
- 46. **Limitations Of Time Off.** Stewards shall not be permitted time off from their work assignment for the purpose of conducting general Union business.
- 47. **Shop Steward Signs.** Shop stewards may identify themselves by use of an appropriate sign or placard so long as the sign or placard is no larger than 4 inches by 12 inches.

ARTICLE 5. PATIENT CARE COMMITTEE

- 48. The Union and AHS agree to set up Patient Care Committees to improve patient care as well as communications and understanding between the parties. The scope of discussion includes but is not limited to:
 - Safety
 - Patient Flow
 - Standards of Practice- behavior
 - Staffing and skill mix
 - Acuity
 - Education
 - Scheduling issues
- 49. **Departmental Patient Care Committees.** The following areas will have one Departmental Patient Care Committee each:
 - i. The following are joint RN Unit and General Chapter Committees:
 - a. SNF-Rehab
 - b. JGPP/Outpatient Psych

- c. 9th Floor
- d. Med Surg- 5E and 7th floor
- e. ED and Trauma
- f. ICU, SDU
- g. OR, PACU, same day surgery
- h. Infusion/GI
- i. Ambulatory Care
 - i. K Building Clinics
 - ii. Eastmont
 - iii. Winton
 - iv. Newark

ii. The following are General Chapter Committees only:

- a. Respiratory Care Services
- b. EVS
- c. Radiology
- d. Patient Billing/Accounting/Registration/Admitting (HGH)
- e. Medical Social Services
- f. Food and Nutrition
- g. Clinical Lab
- h. Physical Therapy/Occupational Therapy/Speech Therapy/Audiology
- i. Central Supply
- j. HIM
- k. Pharmacy

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

- 50. **Center-wide Patient Care Committee.** A center-wide Patient Care Committee will consist of one representative (either from the RN Unit or the General Unit) from each of the committees listed above in paragraph 49.
- 51. **Frequency of Meetings.** It is the joint responsibility of both labor and management to schedule meetings. Departmental Patient Care Committees will meet once a month and the Center-wide Committee will meet quarterly. The parties may agree on other schedules for meetings.
- 52. **Agendas.** Each side will present the other with agenda items at least one week prior to the meeting; items that are not discussed will be carried over to the next meeting. It is expected that departmental representatives will report to the center-wide committee on departmental committee activities and discussions; they will also report back on the Center-wide discussions and activities at the departmental committee meetings.
- 53. AHS agrees assigning SEIU two seats on the Environment of Care Committee for members of the union's choice.

ARTICLE 6. QUALITY PATIENT CARE

- 54. The highest standards of quality patient care and patient service is the mutual goal of AHS and the Union.

55. It is understood that the staffing plan in any department can be modified as a result of factors including but not limited to changes in patient acuity, patient care or service delivery system, technology, departmental geography, 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. The staffing plan is the plan to determine core staffing needs of the unit or department and is distinct from other issues such as schedule changes. Nothing in this section shall supersede Article 28 of the MOU when there is a reduction in force.
56. AHS and the Union embrace a collaborative review and evaluation process between management and employees 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 employee input. In order to facilitate this approach information, including but not limited to the following shall be reviewed in the Patient Care Committees:
- Departmental Staffing Plan and relevant formula, if any
 - Patient Census Numbers
 - Compliance with California State Nurse Staffing Ratios
 - Agency usage records
 - Overtime work records
 - Patient satisfaction data
 - Employee satisfaction data
 - Employee 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

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

57. **Work Schedule and Change Of Shift.** AHS shall prepare a schedule showing the hours each bargaining unit employee is to work. A preliminary master schedule for each unit shall be posted in the unit a minimum of four to six weeks in advance depending on past practice, and available for review by all unit employees. Except under unforeseeable circumstances, AHS shall make every reasonable effort to assure that no employee shall have more than one change of shift in any workweek and that the employee shall be off duty no less than twelve (12) hours prior to working the new shift. Except in cases of emergency, employees at AHS shall be given ten (10) calendar days' notice of any change in shift schedule, program or service.

58. When any involuntary change in shift schedule is operationally required, AHS shall select the employee with the least seniority in the same work location, classification, and department, providing the employee possesses the skills and abilities to perform the work.
59. Except in cases of emergency or unforeseeable circumstances, employees who are reassigned to a different work location shall be given ten (10) calendar days' notice of any change in work location.
60. When any involuntary change in work location is operationally required, AHS shall select the employee with the least seniority in the same shift, classification, and department who is scheduled to work, providing the employee possesses the skills and abilities to perform the work.
61. **Workday And Workweek.** For full-time employees, the normal workday shall be eight (8) hours.
62. **Flexible Schedules.** AHS may continue current flexible workweek schedules and may agree to future requests from an individual or work group based on requests of employee(s) and operational needs. Elimination of a flexible work week shall not be subject to the grievance procedure. If the employer wishes to terminate an existing practice of flexible hours for more than one employee in a scheduling unit or group or implement a new flexible scheduling program, the Union will be notified. AHS will meet and confer upon request of the Union.
63. **Alternate Shift Assignments.** At the request of either party (AHS and SEIU), meetings can be scheduled to discuss alternate shift schedules. Any alternative schedule will require mutual agreement.
64. For each full-time employee, the normal workweek shall be forty (40) hours, except as otherwise provided in this agreement. Alternate ("flexible") work schedules (such as 4 10's or 9/80 schedules) may be established for individual employees, units, or departments through the meet and confer process.
65. For each part-time employee, the workday and/or workweek will be a proration of time scheduled to work to the normal workweek base of forty (40) hours.
66. For services-as-needed employees, the workweek is scheduled on an as needed basis with the workweek base being forty (40) hours.
67. **Hours of Work Defined.** For all non-supervisory employees, hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in AHS's work place, or in some other place where the employee is carrying out the duties of AHS.
68. **Rest Periods** No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any right to overtime be accrued for rest periods not taken. There is no obligation upon AHS to provide facilities for refreshments during the rest period, or for procurement thereof.
69. Each employee shall be granted a rest period of fifteen (15) minutes during each work period of more than three (3) hours duration; provided, however, that rest periods are not

scheduled during the first or last hour of such period of work nor are they to be taken in conjunction with lunch breaks.

70. **Employer Initiated Changes in Hours of Work.** Pursuant to Government Code Section 3500, the employer has the obligation to meet and confer with the Union regarding proposed changes to hours of work.
71. **Voluntary Reduction Of Work Period.** Upon mutual agreement of a full-time permanent employee covered by this Memorandum of Understanding and the Executive-in-Charge of the affected department such employee may elect to reduce work hours with an equal reduction in pay and paid benefits for periods of up to thirteen (13) pay periods as follows:
 72. An employee and the Executive-in-Charge of the affected department may agree that the employee shall work a part-time work schedule of 90%, 80%, 70%, 60%, or 50% in any biweekly pay period with a corresponding reduction in pay and paid benefits as set forth in paragraph 76.
 73. Employees working an approved reduced work schedule shall revert to full-time work status at the end of the agreed to period or, if the employee transfers, promotes, demotes, terminates or in any other way changes his/her status with AHS he/she shall be removed from the reduced work schedule.
 74. With ten (10) calendar days advance notice, the Executive-in-Charge of the affected department may unilaterally terminate an approved reduced work schedule in the event of an unanticipated staffing or fiscal emergency. The determination to terminate the approved reduction shall be final and non-grievable.
 75. Employees opting to reduce hours under this section, shall be deemed full-time employees for all purposes of this Memorandum provided that such employees shall be entitled to paid leave accruals and health and dental plan contributions on the same basis as part-time employees represented herein during such periods.
 76. 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.
77. **Voluntary Time Off.** An employee may request voluntary time off (“VTO”). VTO must be approved in advance and the granting of such VTO shall be within the sole discretion of AHS and its denial shall not be subject to the Grievance Procedure in Article 32. VTO shall not be granted if:
 - A. It is intended to be a substitute for sick leave;
 - B. The employee works elsewhere during the VTO;
 - C. The employee is within the probation period.
78. **Distribution of Additional Hours and/or Shifts.** Effective July 1, 2006, each department that finds it necessary to back fill positions shall maintain a seniority list for part-time employees, a seniority list for services-as-needed employees, and a seniority list for fulltime employees for the purpose of distributing additional hours as provided herein.

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

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

The shift differential rates shall be the applicable rates in Section 15.3 Paragraph 225.

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

89. Full time staff working on a recognized holiday will receive one and one-half (1½) times the straight time of the hourly rate for each hour worked. Additionally, they will receive twelve (12) hours banked holiday in lieu time, or by mutual agreement of the employee and the department head or designee may be compensated in cash pursuant to Article 10 Paragraphs 126 and 127. If the employee is observing the holiday as part of his/her seventy-two (72) hours, the value of the holiday will be twelve (12) hours. If an employee is not scheduled to work a holiday as part of his/her thirty-six (36) hours, the value of the holiday will be twelve (12) hours. If they are on paid status less than seventy-two (72) hours, the value of the holiday will be prorated.
90. Part-time participating staff will receive holidays prorated according to their regular schedule.
91. 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 and/or compensatory time.
92. Part-time participating staff will receive holidays prorated according to their regular schedule.
93. Bereavement and jury duty leaves are available to staff in twelve (12) hour shift positions on the same basis as regular eight (8) hour staff. Participating staff will be entitled to three (3) twelve (12) hour shifts for bereavement leave as substitution for the five (5) days allowable in the current MOU.
94. 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.
95. **Ten Hour Schedules.** Utilization of ten (10) hour shifts for eligible employees shall be at the discretion of the CNE/Department Manager or Designee. Represented members working a ten hour shift schedule as of the signing of this 2009 MOU will remain in that schedule subject to the provisions below:
- A. **General Provisions.** The ten (10) hour position will be filled according to seniority in the unit and will be strictly voluntary, creating an integrated eight (8) and ten (10) hour schedule.
- Employees participating in the ten (10) hour shift program will commit themselves to working four (4) ten (10) hour shifts on a continuing basis. If the employee chooses to cease working a ten (10) hour shift, he/she must provide written notice to the manager. The manager will make a reasonable effort to accommodate the employee and return the employee to an eight (8) hour schedule. In the event the Manager is unable to return the employee to an eight (8) hour shift, the employee may request a transfer to a vacant position pursuant to Article 27, Paragraph 370.
- B. **Holidays for Ten Hour Shifts.**
- Full time staff working on a recognized holiday will receive one and one-half (1½) times the straight time of the hourly rate for each hour worked. Additionally, they will receive ten (10) hours banked holiday in lieu time, or by mutual agreement of the employee and the

CNE/Department Manager or Designee may be compensated in cash pursuant to Article 10 Paragraphs 126 and 127. If the employee is observing the holiday as part of his/her four (4) ten (10) hour shifts, the value of the holiday will be ten (10) hours. If an employee is not scheduled to work a holiday as part of his/her four (4) ten (10) hour shifts, the value of the holiday will be ten (10) hours. If they are on paid status less than eighty (80) hours, the value of the holiday will be prorated.

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

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

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

ARTICLE 8. LOW CENSUS PROCEDURE

- 96. 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 eligible employees an education day in order to complete CEUs or other educational requirements pursuant to Article 14 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 PTO time if accrued and available;

F. Float employees within department provided the employee has the skill and ability to perform the work assigned.

G. If an employee declines to float, then the employee shall be considered to have opted to voluntarily be canceled pursuant to 'E' above.

97. 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 9. LEAVES OF ABSENCE

98. **Leave May Not Exceed Nine Months.** A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave, but shall not be longer than nine months, except as hereinafter provided.

99. **No Leave To Accept Outside Employment.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of AHS, except as hereinafter provided.

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

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

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

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

104. During the period specified in Paragraph 99 above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.

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

106. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.
107. Consistent with the law, an employee's seniority shall continue to accrue during periods spent on military leave.
108. **Leave For Assignment To Special Project.** An AHS employee who is assigned to a special project, including temporary appointments to another governmental agency or institution, may be granted a leave of absence without pay by the Department Head for the duration of said employee's assignment to the special project.
109. **Disability Leave For Other Employment.** Anything in this Memorandum of Understanding to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties for AHS but who is nevertheless capable of performing other work or duties for an employer other than AHS may, within the discretion of the Department Head, be granted a leave of absence without pay during such disability to accept such employment.
110. **Personal Disability Leave.** After six months from date of employment, an employee shall be entitled to leaves of absence without pay for not more than two (2) periods aggregating to no more than ninety (90) calendar days within a twelve (12) month period upon presentation of acceptable proof of his/her personal disability. Before such leave, the employee must have used all accrued vacation, paid sick leave or compensatory time, unless the employee is receiving accrued vacation, paid sick leave or compensatory time as a supplement to disability insurance benefits under Section 18.2 of this Memorandum, in which event, the employee shall be entitled to personal disability leave. But the employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two (2) times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employee and the Department Head.
111. The Department Head may require acceptable proof of the employee's ability to return to work provided that the Department Head shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Department Head shall immediately notify the employee in writing of existing deficiencies in the submitted proof.
112. **Maternity Leave.** Pregnant employees shall furnish their Department Heads, no later than the fourth (4th) month of pregnancy, a statement of the attending physician that indicates the estimated date of delivery. A pregnant employee is entitled to a maternity leave of up to six (6) months, the dates of which are to be mutually agreed by the employee and Department Head, provided that the employee is required to take maternity leave two (2) weeks prior to the estimated date of delivery and continuing for two (2) weeks following the actual delivery, unless the employee's physician submits written approval, satisfactory to the Department Head, for the employee to work during such period. Such an employee may elect to take accrued vacation or compensatory time or sick leave during the period of maternity leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted

only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the maternity leave. The employee shall be entitled to PTO and extended sick leave with pay accumulated pursuant to Article 11 of this Memorandum of Understanding.

113. **Paternity And Adoptive Leave.** A prospective father or adoptive parent is entitled to paternity or adoptive leave of up to six (6) consecutive months, the dates of which are to be mutually agreed by the employee and the Department Head. Such an employee may elect to take accrued vacation or compensating time off during the period of paternity/adoptive leave except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for paternity/adoptive leave. The use of extended sick leave during paternity/adoptive leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in Article 11, Paragraph 162.
114. **Leave For Participating In Examination Process.** Upon forty-eight (48) hours advance notice by the employee to his/her supervisor, an employee shall be granted time off while participating in an Alameda County examination which is scheduled during the employee's working hours, including sufficient time to permit the employee to travel between the work place and the testing site. At their election, employees may use accrued time (vacation, float holidays) or unpaid time. Examinations for jurisdictions other than the County of Alameda are exempted from this provision.
115. **Leave For Participating In The Selection Or Transfer Process.** Upon twenty-four (24) hours advance notice by the employee to his/her supervisor, an employee who wishes to participate in an interview as part of an interdepartmental transfer within AHS shall be granted paid leave while participating in the interview scheduled during the employee's work hours, including sufficient time to travel between the workplace and the interview site. This provision shall apply until January 10, 2002 to employees who were employed by the County of Alameda on January 9, 1999, who have reinstatement rights with the County, and who are interviewing for a County position pursuant to such rights.
116. **Leave For Employment With The Union.** Upon written certification from the Union and the agreement of the Department Head, three (3) employees at any one time, provided there is no more than one (1) employee from any one (1) classification or scheduling unit at any one time, who are subject to this Memorandum of Understanding shall be granted a leave of absence without pay for a period of up to six (6) months in a twelve (12) month period to work for Local 1021. At the end of such leave the employee shall be returned to his/her same classification and Department.
117. **Return To Duty.** Except as otherwise required by law, an employee who returns to duty in compliance with an authorized leave of absence not exceeding ninety (90) days shall be returned to the position he/she occupied at the time he/she went out on the leave, provided the position still exists. If the employee returns beyond the ninety (90) day period, AHS shall make its best effort to return the employee to the same geographical location, shift and, where there is a specialization within a classification, to the same specialization. Questions as to whether or not AHS has used best efforts shall not be grievable.

ARTICLE 10. HOLIDAYS

118. **Holidays Defined** Paid Holidays shall be:
- January 1 - New Year's Day
 - Third Monday in January - Dr. Martin Luther King, Jr. Birthday
 - Third Monday in February – Presidents' Day
 - Last Monday in May - Memorial Day
 - July 4 -Independence Day
 - First Monday in September - Labor Day
 - November 11 - Veterans' Day
 - Fourth Thursday in November – Thanksgiving
 - Day After Thanksgiving
 - December 25 – Christmas
119. All other days appointed by the President of the United States or the Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by the Board of Trustees.
120. Two (2) floating holidays are to be scheduled by mutual agreement of the employee and his/her Department Head and taken within the fiscal year. When a written request for a floating holiday is submitted, the Department Head shall respond in writing within fourteen (14) calendar days or shall schedule the floating holidays as requested by the employee. Employees hired on or after April 1 of any fiscal year are not eligible to receive the floating holidays in that fiscal year. Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work.
121. Services-as-Needed employees are not entitled to the holiday benefit as set forth in Paragraphs 118, 119, and 120 above.
122. **“Holiday Shift” Defined** - When an assigned shift overlaps two (2) calendar days, a “holiday shift” occurs when the majority of work, excluding overtime, is performed or scheduled on the holiday.
123. **Value Of A Holiday.** The value of a holiday which falls during a pay period is 1/10th of an employee's time spent in paid status during such pay period, excluding overtime. The maximum value of a holiday is eight (8) hours for a classification normally scheduled to work eighty (80) hours per pay period and eight (8) hours per days. The maximum value for an employee scheduled to work ten (10) hours a day is ten (10) hours pursuant to paragraph

86 and the maximum value of a holiday for an employee scheduled to work twelve (12) hours a day is twelve (12) hours pursuant to Paragraph 82.

124. **Holidays To Be Observed On Work Days.** In the event that January 1st; July 4th; November 11th, known as “Veterans Day”; or December 25th shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by the Board of Trustees, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

125. Notwithstanding the observance of holidays specified in Paragraph 124 herein, and including the provisions of this section, when December 25th, January 1st or July 4th occur in the calendar year on a Saturday or Sunday and a weekend worker is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25th, the New Year’s holiday on January 1st and July 4th on the actual day.

126. **Holiday Compensation.** For Full-Time Employees:

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

In the event that any employee, by virtue of having worked a holiday, as defined in this section, should work longer than the normal workweek as set forth in Article 7 of this Memorandum, said employee shall be compensated as provided in Article 16 Overtime hereof.

127. **For Part-time Employees**

- A. For part-time employees, the compensation for holidays not worked shall be at straight time, prorated each pay period in which a holiday occurs, based upon a proration of the hours which would have been worked within the pay period, but for the holiday, to the normal full-time period for the job classification.
- B. Such an employee may, in writing, with a minimum of seven (7) calendar days notice to his/her Department Head elect to use accrued vacation and/or compensatory time off to replace a decrease experienced in the employee’s regular biweekly salary due to a prorated holiday.
- C. Less than full time employees shall be compensated for hours worked on holidays defined herein at one and one-half (1½) times the normal hourly rate.

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

Services-as-needed employees shall be compensated only for hours worked on holidays as defined in this section at one and one-half (1½) times the normal hourly rate.

129. **In-Lieu Day Off**

- A. When a holiday as set forth in Paragraph 118 hereof, other than a day proclaimed by the President of the United States or the Governor of the State of California as a nationwide

or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by the Board of Trustees, falls on an employee's regularly scheduled day off, such employee may be given an in-lieu day off (a less than full-time employee will receive a prorated in-lieu day off) within twenty-six (26) pay periods to be scheduled by mutual agreement of the employee and the Department, or the Department Head may compensate the employee in straight time including applicable differentials. Should an in-lieu day off not be taken within twenty-six (26) pay periods, the employee shall be compensated in straight time including applicable differentials.

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

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

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

ARTICLE 11. PTO AND EXTENDED SICK LEAVE

Section 11.1. Paid Time Off (PTO) Leave

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

133. Services-As-Needed employees working in classifications which are enumerated in Appendix B are excluded from the provisions of Article 11.

134. AHS employees shall accrue Paid Time Off as specified below. An employee who is regularly scheduled to work less than the regular workweek for the job classification shall accrue PTO leave accordingly. PTO accrual shall be prorated each pay period based upon a proration of the regular hours paid within that pay period to the regular full-time pay period for the job classification.

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

0 years up to 1 year of service	.769 days (6.15 hours) per pay period (20 days per year)
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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)

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

137. **Cash Payment In Lieu Of PTO Leave.**

- A. **Upon Separation from Employment.** An employee who accrues PTO leave pursuant to Paragraph 122 and who leaves AHS service for any reason shall be paid at the hourly rate for unused PTO accrued to the date of his/her separation.
- B. **PTO Cap.** Employees shall have the primary responsibility to schedule and take sufficient PTO leave to avoid reaching the PTO cap specified below. AHS shall make every reasonable effort to accommodate written PTO leave requests submitted by employees which state that the purpose of such requests is to avoid reaching the PTO accrual cap.

138. **Limitation on Unused Paid Time Off Leave Balances.**

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

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

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

140. Employees will not be permitted to accrue Paid Time Off over the cap. The Managers shall make a reasonable effort to accommodate written leave requests submitted by employees

which state that the purpose of such a request is to reduce accrued Paid Time Off leave balances to avoid a downward adjustment.

141. **PTO Sell Back:** Employees may elect to convert to cash up to one half their annual accrual of PTO per fiscal year.
142. **Maximum PTO Leave.** An employee shall be allowed to take one and one half times his/her annual PTO accrual during any calendar year, provided that he/she has accumulated sufficient unused PTO leave.
143. **Effect Of Leave Without Pay On PTO Credit.** No PTO credit shall be earned during the period when an employee is absent on leave without pay.
144. **Effect Of Absence On Continuous Service.** Absence on authorized leave with or without pay, time during which a person is displaced, and time during which a person is temporarily not employed by AHS, if followed by reemployment within two (2) years, shall not be considered as an interruption of continuous service for the purpose of this section, but the period of time such employee is absent on authorized leave without pay is displaced or is temporarily not employed shall not be counted in computing such years of continuous employment for the purpose of this section.
145. **When PTO Leave May Be Taken.** Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the PTO leave.
146. **PTO Seniority.** An employee's seniority for PTO seniority purposes begins once he/she enters a PTO scheduling unit within his/her classification. Should an employee change his/her scheduling unit and/or classification, the seniority accrued for PTO purposes starts over. If the employee is involuntarily transferred to a different PTO scheduling unit, he or she will retain his/her seniority for PTO scheduling purposes. Promotion within a flexible staffed position for purposes of PTO seniority will not be considered a change in classification.
147. **Scheduling for Full-Time and Part-Time Employees.** For purposes of this section, part-time shall be defined as any employee who works less than the full-time workweek and at least sixteen (16) or more hours per week.
148. The department manager/designee shall post seniority lists; scheduling requirements specific to the scheduling unit; and blank calendars for employees to submit three choices. This posting shall take place in January for a four (4) week period. Employees can list three choices of PTO segments. Each employee, in order of seniority, shall be granted one of the three PTO requests until everyone in the unit has been scheduled for one PTO segment. Then the process repeats itself.
149. The department manager/designee shall approve such choices on the basis of employee seniority as set forth in Paragraph 146 hereof within four (4) weeks of the conclusion of the four (4) week posting period.
150. PTO requests may be submitted after the posted PTO process, and such requests shall be approved on a first come, first serve basis. When written submission of a PTO request is required pursuant to this paragraph, the Department Head or designee shall respond within

ten (10) calendar days in writing or shall schedule the PTO requested by the employee. Approval will be contingent upon staffing needs as determined by the manager and will not be disapproved solely based on when the request was submitted. It is understood that the earlier a request for time off is submitted, the more likely it is that it can be approved.

151. **PTO Leave Segments:** The Department Manager or designee, at his/her discretion, may grant an employee additional segments of PTO increments of less than one shift provided such request is submitted in advance.
152. **Personal Emergency Leave.** An employee shall be allowed two (2) days in any calendar year from his/her regular PTO allowance for unexpected, unplanned emergency situations. Such personal emergency leave shall be in segments of four (4) hours or more unless the parties agree to allow the employee to report to work earlier than the four hour period. Personal Emergency Leave shall not be counted as an occurrence for attendance purposes.
153. **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.
154. **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 spouse or domestic partner (upon submission of an affidavit as defined in Appendix E) per each event of maternity, paternity and adoption.
155. **Emergency Paid Time Off Leave Defined.** As used in this section, "Emergency Paid Time Off" means non pre-approved leave of absence of an employee because of any of the following: (i) an emergency illness or injury which renders him/her incapable of performing his/her work or duties for AHS; (ii) a personal emergency that requires an absence from work (see paragraph 152); and (iii), as defined in Paragraph 162, 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.
156. There shall be no seasonal ban on PTO scheduling for employees covered by this MOU.
157. **Routine Medical or Dental Appointments.** Routine medical or dental appointments of the employee or the employee's family as defined in Paragraph 162 are a legitimate use of PTO, and employees should be encouraged to have periodic medical examinations to maintain their and their family's health. Except in an emergency, employees who wish to use PTO for routine medical/dental appointments or for acquiring or repairing durable medical equipment shall.
 - A. Schedule such appointments in advance;
 - B. Whenever possible, schedule such appointments at the beginning or end of the shift;
 - C. Provide his/her supervisor with advance notice.
158. Any employee who is scheduled to work on a holiday but is unable to work due to illness or injury will receive holiday pay at straight time for the hours that were scheduled. Time will

not be deducted from the employee's PTO balances. (This does not apply to disability which has been approved as industrial sick leave. Industrial sick leave provisions apply to holidays – scheduled but not worked – as though they were any work day.)

159. **Emergency Paid Time Off Review.** No employee shall be placed on Emergency Paid Time Off review unless he/she has first received an oral warning that his/her individual attendance record requires improvement, followed by a written confirmation. The evaluation of an employee's attendance shall not be based on absences covered by Workers' Compensation, FMLA or other legally prohibited bases. Upon request, an employee shall be given a profile documenting his/her attendance record. If an employee is placed on Emergency Paid Time Off review, he/she is to be provided with a written statement explaining the reason and the length of time his/her attendance is to be monitored.
160. **Medical Report.** The Department Head, as a condition of granting Emergency PTO with pay, may require medical evidence of sickness or injury in the form of a statement from an employee's physician or other medical provider acceptable to the department when the employee is absent for more than three (3) consecutive working days or when the department head determines within his/her discretion that there are indications of excessive use of Emergency PTO leave or Emergency PTO leave abuse.
161. 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.
162. **Use of Paid Time Off for Sick Family Members.** Emergency Leave — Sickness in Immediate Family. A leave of absence with pay because of sickness or injury in the immediate family of a person in AHS service shall be granted by the Department Head for up to ten (10) days per calendar year to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments but not to exceed the amount of time which the person would be authorized for Paid Time Off in Paragraph 135. Time taken for leave of absence under the provisions of this Paragraph shall be deducted from the PTO leave allowable for such person. For the purpose of this Paragraph, "immediate family" means, mother, stepmother, father, stepfather, husband, wife, domestic partner (as defined in Appendix E), 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.

Section 11.2. Extended Sick Leave and Industrial Sick Leave Supplement

163. **Extended Sick Leave**
 - A. Each employee will accrue 4 days (1.231 hours per pay period) extended sick leave per year. This is in addition to PTO hours.
 - B. Extended sick leave may be used for periods of illness of the employee or a family member as defined above that exceed one (1) week worth of core scheduled shifts. The first one (1) weeks of such an illness will be covered by PTO.

C. Employees on approved Workers Compensation leaves for the first three days and FMLA may use extended sick leave from the first day out. This does not apply to intermittent FMLA. If the employee is admitted to the hospital for one or more days during that first week, that employee may use ESL from the first day the employee is out. Also, if an employee undergoes surgery that requires him/her to be off work three or more days, ESL may be used commencing the first day of absence. If the employee becomes ill or injured within five (5) calendar days of having used Extended Leave, for the same illness/injury/condition that originally caused the employee to use ESL as established by medical documentation, FMLA or workers compensation paperwork, then ESL may be used commencing the first day of absence.

164. **Days Or Fractions Of Days.** 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 sick leave.

165. **Transition**

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

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

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

168. **Part-time Employees.** Paragraph 167 above applies to part-time employees, but shall be on a prorated basis.

169. **On the Job Assault.** In the event that the employee is injured as a result of assault on the employee's person, the industrial supplemental pay period shall not exceed one (1) calendar year from the date of injury. Assault shall be defined as a physical attack upon the person of the employee that results in the actual physical injury to the body of the employee. The injury must be certified by a medical professional after a physical examination of the employee.

170. **When Payments Shall be Denied.** Payments shall not be made pursuant to Paragraph 167 to an employee:
- A. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law;
 - B. Whose injury or illness has become permanent, and stationary;
 - C. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation;
 - D. Who is retired on permanent disability and/or disability retirement pension;
 - E. Who unreasonably refuses to accept other AHS employment for which he/she is not substantially disabled;
 - F. Whose injury or illness is the result of failure to observe AHS health or safety regulations or the commission of a criminal offense;
 - G. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and,
171. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving Workers' Compensation temporary disability benefits and supplementing such payments with accrued paid leave or Workers Compensation Supplemental Leave shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
172. **Leave for Medical Treatment.** Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions:
- A. Treatments are being paid under Workers' Compensation;
 - B. The therapy diagnostic tests or treatment falls within the employee's normal working hours;
 - C. The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. Such leave shall be granted for up to six (6) months following date of injury or original return to work date whichever is later but shall not be granted once an employee has been declared permanent and stationary. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

173. **Services-As-Needed:** Employees in classes designated Services-As-Needed or by the letter N who are absent from work due to an industrial injury or illness, who had been receiving health and dental benefits, and who would otherwise have worked and continued to 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 Section 17.1. Employees hired in SAN classifications after July 1, 2005 shall not be eligible for Supplemental Worker's Compensation benefits.
174. **Modified Duty Program.** AHS will exercise its best efforts to provide an assignment to workers with temporary injuries who are capable of performing modified duties for a period of up to ninety (90) days. If the employee's condition is improving per the employee's workers compensation doctor and is able to demonstrate that improvement relative to the expectations of the usual job duties, the modified duty shall be extended up to an additional ninety (90) days.
175. **Modification to Worker's Compensation System:** AHS agrees to meet with the Union to investigate and evaluate the following:
- A. Establishment of a Worker's Compensation Carve Out plan pursuant to SB 899;
 - B. Establishment of an Alternate Dispute Resolution process;
 - C. Establishment of a comprehensive Return to Work Policy;
 - D. Establishment of Joint Safety Committees at all facilities; and
 - E. Joint development of a Safety Plan for all facilities.

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

Section 11.3. Catastrophic Sick Leave Program

176. An employee may be eligible to receive donations of paid leave to be included in the employee's PTO or extended sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work and if he/she has passed the probation period. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, or a long term major physical impairment or disability.
177. **Eligibility:**
- A. The recipient employee, the family of the recipient employee, or other person designated in writing by the recipient employee must submit a request to the AHS Human Resources Department.
 - B. The recipient employee is not eligible so long as he/she has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.

- C. A medical verification including diagnosis and prognosis must be provided by recipient employee.
- D. A recipient employee is eligible to receive up to one hundred eighty (180) working days of donated time per employment.
- E. Donations shall be made in full day increments for full-time employees, and in increments equal to half a full-time shift for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable. (Employees with PTO balances that exceed the amount that can be paid off, may donate unlimited amounts of PTO to an AHS catastrophic sick leave pool).
- F. The donor employee may donate PTO, compensatory time or in lieu holiday time which shall be converted to recipient employee's extended sick leave balance and all extended sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- G. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's extended sick leave balance on a dollar-for-dollar basis.
- H. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's extended sick leave balance.
- I. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at AHS's sole discretion and shall be final and non-grievable.
- J. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

ARTICLE 12. BEREAVEMENT LEAVE

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

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

180. **Compensation.** Compensation for any employee regularly scheduled to work less than the regular work week shall be prorated within a pay period in which leave is granted, based upon a proration of the hours which would have been worked during the pay period but for the leave to the regular full-time pay period for the job classification.
181. **Afternoon/Evening, Saturday/Sunday Schedules.** Any employee assigned an afternoon or evening shift shall be entitled to equal time off as leave with pay from his/her 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, he/she is expected to work his/her next shift. If the response from the Jury Pool is to call back or report later in the day, the employee must contact his/her supervisor to work out and/or switch his/her time such that the employee only gets one shift off for each day of jury duty.
182. Any employee who is regularly assigned to a schedule which includes working Saturday and Sunday, who serves on jury duty on his/her entire two (2) scheduled days off during the previous Monday through Friday, shall be allowed the option to contact his/her supervisor and schedule his/her next regular work day as vacation or compensatory time.
183. **Travel Time.** Sufficient paid leave shall be granted to permit an employee to travel between the work place and the court, while serving on jury duty or in answer to a subpoena as a witness.
184. **Reporting To Work If Excused.** When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half ($\frac{1}{2}$) his/her regularly scheduled shift, the employee shall report to duty and jury duty pay under this section shall be reduced accordingly. If the employee fails to report as set forth herein, he/she shall be docked for the balance of the day.
185. **Standby Jury Duty.** Employees shall apply for standby jury duty if the court permits this option. An employee whose work assignment precludes participation in the standby jury duty shall be exempted from this requirement, provided that AHS may adjust an employee's work assignment to permit the employee to apply for standby duty.
186. **Witnesses.** Employees who are subpoenaed to be a witness on behalf of AHS in a civil or criminal trial shall receive paid release time for such service based on their regular schedule.
187. **Fees Payable To AHS.** Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be made payable to AHS.

ARTICLE 14. EDUCATIONAL STIPENDS, LEAVE AND CONTINUING EDUCATION

Section 14.1 Educational Leaves and Time Off

188. **Unpaid Educational Leave.** A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one (1) year.

189. **Paid Educational Leave** (“Education Leave”)

190. **Eligibility.** Employees in the following classifications who are regular full-time or part-time with more than three (3) months of continuous service are eligible for paid educational leave.

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

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

191. AHS will meet with the Union once a year in January to discuss the inclusion of additional classifications or to increase hours for classifications above, provided such classifications are mandated by State law or regulation to complete a continuing education requirement to maintain licensure or certification.

192. In addition, AHS and SEIU will also meet to consider providing educational leave for additional classifications or to add educational leave hours to above classifications for career development opportunities to encourage AHS employees to promote to higher classifications within their job series.

193. Such annual additions, if any, shall be by mutual agreement.

194. During the term of this Agreement, employees within the Nutrition Assistant classification shall be entitled to utilize up to forty (40) hours of education leave for the purposes of obtaining certification as a Dietetic Technician.
195. **Amount of Education Leave.** Eligible employees shall receive up to forty (40) hours of Education Leave over a two (2) fiscal year period, prorated for part-time employees. Payment for such Education Leave shall be at the employee's straight time hourly rate. AHS may substitute on an hour-for-hour basis accredited mandated training offered by AHS.
196. **Approval.** AHS will consider applications for Education Leave provided:
- A. The courses, workshops or seminars relate to the employee's profession or certification in an area of practice within AHS and there is a direct benefit to the employee in maintaining or improving his/her skills in his/her current position; and
 - B. The employee provides a copy of the continuing education certificate, or verification of attendance for such courses, workshops or seminars prior to payment for Education Leave; and
 - C. Such Education Leave does not unreasonably interfere with staffing requirements or patient care; and
 - D. A written request is received at least four (4) weeks prior to the commencement of the class for which the Education Leave is to be taken.
197. **Home Study.** An employee may elect to utilize any or of their Education Leave allotment for the purpose of home study. The home study course must meet the following and all other criteria established for paid Education Leave.
- A. All home study must be approved prior to starting the course.
 - B. The course announcement must accompany the request for approval.
 - C. Employees will receive payment for Education Leave upon presentation of proof of completion of a course.
 - D. For calculation of time, one (1) continuing education contact hour will be equal to one (1) hour of Education Leave.
 - E. Home study time will not be counted for overtime purposes.
198. **AHS Required Course.** If AHS requires an employee to attend an educational training program or inservice, the employee shall be paid at his/her straight time hourly rate for the period of his/her attendance with a minimum of one (1) hour's pay. Such time shall be counted as work-time for the purposes of overtime computation only.
199. Attendance at programs under paragraph 195 shall not be charged against an employee's annual Education Leave.

200. **Leave For Participating In A Literacy Program.** Any employee accepted into a workplace literacy program as a learner or a participant shall be permitted up to twenty-five (25) hours in a twelve (12) month period of paid educational leave with pay to the extent that such courses of instruction are provided during the employee's on-duty hours.
201. **Training and Certification For Blood Drawing.** Should a department within the AHS elect to assign an employee the task of drawing blood, AHS will provide training and certification to the assigned employee if she/he is not currently certified to draw blood. Such training will be provided on AHS time. If such assignment is not part of the employee's job specification, the Union and AHS will meet and confer regarding the job specification prior to the assignment.
202. **PM And Night Shift Employees.** When AHS requires an employee to attend a class of four (4) hours or more, 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.

Section 14.2 Educational Stipends and Continuing Education

203. Upon the approval of the Department Head of any plan submitted by an 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 within the employee's current discipline at AHS, AHS shall pay approved educational expenses up to \$750 per employee per fiscal year. More than one educational plan may be approved in any fiscal year, but in no event shall the stipend exceed \$750 per employee per fiscal year. The maximum AHS liability under this section shall not exceed \$180,000 in any fiscal year except as herein provided. AHS agrees to carry over from fiscal year to fiscal year any unexpended funds from this provision, not to exceed a maximum of \$20,000. Employees shall receive such stipends on a first come-first served basis each fiscal year. Individual receipts under \$100 shall be submitted once a quarter and individual receipts \$100 and over shall be submitted once a month. AHS will prescribe the due dates for the submission of receipts.
204. The employer hereby agrees to contribute .22% (twenty two hundredths of one percent) of the collective bargaining unit's annual payroll, in each year of the Agreement, to the SEIU United Healthcare Workers West and Joint Employer Education Fund starting April 1, 2012. Said contribution payments for the first year shall be payable no later than February 28, 2012 and each February 28th thereafter, and shall be based on the W-2's for the prior year. In the event that the employer initially joins the Education Trust Fund after the February 28th due date for the current year, a pro rata contribution of the annual contribution of .22% for the remaining portion of the current calendar year will be paid. Upon said payment, covered employees will be eligible for benefits during the current calendar year. The employer further agrees to be bound by the term of the Trust Agreement, the Plan Document, and the rules and regulations adopted by the Trustees of the Fund.

ARTICLE 15. PAY PRACTICE

Section 15.1 Wages

- 205. All represented titles are separated into three groups (see Appendix A). Group 1 are all licensed and degreed titles; Group 2 are all licensed paraprofessionals; and Group 3 are all unlicensed support staff.
- 206. Effective pay period 14 of 2014, SAN employees will be paid at least 6% over step 3 (Step 8 for the Clinical Lab Scientist series) of each affected comparable title for Group 1; 5% over Step 3 for Group 2; and 5% over Step 3 for Group 3. These percentage differences apply to both current and future titles that have SANs.
- 207. The across the board increases below are to be applied to each title in the bargaining unit.

Pay Period 14 of 2014	Pay Period 14 of 2015	Pay Period 14 of 2016
2.25%	3%	3%

- 208. Effective pay period 14 of 2012, if employees in the titles Surgical Techs, Dietetic Technicians Registered, and Certified ED Techs are or become registered and/or certified, they will receive an extra \$1 an hour as a footnote.
- 209. Effective pay period 14 of 2012, LVN IV Certified will make at least \$1 an hour over the base hourly rate for Licensed Vocational Nurse.
- 210. Any Respiratory Care Practitioner who becomes registered through the National Board for Respiratory Care will be automatically moved to Registered Respiratory Therapist upon evidence and verification of such registration.
- 211. Starting July 1, 2013, if an employee was laid off, was subject to a mandatory bid and ended up going from an 8 hour shift position to a 12 hour shift position, that employee will receive a 2.5% increase effective Pay Period 14 of 2014. Employees in 12 hour titles who are grandfathered will keep the grandfathered higher rate if promoted or transferred after the effective date of the contract.
- 212. If an employee is at the top step and has at least 20 years of service based on the Lawson seniority date, he/she will move to a 2% longevity step effective PP 14 of 2014. This program will continue for the duration of the contract period.
- 213. A one-time market increase will be given to the titles below effective Pay Period 14 of 2014:

Title	Increase
Clinical Lab Scientist I	3%
Clinical Psychologist	4%
Electroencephalograph Tech II	3%

Occupational Therapist I	4%
Physical Therapist I	4%
Psychiatric Social Worker II	1%
Radiology Technologist I	3%
Radiology Technologist II	3%
Radiology Technologist III	3%
Radiology Technologist IV	3%
Regist Respiratory Therapist	4%
Sonographer I	4%
Speech Pathologist I	4%

Section 15.2. Wage Scale Progression

214. **Step Placement And Increases.** Except as herein otherwise provided, where compensation is designated by a schedule of steps, the rate of compensation shall be at the rate designated under the first (1st) step. After an employee completes the equivalent of thirteen (13) biweekly payroll periods of continuous full-time service in the same classification at the first (1st) or second (2nd) step, he/she shall advance to the next step. After he/she has completed the equivalent of twenty-six (26) biweekly payroll periods of continuous service in the same classification at the third (3rd) or fourth (4th) step, he/she shall advance to the next step. For classifications with 6 steps in Group 3, excluding Eligibility Clerks, effective after pay period 14 of 2012, those employees on step five shall advance to step 6 upon completion of the equivalent of fifty-two (52) pay periods. Eligibility clerks shall move from Step 5 to Step 6 after pay period 14 of 2012 after the equivalent of one hundred and four (104) pay periods and from Step 6 to Step 7 after the equivalent of fifty-two (52) pay periods.
215. In classifications with seven (7) salary steps, progression shall be as follows: after an employee completes the equivalent of one hundred four (104) full-time biweekly pay periods of continuous service in the same classification at the fifth (5th) step, he/she shall advance to the next step; after an employee completes the equivalent of fifty-two (52) full-time biweekly pay periods of continuous service in the same classification at the sixth (6th) step, he/she shall advance to the next step.
216. In classifications with nine (9) salary steps, progression shall be as follows: after an employee completes the equivalent of one hundred fifty-six (156) full-time biweekly pay periods of continuous service in the same classification at the seventh (7th) step, he/she shall advance to the next step; after an employee completes the equivalent of one hundred thirty (130) full-time biweekly pay periods of continuous service in the same classification at the eighth (8th) step, he/she shall advance to the next step.
217. **Date Of Step Increases.** The effective date of a step increase shall always be the first (1st) day of a biweekly pay period. If the employee completes the hours stated in Paragraphs 214, 215 or 216, during the first five (5) calendar days of a pay period, excluding holidays, the advancement shall be effective on the first (1st) day of that pay period; otherwise, the anniversary date shall be the first (1st) day of the succeeding biweekly pay period.

218. **Appointment Above The First Step.** Where a classification step schedule begins at step two (2), three (3), or four (4), a newly hired employee shall be placed at the lowest step of that schedule after which further increments shall occur as set forth in Paragraphs 214, 215 or 216. An initial placement on the wage scale for a professional, technical or administrative classification may be made at any step, provided the request has been authorized by the AHS Human Resources Department.
219. **No Reduction In Pay.** Except as specifically provided for, there shall be no reduction in pay as a result of this MOU.
220. **Pay for Transfers/Promotions.** An employee who transfers to a classification with the same compensation rate shall be placed in a step rate that will not result in a reduction in pay, and thereafter shall advance in the schedule in accordance with Paragraphs 214, 215 or 216.
221. An employee who transfers to a classification with a lower compensation rate shall be credited with his/her service in the previous position compensation rate and thereafter shall advance in the schedule in accordance with Paragraphs 214, 215 or 216.
222. An employee who is promoted to a classification with a higher compensation rate shall be placed at the step which is at least three percent (3%) above the rate he/she was receiving in the lower level classification; provided, however, that if the resultant increase in compensation is less than five percent (5%), the length of time required to be served in the new salary step as provided in Paragraphs 214, 215 or 216, shall be reduced by one-half (½). Thereafter, the employee shall advance in the schedule in accordance with Paragraphs 214, 215 or 216.
223. **Effect Of Absences On Wage Increments.** For the purposes of advancing in the step schedule the following shall not be considered absences and the employee shall be credited with the periods of time based on his/her regular schedule:
- A. Absence on authorized leave with pay and absence on military leave;
 - B. Any absence within the first two (2) biweekly pay periods of service which would have been compensated for had it not fallen within such period.

Section 15.3 Premium Conditions

224. **Split Shift.** Except as provided otherwise in paragraph 225, below, any employee required to work a split shift shall be paid at a rate of five percent (5%) over and above his/her regular biweekly or hourly rate of pay for the entire shift so worked. For purposes of this paragraph “split shift” is defined as any daily tour of duty divided into two (2) work periods of time and taking more than nine and one-half (9½) consecutive hours to complete.
225. **Shift Differentials.** Definitions. For the purposes of this Section, the following definitions shall apply to employees scheduled to work shifts of no more than eight (8) hours:
- A. 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.

- B. A “**Night Shift**” means a scheduled shift in which five eighths (5/8) of the shift occurs between 11:00 PM and 7:00 AM.
 - C. “**Base pay**” means the hourly pay rate for each classification as set forth in Appendix A.
226. The following provisions shall apply to the classifications listed in this Paragraph when such employees are assigned to a twenty-four (24) hour unit.
- A. Certified Nursing Assistant, Certified Nursing Assistant SAN, LVN, LVN-IV Certified, LVN SAN, Surgical Tech, Clinical Lab Scientist I, Clinical Lab Scientist II, Clinical Lab Scientist III, Clinical Lab Scientist I SAN, Clinical Lab Scientist II SAN, Pharmacist, Pharmacist SAN, Rad Tech I, Rad Tech II, Rad Tech III, Rad Tech IV, Sonographer I, Sonographer II, Sonographer III, Mammo/QA Tech, Psych Tech, Psych Tech SAN, Pharmacy Tech, Respiratory Care Practitioner I, Respiratory Care Practitioner II, Registered Respiratory Care Practitioner, Respiratory Care Practitioner II SAN, Senior Respiratory Care Practitioner (Registered), Inhalation Therapy Aide, Mental Health Specialist I, Mental Health Specialist II, Mental Health Specialist II SAN, Lab Assistant I, Lab Assistant II, Lab Assistant III, Pulmonary Function Tech, Health Services Trainee, and Medical Assistant.
 - B. Employees who work a PM shift shall be paid a differential of eleven percent (11%) calculated on their base pay.
 - C. Employees who work a night shift shall be paid a differential of fifteen and one half percent (15.5%) calculated on their base pay.
227. The following provisions shall apply to all other employees:
- i. Employees who work a PM shift shall be paid a differential of seven percent (7%) calculated on their base pay.
 - ii. Employees who work a night shift shall be paid a differential of nine percent (9%) calculated on their base pay.
228. Shift differentials for employees employed on alternative shifts in excess of eight (8) hours shall be compensated in accordance with those arrangements.
229. **Bilingual Pay.** Upon the recommendation of the Department Head and the approval of the Chief Human Resource Officer, a person, other than those in the Interpreter/Translator classifications, occupying a position requiring fluency in English and in a designated language for services that are not normally a part of the employee’s regular job duties shall receive an additional forty dollars (\$40.00) per pay period compensation. A person occupying such a position and having proficiency in English and two or more designated languages shall receive) forty-five (\$45.00) per pay period, provided that such a person is required to utilize such additional languages for AHS. All employees receiving bilingual pay may be required to pass a proficiency test or tests. To qualify for bilingual pay, an employee must be assigned to perform bilingual services for a minimum of 20% of the employee’s time. Audits of how much time an employee spends performing bilingual services will be done at the request of the employee, the Union or the employee’s manager.

AHS may, at its discretion, add a bilingual variant onto titles which require the use of a second language as part of the duties. Such jobs include but are not limited to front desk and receptionist types of job classifications. The intent is to include job classifications which require the employee to switch between English and a second language many times a day; to qualify for the bilingual variant an employee must spend at least 20% of his/her time performing second language services. The hourly rate for such designated titles shall be calculated at 4% over the base hourly rate of the base title. Employees who are given this variant shall be subject to proficiency testing.

230. Effective the same pay period as the 2006 general increase, the bilingual footnote will be discontinued for the Medical Translator I, Medical Translator II, the Medical Translator II (SAN), Medical Translator III, and any other employee whose job no longer requires translation skills. Employees in the classifications of Medical Translator I, Medical Translator II, Medical Translator II SAN, and Medical Translator III shall receive a one time payment of the value of the bilingual compensation for one year, a maximum of \$780 for one language or \$910 for more than one language. This amount shall be prorated for part-time and SAN employees based upon the total hours paid for calendar year 2005.
231. AHS agrees to review the use of the classification of Medical Translator III to determine the appropriateness of classifying all Medical Translators who speak three or more designated languages (including English) at the Medical Translator III level.
232. **Definition of Weekend for Purpose of Working Shifts to Meet Weekend Work Obligation.** A weekend shift is defined as 12:01 am Saturday through 11:59 pm Sunday. Weekend hours include all hours worked between the shift change time closest to 11:00 pm Friday and the shift change closest to 8:00 am Monday. Only up to two shifts per weekend are eligible for weekend differential.
233. 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.
234. Weekend Shift Differential. Employees who work during a weekend shall be paid a differential of five percent (5%) over the base hourly rate of pay calculated on all hours worked, not paid for, between 12:01 a.m. Saturday and 7:30 a.m. on Monday. Only up to two shifts per weekend are eligible for weekend differential. This differential has no applicability and will not be paid if an employee is receiving weekend differential pursuant to paragraph 235.
235. **Weekend Shifts.** Subject to the provisions of this Paragraph, specified employees shall receive a differential of twenty percent (20%) when assigned a majority of their shift to a twenty-four (24) hour unit at the facilities listed and work in excess of two (2) daily weekend shifts in a consecutive two (2) week calendar period.
236. Paragraph 235 shall apply to the following classifications: All LVN classifications and LVN IV certified; all Respiratory Care Practitioner classifications; Pulmonary Function Therapist; Certified Nursing Assistant; Mental Health Specialists; Psychiatric Technician.
237. Individual employees may waive this premium payment.

238. **Lead/Charge Differential.** Employees who are assigned to and perform lead duties for an entire shift when such duties are not incorporated in the scope of their 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.

Section 15.4. Special Performance Pay

239. **For Standby Duty.** An employee who has been instructed by his/her supervisor or designee to be “on standby” shall be paid at the rate of one half (½) the straight-time hourly rate of his/her classification when on “standby.”
240. All employees who, on the effective date of the MOU, (August 20, 2000) received standby pay at the rate of three-quarter (¾) time, shall continue to be paid at that rate and under the same conditions for standby while they remain continuously employed at AHS.
241. For the purposes of standby pay, the regular straight time hourly rate shall not include shift differentials.
242. **For Call-Back.** Regardless of actual hours worked in that workweek, an employee shall be compensated at time and one half (1½) 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.
243. 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.
244. **For Temporary Assignment To A Higher Level Position.** An employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher level position provided that all of the following criteria are met:
- A. The full range of duties of the higher level position except the preparation of performance evaluations has been specifically assigned in writing by the Department Head.
 - B. Assignment for out-of-class pay can only be made for the full shift of the higher level position. Under the provisions of this section, part-time employees can only meet the “full shift” criteria by being assigned to a higher level part-time position, or by being assigned to work the full shift of a full-time position.

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

245. The service in such position exceeds five (5) days in any twelve (12) month period, and payment shall be retroactive to the first (1st) day of such services in a twelve (12) month period.

246. 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.
247. 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:
- A. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.
 - B. Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, if an absence exceeds five (5) consecutive work days, the employee shall be paid for such absence in excess of five (5) workdays at the employee's regular non-out-of-class rate.
248. 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.
249. 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 Section 15.3 hereof.
250. **Reporting Pay.** In the event that an employee is scheduled or directed to report for work and so reports and is told by the Department Head that his/her services are not required, he/she will be entitled to two (2) hours pay at the straight time rate. If such employee is sent home through no fault of his/her own before completion of a shift, such employee will be entitled to a minimum of four (4) hours of pay at the straight time rate, or straight time pay for hours actually worked, whichever is greater.
251. **Application to SANs and Employees Working Additional Shifts.** The parties record that according to AHS's current practice of no daily cancellations as modified by Article 8, this section applies only to SANs and employees working additional shifts and that AHS has no intention of changing its current practice.
252. When an employee is specifically directed to carry a pager during his/her meal break, and be available to work upon being paged, the meal break period shall be considered work time for the purposes of Article 7.

ARTICLE 16. OVERTIME

253. **How Overtime Is Authorized.** Work for AHS by an employee at times other than those scheduled pursuant to Paragraph 57 shall be approved in advance in writing by the Department Head, or in cases of unanticipated emergency, shall be approved by the Department Head, after such emergency work is performed. No employee shall perform overtime work unless such overtime work has been approved by the Department Head or

his/her designee. Overtime will only be offered after extra shifts or hours have been offered to eligible employees on a straight time basis. Effective July 1, 2006, 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.

254. **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.
255. **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 B.
256. 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 Section 15.3 and 15.4 of this memorandum and other premiums and differentials applicable to specific classifications.
257. **Overtime Payment.** Employees shall be compensated for overtime work in cash as follows:
258. For employees in the classifications of LVN IV Certified, Licensed Vocational Nurse and Licensed Vocational Nurse SAN, Registered Respiratory Care Practitioner, Senior Respiratory Care Practitioner (Registered), Respiratory Care Practitioner I, Respiratory Care Practitioner II, Respiratory Care Practitioner II SAN, Inhalation Therapy Aide, Pulmonary Function Technologist, Lead Clerk, and Medical Clerk, where such classifications are assigned to and performing nursing ward clerk duties, overtime shall be paid at the rate of time and one half for all hours worked in excess of the employee’s scheduled daily hours worked, not paid for in a workday.
259. For all classifications employees shall be compensated at time and one-half (1½) the regular rate for all hours worked in excess of forty (40) hours worked, not paid for in the work week.
260. For employees in the classification of Licensed Vocational Nurse SAN, flextime schedules requiring an employee to work in excess of eight (8) hours in any one (1) workday, excluding meal period, or in excess of eight (8) hours in consecutive time, excluding meal period, shall be exempted from the provision requiring overtime compensation after eight (8) hours in a workday.
261. Notwithstanding Paragraphs 258 and 259, persons employed as Licensed Vocational Nurse; Licensed Vocational Nurse IV Certified, Licensed Vocational Nurse SAN, Certified Nursing Assistant, Certified Nursing Assistant SAN, Surgical Tech, Psychiatric Tech SAN, Mental Health Specialist I, Mental Health Specialist II, Mental Health Specialist SAN, Mental Health Specialist III, and Psychiatric Tech shall be compensated at two (2) times the employee’s hourly rate as defined in Paragraphs 258 and 259, for all time worked in excess of twelve (12) consecutive hours worked provided such work spanned two (2) complete consecutive shifts.

262. **When Overtime Shall Be Paid.** Compensation for overtime work shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned.
263. **When Compensatory Time Off May Be Taken Or Paid.** Compensatory time off accrued as of the effective date of this MOU shall be retained by employees who have such a balance, and may be used as provided below:
264. Scheduling of compensatory time off shall be by mutual agreement of the employee and the Department Head provided that the Department Head may require that an employee adjust his/her workweek in order to avoid overtime penalties.
265. An employee who has accrued compensatory time off in accordance with this subsection shall upon separation from AHS service be paid for unused compensatory time off at a rate of compensation not less than the average regular rate, as defined above, received by such employee during the last three (3) years of employment or the final regular rate received by such employee, whichever is higher.

ARTICLE 17. BENEFIT PROVISIONS

Section 17.1. Health, Dental and Vision Plans

266. **Health Plans. 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 and Freedom of Choice Plans	10%
Kaiser and HSA Independence Plan	5%
Kaiser Low Option Plan	No Contribution

The dollar contributions resulting from the 2011 employee contribution will not increase by more than 12% above the 2011 employee contribution for Program Year 2012. Likewise, the Program Year 2013 and 2014 employee contributions will not increase by more than 12% above the 2012 and 2013 employee contributions respectively.

First and second year subsidy:

Employees Base 1.0 FTE Salary	Monthly	For
\$50,000 a year and under	\$30	Kaiser and United Health Care

		High Option Family Plan (Employee + 2 or more)
Over \$50,000 up to \$75,000	\$20	Kaiser and United Health Care High Option Family Plan(Employee + 2 or more)
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. This subsidy will be continued for the 2013 and 2014 Program Years.

- 267. Employees shall be notified of changes and/or modifications of plans during open enrollment each year.
- 268. 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 in Paragraph 269.
- 269. **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 Paragraph 268 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 1st through August 31st). 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	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.

270. **Services as Needed employees.** 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.
271. **Duplicative Coverage.** This applies to married AHS employees and employees in domestic partnerships (as defined in Appendix E) 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.
272. 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.
273. **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.
274. **Open Enrollment.** Eligible employees may choose among available options during an Open Enrollment period in the Fall of each year.
275. **Dental Plans.** DENTAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES:
276. 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 E) 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 the AHS.
277. **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 employees and their dependents, provided, however, that the employee is on paid status at least fifty percent (50%) of the normal full-time workweek.
278. 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 Paragraph 276 above. To participate, an employee must be on paid status at least forty (40) hours in each and every biweekly pay period.

279. 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 for reasons other than those stated in Paragraph 282, eligibility to participate must be re-established by subsequently being on paid status at least forty (40) hours in each of seven (7) consecutive biweekly pay periods.
280. **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.
281. **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:
282. **Full-time and Part-time employees.** 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 ten 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 15th day following the end of the biweekly period in which the employee worked one (1) week or more.
283. 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 10th pay period, given that the minimum time worked is 50% of the full-time schedule for seven consecutive pay periods.
284. **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.
285. **Open 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).
286. In the event that AHS 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.
287. **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 each twenty-four (24) month period beginning on September 1 of odd numbered years. Reimbursement will be made subject to applicable Finance Office procedures and requirements.

288. The General Chapter 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-General Chapter 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.

Section 17.2 Effect of Mandated Fringe Benefits

289. 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 in order to assure that the State or Federal mandate does not result in an overall loss of benefits to employees.

Section 17.3 Dependent Care Salary Contribution

290. Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to \$5,000 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.
291. 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.

ARTICLE 18. DISABILITY INSURANCE BENEFITS

Section 18.1. Disability Insurance Benefits

292. **Participation.** AHS shall continue to participate under the State Disability Insurance (SDI) Program.
293. **Payment Of SDI Premiums.** SDI premiums shall be shared equally by the employee and AHS.

294. **Employee Options.** There are two (2) options available to an employee who is otherwise eligible for disability insurance benefits which are as follows:
- A. **Option 1.** Not applying for disability insurance benefits and using accrued paid extended sick leave, PTO, compensatory time off, floating holiday pay, and/or with the consent of the Department Head, discretionary Major Medical Supplemental Paid Sick Leave, (See Sideletter of Agreement) or
 - B. **Option 2.** Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include extended sick leave, PTO leave, compensatory time off, floating holiday pay, and/or, with the consent of the Department Head, discretionary Major Medical Supplemental Paid Sick Leave, unless the employee provides written notice to the Department Head to limit the integration to accrued PTO and extended sick leave only with SDI benefits. The choice to integrate accrued PTO and extended sick leave only with SDI benefits may not be waived by the employee or AHS.
 - C. **Amount of Supplement.** The amount of the supplement provided in this section for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal net, not gross salary rate, including premium conditions specified in Section 15.3 or any other provision of this MOU, and the "weekly benefit amount" multiplied by two (2) and divided by 80.
295. **How A Supplement To SDI Is Treated.** Hours, including fractions thereof, charged against the employee's accrued PTO and extended sick leave, discretionary major medical supplemental paid sick leave, PTO, compensatory time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.
296. Paid Time Off and extended sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued extended sick leave, discretionary major medical supplemental paid sick leave, PTO leave, compensatory time off and/or floating holiday balances to the regular pay period.
297. **Health And Dental Plan Coverage In Conjunction With SDI:** For purposes of determining eligibility for AHS's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued PTO leave and extended sick leave, discretionary major medical supplemental paid sick leave, compensatory time off and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which such supplement is paid.
298. The group health care providers will permit employees who are dropped from health and/or dental plan coverage because of exhaustion of their accrued PTO leave and extended sick leave, discretionary major medical supplemental paid sick leave, compensatory time off and/or floating holiday balances, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Section 17.1 herein.
299. **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 PTO leave and extended sick leave, discretionary major medical supplemental paid sick leave, compensatory time off, and/or floating holiday balances on the day before and the day after the holiday.

300. **Personal Disability Leave In Conjunction With SDI.** Refer to Paragraph 110 Personal Disability Leave.

Section 18.2 Long-Term Disability Insurance Policy

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

ARTICLE 19. LIFE INSURANCE

302. Except for Services-as-Needed employees and any employee who is regularly scheduled to work less than half the regular work week for the job classification, basic group life insurance coverage of \$9,000 will be provided to each employee who meets the enrollment requirements. 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.

ARTICLE 20. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

303. **Mileage Rates Payable.** Subject to the provisions of this Article, mileage allowance for use of personal vehicles on AHS business shall be paid at the IRS "business standard mileage rate," published by the IRS from time to time.
304. **Minimum Allowance.** An employee who is required by his/her Department Head to use his/her private automobile at least eight (8) days in any month on AHS business shall not receive less than ten dollars (\$10) in that month for the use of his/her automobile.
305. **Premium Allowance.** An employee who is required by his/her Department Head to use his/her private automobile at least ten (10) days in any month and, in connection with such use, is also regularly required to carry in his/her private automobile, AHS records, manuals and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional twelve dollars (\$12) per month for any such month.
306. **Reimbursement For Property Damage.** In the event that an employee, required or authorized by his/her Department Head 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 his/her 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 his/her 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 Department Head within thirty (30) days of such loss, damage or theft.

307. **Authorized Mileage Claims.** When an employee is authorized to use his/her privately-owned vehicle on AHS business, mileage may be allowed in accordance with the following provisions:
308. Definitions.
- A. **“Worksite,”** as used in this Section, means the worksite to which the employee is regularly assigned to report. When an employee is regularly assigned to more than one (1) worksite during a workweek, a specific worksite shall be designated by the Department Head as the assigned worksite for each workday.
 - B. **“Commute mileage”** as used in this Section, is the amount of one-way mileage between the employee’s home and the employee’s assigned worksite.
 - C. **“First point of contact,”** as used in this Section, means the first site where, on any given workday, the employee conducts business. If an employee has a first point of contact which is not the assigned worksite, then the distance between home and the first point of contact will be recorded. If the amount of this distance is greater than the amount of the commute mileage between home and the assigned worksite, the difference may be claimed. If the amount of this distance is less than the commute mileage then no mileage may be claimed.
 - D. **“Last point of contact,”** as used in this Section means the last site where, on any given workday, the employee conducts business. If an employee has a last point of contact which is not the assigned worksite, then the distance between the last point of contact and home will be recorded. If the amount of this distance is greater than the amount of the commute mileage between the assigned worksite and home, the difference may be claimed. If the amount of the distance is less than the commute mileage, then no mileage may be claimed.
309. Once the employee arrives at the first point of contact or the assigned worksite, mileage used in the course of conducting business may be claimed up to arrival at the last point of contact or the assigned worksite.
310. An employee’s home may not be designated as a “first point of contact” or “last point of contact,” or assigned worksite.
311. 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.

ARTICLE 21. UNIFORM ALLOWANCE

312. AHS shall reimburse employees in the classifications of Cook, First Cook, and Food Service Worker, for one-half the cost of up to eight (8) dietary uniforms per employee per fiscal year. Additionally, Cook and First Cook shall be reimbursed the full cost of chef's hats.
313. With regard to the provision of uniforms for other classifications, AHS shall continue its current practice as of 9/30/2000.

ARTICLE 22. RETIREMENT PLAN

Section 22.1 Pension Plan

314. 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.
315. AHS agrees to institute a defined contribution pension plan for part time employees in the payroll system as a .50 and above with an employer matching contribution of up to 3%. The parties will meet to finalize the complete plan within 60 days of the execution of the MOU.

Section 22.2. Deferred Compensation

316. **Enrollment In The Plan.** Employees may enroll in the County of Alameda Deferred Compensation Plan (the "Plan") in accordance with the terms and conditions of the Plan. The Plan provides for deferral of payment of a portion of an employee's current compensation until death, disability, retirement, or other events provided in the Plan document, in accordance with California Government Code Sections 53212-53214 and Section 457 and other applicable sections of the Internal Revenue Code.
317. **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.
318. The minimum amount an employee may defer is \$10.00 per biweekly pay period.
319. An employee's work schedule must be regular and earnings must be sufficient to permit deferral of a regular amount.

ARTICLE 23. CATEGORIES OF EMPLOYEES

320. **Employee Categories Described.** There shall be three (3) employee categories: (a) Regular Full-time, (b) Regular Part-time, and (c) Services As Needed ("SAN").

321. A Regular Full-time Employee is one who occupies a position with a pre-determined work schedule of forty (40) hours per week.
322. A Regular Part-time Employee is one who occupies a position with a pre-determined work schedule of at least sixteen (16) but less than forty (40) hours per week.
323. A SAN employee is one working in place of a regular part time or regular full time employee on leave or who does not have a predetermined work schedule and who works intermittently, as needed by AHS.
324. **Conversion of Regular Part-Time Employees to Full-Time Status.** Any Part Time employee who regularly works straight hours over his/her base FTE for a period of 26 consecutive weeks shall, upon request, be converted to higher FTE status provided that the extra hours or shifts are not replacing someone out on a leave who will return to the position. The Manager can ask the CHRO to bar an employee from consideration because of disciplinary action in the prior 12 months; the Union will be notified and can write or meet with the CHRO. The CHRO's decision is final and binding. Pre-approved paid leave shall count as time worked for the purpose of this clause up to a maximum of 100 hours. Employees granted higher FTEs have no guarantee that they will have a fixed schedule for hours worked above their original FTE. They may be floated to different units on different days as needed. AHS will make every effort to put employees into a fixed schedule; in no case shall anyone be hired or given a fixed schedule in the same title in the scheduling unit without first affording the employee who was converted to the higher FTE the opportunity to work that fixed schedule.

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

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

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

325. **Classifications/New Classifications.** AHS shall continue to use the classifications listed in Appendix A of the MOU and agrees that any proposed changes in classifications, titles, job descriptions and proposed new classifications, for which a portion of the job duties are the same or similar in nature to those performed by employees in classifications listed in

Appendix A, shall be subject to the meet and confer process with the Union concerning the impact of such changes on terms and conditions of employment. In the event the parties reach impasse, the Union may appeal the matter to an adjustment panel composed of two (2) representatives of the Union, two (2) representatives of AHS and a State Mediator agreeable to both parties.

326. **Classification Specifications.** AHS shall maintain written specifications for each classification. Each specification shall be set forth a descriptive classification title, a definition outlining the scope of duties and responsibilities of positions in the classification, the minimum qualifications for the classification, and such other information as appropriate.
327. 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.
328. The classification specifications shall be kept current by ongoing review. Such review may include the survey of a single position, or surveys of all positions in a single classification or classification series, or surveys of positions in an organizational unit, or surveys of positions in an occupational grouping.
329. **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.
330. The language of the specifications is not to be construed as limiting or modifying the authority of an AHS department head to direct and control the work of employees under his/her jurisdiction or to alter their duties and responsibilities, as may be necessary in the efficient conduct of the business of AHS except that it shall be the responsibility of the department head to report to the Human Resources Department promptly any substantial change in the duties and responsibilities of any position under his/her jurisdiction.
331. 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.
332. **Reclassifications.** An employee who believes that there has been a substantial change in his/her duties which are not covered by his/her current classification shall prepare a log of such duties for a period of no less than 2 weeks. Upon completion of the log, the employee shall then submit the log to the Human Resources Department as well as notify his/her supervisor of the audit request. Human Resources shall then conduct a desk audit of the position within forty-five (45) calendar days of receipt of the log. Upon completion of the desk audit, the employee shall be notified in writing of the findings. A change in title or reclassification shall only be warranted if the employee is spending more than 40% of his/her time performing all duties in a different classification. If the issue remains

unresolved or the employee wishes to dispute Human Resources' determination, he/she may submit the matter in writing for resolution through the grievance procedure to the third step only which shall be heard by the Chief Human Resources Officer. If the grievance is denied, the matter may be submitted to a classification specialist not employed by AHS for a final and binding decision.

333. **Classification for Displacement and Bidding.** For the purposes of Article 28, Displacement and Employment Security, "classifications" means the list of classifications listed in Appendix A, provided that the flexibly staffed positions contained in the list attached to the MOU as Appendix F shall be considered one classification for the purposes of that Section.
334. Classifications for the purposes of Article 27 shall be the classifications listed in Appendix A.
335. **Review of Clerical Classifications.** AHS plans to undertake a review of all classifications, including clerical classifications, to determine if their current specifications accurately reflect their current job duties. During this process, and prior to revising any job specifications, AHS will consult with and involve the Union.

ARTICLE 24. SERVICES AS NEEDED EMPLOYEES AND FLOAT POOLS

Section 24.1 Services as Needed Employees

336. A Services-As-Needed (SAN) employee must meet and maintain all requirements identified.
337. **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.
338. **General Requirements**
- A. Evidence of current licensure/certification and competency must be on file with the Human Resources Department as applicable to the department.
 - B. Minimum experience must be consistent with applicable job specifications. All SANs must meet the requirements applicable to the area(s) they work.
 - C. Participation in Annual Competency Review/Skills Fair is mandatory and will be reimbursed.
 - D. SAN staff is invited to attend optional inservice programs on their own time.
 - E. SAN employees are required to attend a reasonable orientation period per the policies of the assigned area/department.

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

339. **Assignment**

- A. SAN staff will identify a primary area of work and may select an alternate area in which he/she is qualified/competent.
- B. The primary area of work obligations must be met prior to a SAN employee working in an alternate setting.
- C. A confirmed SAN employee's shift in their primary work area cannot be bumped by a SAN employee's alternate area. Once any SAN's shift has been confirmed, said shift cannot be cancelled to accommodate a request for the shift by a regular part-time employee, a regular full-time employee, a SAN with greater seniority, or registry/traveler.
- D. SAN employees may submit a calendar of availability to the manager to assist with scheduling. An employee may request an initialed receipt of the calendar or the calendar signed as received back; such a request shall not be denied.
- E. Full and part-time permanent employees and then SAN employees (inclusive of 120-day retirees) shall each in turn have an exclusive view of and bidding rights to all available shifts for a minimum of 72 hours after initial posting of the preliminary schedule. A 120-day retiree's seniority shall be determined by the number of hours worked since the SAN's rehire after retirement.
- F. Shifts will be awarded based on 1) the MOU and 2) the calendar of availability submitted by the SAN. It is not the intent of AHS to adjust regular employees' shifts to accommodate SANs. SANs shall be scheduled before registry, travelers or any other temporary workers pursuant to paragraph G. below.
- G. Extra shifts are assigned in the following order:
 - 1. Full and part time permanent employees up to 40 hours worked in the week not resulting in time and one half.
 - 2. SANs up to 40 hours per week
 - 3. Registry and/or travelers as long as such hours do not result in time and one half.
 - 4. Time and one half overtime for permanent full and part time employees
- H. Confirmed shifts are not guaranteed and may be canceled depending upon the staffing needs. Registry and travelers shall be canceled before permanent employees and SANs providing they are all working the same area/department. SANs whose shifts are canceled have the option of bumping registry or travelers working hours over and above their normal schedule on either of the next two consecutive shifts.
- I. SAN employees are accountable to the Department Manager/Supervisor for the shift they are working. If a shift is awarded, the SAN is responsible for that shift, unless he/she has provided at least ten (10) calendar days notice of cancellation.

- J. All SANs are subject to disciplinary action for violations of policies, practices and union agreements.
 - 1. SANs whose worked hours average less than the equivalent of a .60 FTE over 26 weeks just previous to the date of the disciplinary action, shall be entitled to progressive discipline as follows: letter of reprimand, one suspension (taken off the schedule for some period of time) and then termination. The Skelly hearings for suspensions and termination for this group will be with one hearing officer, will be held on a date certain with no cancellations (the SAN and/or the Union can submit a written response to the charges if unable to attend the hearing) and will be appealable through the grievance procedure up to expedited arbitration.
 - 2. SAN whose worked hours average at or more than a .60 FTE over 26 weeks just previous to the date of the disciplinary action, shall be entitled to the same disciplinary process as permanent employees as delineated in Article 28.
- K. It is at the discretion of Department Manager/Designee to reassign a pre-scheduled shift to another equivalent clinical area based on need, qualifications, and competency. (For example, a SAN booked for 7E but needed on 7W can be reassigned (floated) as long as the required competencies are met.)

340. **Scheduling**

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

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

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

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

- C. Should a position (or a repeating block of schedule) become available due to an extended absence that block of shifts shall be made available to regular AHS Employees first in the

following order- full-time up to 40 hours, part-time up to 40 hours, and then SANs (inclusive of 120-day Retirees) and further provided they have the necessary qualifications and skills to perform the function. If, for some reason, the AHS employee cannot continue in the position, AHS may again offer that block of shifts in the order cited above (full-time up to 40 hours, part-time up to 40 hours, SANs (inclusive of 120-day Retirees) to registry/traveler.

- D. Confirmation of SAN employee shifts will be determined by the following criteria and in the order listed:
 - 1. SAN employees assigned to fill temporary vacancies.
 - 2. Additional shifts above availability requirements that will not result in premium overtime.
- E. When a SAN employee agrees to come in as a late call, they will be paid from the time of the call if they arrive within 1 hour of the call. If they arrive after 1 hour of the call, they will be paid from the time that they arrive.
- F. If no shifts are posted or available for a SAN in their home unit and they have informed the manager of availability the SAN is not subject to availability requirements below.

341. **Availability Requirements**

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

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

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

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

342. Cancellation of all SAN Employees' Shift by AHS

- A. Cancellation of a SAN employee (inclusive of 120-day Retirees) will be done in the following order:
 - i) SAN employee working overtime in rotating inverse seniority order.
 - ii) SAN employees scheduled outside their primary area by rotating inverse seniority order.
 - iii) SAN employees within their clinical area by rotating inverse seniority order.
 - iv) SAN employees who are scheduled to fill temporary vacancies by rotating inverse seniority order.
 - v) When a scheduling conflict exists between 2 or more SAN Employees (inclusive of 120-day Retirees), the most recently cancelled Employee shall retain the shift. Should two or more employees in conflict all be cancelled for the same shift, seniority shall govern.
 - vi) Cancellation of a shift by a SAN employee will follow standard department procedures. SAN cancellation must have manager approval. A SAN may be cancelled by the staffing office, house supervisor, manager or manager designee.
- B. Cancellation of a shift by the designated department representative will occur a minimum of 2 hours prior to the start of that shift.
- C. If a SAN employee has been advised that his/her shift was canceled, the shift will count towards that SAN's availability.

Section 24.2 Float Pools

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

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

- i. Patient Business Services- Eligibility Clerks and Eligibility Specialists
- ii. Ambulatory Care- Eligibility Clerks and Winton ACE and Ambulatory Care Administration Medical Assistants
- iii. Food and Nutrition- Diet Clerks, Cooks and Food Service Workers
- iv. EVS- Housekeeping Workers and Porters

- v. Pharmacy- Pharmacy Technicians
- vi. Central Supply/Materials Management- All SANs
- vii. Nursing
 - 1. JGPP- CN II, LPT/LVN and MHS
 - 2. Fairmont/Rehab-, LVN and CAN
 - 3. Respiratory Therapy- Respiratory Care Practitioners/Registered Respiratory Therapists

344. Each float position will be posted and filled pursuant to Article 27. The Union can ask for a meeting with the CHRO to discuss whether a written reprimand should bar an employee from consideration; the CHRO's decision is final and binding.
345. Those chosen for a float position will be given a letter outlining the parameters of their schedule/assignment and the signed agreement prior to their start date. Float employees must follow the schedule and daily assignment given them by their supervisor. Assignments cannot be refused. Changes to the general schedule/assignment parameters in the letter can be done pursuant to the MOU. Float pool employees shall not be required to work more than every other weekend depending on need.
346. Float employees will be prospectively entitled to health and dental benefits as defined in the various agreements with SEIU.
347. The calculation of the 35% replacement factor for the departments listed above will be done as follows:
- A. All actual SAN hours (not including the scheduled "grandfathered" SAN hours) including Float Pool hours as well as registry and traveler hours worked in the unit by campus (if applicable) in the six months prior to the date of calculation times 35%. This will yield the replacement factor to be filled by Float Employees for each shift.
 - B. For the departments listed above that are not 24/7, only one replacement factor would be calculated. Float positions would be expected to work all shift schedules for that department.
 - C. After the initial calculation above to set up the float pools, either party may request a recalculation of the replacement factor to adjust the Float Pool FTEs for all the listed departments. Such requests may not be made less than six months after the last calculation unless otherwise agreed. These subsequent calculations will include both Float Pool and SAN hours worked.
348. Seniority for Float Employees will be based on the MOU definition of seniority (Article 25). Vacation seniority will be based on seniority as defined in the MOU (Paragraph 146).
349. Layoffs of Float Employees will be handled through the layoff processes in the MOU.

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

350. Any Services-as-Needed (SAN) Employee who has worked an average of 2/5ths or more hours per week for Sixteen (16) Consecutive weeks continuously in the same classification,

is entitled to conversion to regular status provided there is a budgeted and posted position available. The posting and preference process pursuant to Article 27 applies.

351. The employee shall submit a form to the Human Resources Department requesting review for conversion.
352. If the SAN employee is filling a vacancy created by a regular employee who is on a paid leave of absence, the SAN employee's request (for conversion) will be considered upon expiration of the paid 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, AHS policies and procedures. When the regular employee returns to work the provisions of Article 28 may apply.
353. The following shall not constitute an interruption of continuous service for the purposes of Paragraph 347: Periods of non-utilization or periods of non-availability totaling five (5) work days or less in a sixteen (16) week period.
354. Such absences or periods of non-utilization/non-availability shall not count toward the accumulation of such service time, but their occurrence shall also not require an employee to begin again the accumulation of such service time.
355. When the employee requests to be converted to full or part time status, AHS Human Resources Department will:
 - A. Conduct audits to determine the employee's eligibility for conversion based on the criteria established in Paragraph 347 above and to assess departmental staffing needs.
 - B. If the employee is eligible for conversion to regular status, the Human Resources Department will complete such transaction within twenty-one (21) calendar days of the receipt of the request from the employee.
 - C. Effective upon adoption of this agreement, no SAN employee shall be converted to regular full-time status if there is a regular Part-time employee within the same classification and department who has requested to be converted to full-time status.
356. Dispute regarding such conversion shall be subject to Article 32, Grievance Procedure.

ARTICLE 25. SENIORITY

357. **Seniority Defined.** "Seniority" means the total length of unbroken service with AHS commencing with the employee's most recent date of hire in a regular fulltime or regular part-time position. 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 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 day of work at AHS. Hours worked as a SAN shall not serve as credit for accrual of paid benefits unless otherwise provided for in the collective bargaining agreement, or otherwise agreed to by the parties.

358. **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 Paragraph 357.
359. **Break In Service.** For the purposes of this Article, a “break in service” shall be the following:
- A. A resignation;
 - B. Retirement;
 - C. A termination for cause;
 - D. A displacement exceeding twenty-four (24) months.
 - E. Accepting a position and working six (6) consecutive months in a classification at AHS that is not represented by SEIU.
360. **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.
361. **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.
362. **Rehires And Recall.** See Paragraph 379 for provisions covering recall and rehire.

ARTICLE 26. PROBATION PERIOD

363. **Newly Hired Employees.** Employees newly hired by AHS shall serve a probationary period of six (6) months commencing with their hire date.
364. **Transfers During The Probation Period.** An employee may not transfer to another position within AHS during his/her probation period without the permission of AHS. Such permission lies within the sole discretion of AHS and is not subject to the Grievance procedure in Article 32. An employee who so transfers shall commence a new probation period.
365. **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.

ARTICLE 27. JOB VACANCIES, POSTING, AND BIDDING

366. **Posting of Vacancies.**

When vacancies covered by this MOU occur, transfers and promotions will be posted in the unit or facility by the manager for at least seven calendar days and will be filled from internal qualified applicants within that unit pursuant to this Article. If, after posting the

position for seven days, there are no applicants, the position will be posted by Human Resources electronically for both internal and external applicants. Ambulatory Care vacancies will be posted according to where the titles are utilized. If the title is utilized in only one clinic, the posting will be at that clinic; if the title is used at all the clinics, the posting will be at all the clinics.

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

367. **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.

368. **Special Job Requirements.**

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

369. **Bidding on Posted Positions.**

Promotions are title changes up to a higher job classification. A transfer is a change in status or shift in the same job classification.

370. **Preferences for Promotions.**

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

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

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

- C. Services-As-Needed employees from the same classification and the same scheduling units.
 - D. Services-As-Needed employees from the same classification from other scheduling units.
 - E. Other applicants within AHS.
 - F. Outside applicants if there are no qualified internal applicants.
371. AHS may hire the outside applicant or less senior employee (including in a manner that does not follow the sequence outlined above) instead of a qualified internal senior applicant, if the less senior employee or outside applicant is substantially more experienced and/or has substantial training and education in the job duties in question such that he/she does not require extensive orientation or the more senior employee shall require more than 30 days training and orientation to the new position, or if the unit in question is adequately staffed but with few relatively experienced employees on the unit to provide a sufficient mix of fully qualified employees to ensure quality patient care or support thereto. If the position is awarded to a less senior employee or an outside applicant, the Chief Human Resources Officer must approve.

372. **Preferences for Transfers.**

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

- A. External applicants will not be considered unless there are no qualified internal applicants.
- B. Regular full-time and part-time employees from the same classification and scheduling unit.
- C. Regular full-time and part-time employees from the same classification in other scheduling units.
- D. Services-As-Needed employees in the same classification from the same scheduling units.

- E. Services-As-Needed employees in the same classification from other scheduling units.
 - F. Other applicants within AHS.
 - G. Outside applicants, if there are no qualified internal applicants.
373. If there is a mixture of internal applicants, those for whom the posting is a Change of Status take precedent over promotions.
374. **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.
375. **Restriction on Written Bids.**
It is understood that any written request under this Section is limited to vacancies or potential vacancies in positions subject to this MOU.
376. **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.
377. **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.
378. **Transfer, Promotion and Return.**
When an employee is promoted or transferred to a position covered by this MOU, he/she shall serve a thirty (30) day evaluation period. The employee will be given a reasonable period of orientation. If, within the evaluation period, AHS decides in its sole discretion that the employee is failing to perform his/her duties in a satisfactory manner, AHS shall return the employee to the position he/she occupied prior to the promotion or transfer.
379. **Rehire and Recall**
An employee who is rehired or recalled within twenty-four (24) months from the termination into a position in which he/she held tenure, in accordance with the layoff policy, shall return to the same salary step, and vacation accrual rate and shall have his/her original seniority date, adjusted for the period when not employed by AHS.

ARTICLE 28. DISPLACEMENT AND EMPLOYMENT SECURITY

384. **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.

385. Pursuant to paragraph 384 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.
386. **Payment of Committee.** Representatives on the Committee will be provided paid release time whenever such meetings occur during the employee's work hours, provided that such time shall not be considered work time for the purposes of Article 16, Overtime.
387. **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.

Section 28.1 Work Redesign

388. In the event that AHS plans to engage in work re-design which will have a material impact upon employees represented by SEIU Local 1021, including but not limited to changes in technology, service delivery changes, or programmatic or system changes to workflow, it shall notify the union in advance, provide SEIU with a comprehensive plan for the redesign as detailed in the side letter and shall, upon request, meet and confer with the Union prior to implementing such changes. Such discussions will be limited to forty-five calendar days after which AHS may implement some or all the changes it seeks. Meetings can continue after implementation. For the purposes of this paragraph "material impact" means a change in the wages, hours or other terms and conditions of employment. If the redesign is projected to result in any reduction in SEIU members, it will be addressed through the Reduction in Force process below.
389. The Union may request that the Workforce Planning Committee meet concerning proposed schedule changes affecting cumulatively more than three employees over a rolling six month period in a unit or facility as defined below in paragraph 390 or non-nursing department; however, such discussion shall be limited to 45 calendar days from the date of the request unless continued by mutual agreement. Unless there is an emergent need, such schedule changes will not be implemented until the Workforce Planning discussions are complete or after the 45 calendar day limit, whichever comes first.
390. The work of the Committee will include but not be limited to developing training, cross-training, promotions, educational opportunities, measures to internalize services performed by external providers, including registry and temporary workers and recommend work audits, do quantitative analyses and other measures to facilitate the changes. In addition, they may convene to consider projected changes in health care. In instances where there are two of the affected employees or 10% whichever is greater in a unit or facility as defined below or non-nursing department having the same or similar performance related issues upon introduction of the work redesign, re-evaluation of the training and trainer(s) will take place prior to the implementation of disciplinary action. This re-evaluation shall be completed within thirty days and will be shared with the Union and employees.

For purposes of this section, unit and facility are defined as:

- A. Critical Care-ICU, ED, SDU, Trauma, and PACU
- B. MedSurg- 5 East, Infusion, and 7th floor

- C. Maternal Child/L&D- 9th floor
- D. Surgical- OR SDS, Pre-op and Anesthesia
- E. Behavioral Health- JGPP, Out-patient Psychiatric Services
- F. SNF/Rehab
- G. Clinics- Freestanding and Highland, Hem-Onc Clinic
- H. Cath Lab/Interventional Radiology
- I. GI

Section 28.2 Reduction in Force

391. In the event AHS is contemplating a reduction in force, each manager or director of the affected area will complete a comprehensive rationale as detailed in Side Letter #2 and AHS will notify SEIU in writing of a proposed reduction in force and attach the rationale. The rationale 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 also committed to promote transparency, accountability, and full communications in compliance with its obligations under state and local laws. The parties will meet and confer over the impact of the layoffs on employees. The CEO, after a reasonable period of time- approximately 30 days from the submission for the justifications to the Union- may:
- A. Decide whether or not to move forward with reductions and/or alternative measures.
 - B. Determine the classifications to be affected, the number of positions to be reduced and the proposed effective date.
 - C. Submit the proposal to the Human Resources Committee of the Board of Trustees.

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

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 reduction.

392. **Order of Displacement.** Displacement within all affected classifications shall be based on inverse seniority Center-wide; their bumping rights will also be Center-wide by classification, provided the employee has the skill and ability to perform the work of the position into which the employee is bumping consistent with paragraphs below.
393. Bumping rights are at the discretion of the Chief Human Resources Officer and depend on unit needs. Reorientation and training for a period of up to three (3) months can be provided

for the displaced employee(s) in order to develop the necessary skills and competencies for a successful transition to the new assignment. Before considering bumping rights to a filled position, the CHRO shall determine if there are any vacant posted positions that would be appropriate for the laid off employee to fill.

AHS and SEIU can mutually agree on an alternate bumping process for certain titles during the meet and confer process noted in Paragraphs 391 and 392.

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

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.

394. **Exceptions to Seniority for Displacement.** When specific positions within a classification require special skill, knowledge, or abilities, the Chief Human Resources Officer with agreement from the Union via the Workforce Planning Committee may designate specialties within a classification and treat such approved specialty as a separate classification for the purpose of displacement and demotion in lieu of displacement. Such agreement must take place within the timeframes in this Article or AHS will move forward with the process without such agreement.
395. **Process for Layoffs**
Upon approval by the CEO, affected employees and the Union will be sent notices of layoff 30 calendar days prior to the effective date of the layoff. At the same time a general notice of layoff will be posted and sent electronically to all other SEIU represented employees informing them there is a layoff in process and less senior employees could be bumped. By the 10 calendar day after the initial notices are sent, a second letter will be sent notifying all affected employees of their bumping rights and all bumped employees they are being bumped and what bumping rights, if any, they have. In addition to the bumping rights available to the employee(s), the notice shall include the name and contact information of the assigned individual within Human Resources to notify of his/her intent regarding bumping. All affected employees will then have 10 calendar days to notify Human Resources whether they are exercising their bumping rights. The intention is that all layoff and bumping actions will have concluded no later than the 31st day of the notice.
396. All affected employees have the right to apply for posted positions if they are qualified and will be given preference in those open positions after an interview.
397. **Appeal Rights.** All issues regarding layoffs shall be resolved through the reduction in force process of the Workforce Planning Committee. Layoffs will only be done for economy and/or efficiency and are not meant to be used to target employees for other reasons. Economy is defined as the financial savings AHS realizes through the layoff. Efficiency is defined as any improvement in operation that enables the organization to be more effective, including but not limited to any improvements to process, practice or policy. The Union can appeal layoffs directly to the third step of the grievance process; there will only be one

group appeal of each layoff and there are no individual rights to appeal a layoff action. The only bases for appeals will be that 1) the layoff was not for economy and/or efficiency as defined in this paragraph or 2) the seniority or bumping rights were applied erroneously, or 3) the Employer did not engage in “good faith bargaining.”

398. **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 would have been laid off and took severance will be rehired according to the rehire preference in this Article. Employees who did not receive a layoff notice and were offered and accepted severance cannot be rehired for three years. After three years, these employees are eligible for rehire but must follow the posting process in Article 27 without any preference based on their prior AHS employment.

This offer will be extended to other employees in the affected title as described below. Employees who receive notices of severance option must sign for this option within the first week after the layoff notice to be eligible and will not be required to work after they sign for the option.

399. The Chief Human Resources Officer will offer all more senior employees in the job classification the severance in lieu of layoff package unless the parties mutually agree within the timeframes of this Article to limit the offer based on specialized needs or if the placement in that area of less senior employees in that title is not appropriate. Reorientation and training for a period of up to three (3) months can be provided for the displaced employee(s) in order to develop the necessary skills and competencies for a successful transition to the new assignment. Employees who are eligible for this severance will receive written notice two weeks before the individual layoff notice is sent advising they are in a job classification which is experiencing a reduction in force and that depending on the number of positions to be eliminated, the corresponding number of most senior employees who respond within the designated time frame will receive the severance package. Employees will be encouraged to respond in writing as quickly as possible in order to be considered for severance and that all those interested must respond within ten days of the date of the notice to be considered and if more employees respond than there are positions to be vacated, seniority will prevail.
400. AHS and SEIU can mutually agree on alternate ways of offering this severance package for certain titles during the meet and confer process noted in Paragraphs 391 and 392.
401. Employees who do not take this option do not receive severance at the end of the thirty day notice period.
402. **Lateral Movement to a Vacant Position.** An employee subject to displacement may be moved to a vacant position in his/her own classification or to a vacant position in an equal-

paying classification, provided that such employee has held a position in that equal-paying classification.

403. **Lateral Movement to an Equal-Paying Position in Lieu of Displacement.** Where there are no vacant positions, an employee who has held a position in an equal-paying classification may displace the least senior employee in an equal-paying classification. The employee who has held a position in more than one (1) equal-paying classification does not have an option as to the classification in which the displacement will occur, but will be permitted to move only into the classification then filled by the employee with the least seniority.
404. **Demotion in Lieu of Displacement.** An employee in a classification affected by a reduction in force may elect to demote to a lower paying classification, provided that such an employee has held a position in the lower paying classification.
405. 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.
406. **Regular Employees' Rights to SAN Positions.** A regular employee who is not able to secure a regular position as a result of the above process will be offered an SAN position in the affected classification, if the classification is one that has SAN positions. 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.
407. **Notice.** Prior to any displacement, employees will be given notice of one (1) month or one (1) month's pay in lieu of notice or any combination of pay and notice.
408. **Recall.** Employees shall be recalled by seniority for two (2) years from the date of the displacement.
409. **Alternate Procedure.** The Union and AHS agree that they may meet and confer on an alternate procedure to be used in lieu of the foregoing, provided that there is mutual agreement on the procedure to be used. In any case, all such agreements as well as the alternatives described in paragraphs 391 through 409 must be accomplished within the timeframes described in paragraph 391 up to a maximum of 60 calendar days ending the 30th calendar day after the date of the layoff notices.

ARTICLE 29. EVALUATIONS

410. **Purpose.** The purpose of evaluations is to assist the employee in his/her development. Evaluations shall not be a substitute for or an initiation of the disciplinary process (See Article 30, Disciplinary Action/Notice of Termination/Personnel Files) but will serve to notify an employee that his/her performance or attendance is marginal and may lead to discipline.
411. **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 the period since the last evaluation.
- C. The employee's supervisor shall meet with the employee to review the employee's written evaluation.
- D. The employee shall be entitled to add his/her written rebuttal which will then be filed in the employee's personnel (H.R.) file with the evaluation.

412. **Grievability.**

- A. Evaluations are not subject to Article 32, Grievance Procedure.
- B. Promotions. Paragraph 412 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 Paragraph 412, a "transfer" occurs when the employee changes his/her position but remains within the same classification.

ARTICLE 30. 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 trained and properly led to perform their assigned responsibilities. Both the Union and AHS agree that employees are deserving of being treated with dignity and respect.

413. **Coaching/Counseling.** This is part of the supervisor's/manager's ordinary day-in and day-out responsibilities for managing people. These coaching sessions should be 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 and should be done at the earliest possible moment to correct any workplace issues. They should take place in areas that ensure privacy and freedom from interruptions. These conversations may be documented at the request of either the manager/supervisor or employee, but in no event will it be placed in the employee's personnel file.

414. **Performance Improvement Plan (PIP).** When a problem continues, the manager/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 manager/ 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 should have timelines for completion of tasks. They are not meant to last longer than three months unless the parties agree to extend it up to six calendar months. PIPs will require documentation, but again will not be placed in the employee's personnel file. If a disagreement exists about the creation or successful completion of the PIP, the employee may submit a written rebuttal.

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

Section 31.1. Disciplinary Action.

- 415. AHS agrees to the principles of progressive discipline where appropriate and to due process as set forth in this Section. It is the intent that disciplinary action be corrective in nature and will only be administered for just cause.

- 416. 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 should be offered initially. Because progressive discipline does not make an employee competent, disciplinary steps may have to be skipped should retraining prove ineffective.

 - 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.

- 417. **Progressive Discipline Steps.** The following are the progressive disciplinary steps; they will be followed where appropriate. They should be initiated as soon as the continuation of the problem is evident, but in any event no later than 3 months after the performance improvement stages have been followed (Article 30). The employee may have union representation at each of these steps in this Article. The step in the process is determined by factors including, but not limited to, severity of the offense, impact on patients, other employees and/or operations, date of the last discipline, and other mitigating or aggravating factors.

- 418. **Reminder One and Reminder Two.** At both of these steps in the disciplinary process, an employee will be entitled to union representation in the event of an Weingarten meeting and at the meeting during which the employee will be reminded of the policy standard or performance/behavioral expectation and his/her responsibility to meet it. The employee will be asked to make a commitment to correct the issue and if ~~one~~ that commitment is made, a memorandum memorializing the meeting and commitment will be jointly prepared by the supervisor/manager, the employee and the Union and signed. A copy will be shared with all parties to the conversation and the memorandum will be placed in the employee's personnel file. If the employee does not want to accept the Reminder and instead wants to contest it, s/he will have the right to grieve Reminders One or Two to Step 3. In this case the

supervisor/manager will write the memorandum and that will be the basis for the grievance. In no event will supervisors, managers or HR be involved in, or recommend whether employees elect to accept a Reminder or appeal it. If the reminder is contested and upheld in the grievance process, it will be entered into the employee's personnel file and counted as a progressive step in the disciplinary process.

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

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

424. **Skelly Hearings.**

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

425. **Appeal Of Skelly Decision.** The Union or the employee shall have ten (10) days after receipt of the written Skelly decision in which to submit a written appeal of the discipline. Any appeal shall be pursued under Article 32, Grievance Procedure, by filing a grievance at Step 4 (arbitration).

426. **Weingarten Rights.**

- A. AHS will perform an investigation of allegations as needed, including Weingarten interviews.
- B. **Rights Described.** AHS shall permit employees to be represented during investigatory meetings consistent with the principles established by the United States Supreme Court in the matter *Weingarten vs. NLRB*, as modified by the courts and the NLRB.
- C. **Failure to Grant Weingarten Rights.** If an employee is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the employee is provided such rights and no disciplinary action shall take place until after the meeting is held.

427. **Implementation.**

- A. Counting Disciplinary Actions Given Prior to Implementation. Employees will be transitioned over to the new disciplinary system on the following scale:

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

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

- B. **Implementation, Communication and Monitoring Committee.** The parties agree that implementation, communication and monitoring the program is crucial to the program's success. A joint labor management team made up of no more than three general unit members and three RN unit members and no more than six management representatives will develop implementation plans including a timetable and communications to both supervisors/managers and employees. Union members will be given the requisite release time to attend the committee meetings. The committee will also monitor the program to keep it on track. The committee will have two months to implement the program and shall meet no less than once per week for whole days for this purpose.

Section 31.2 Personnel Files.

428. **Review of Personnel (H.R.) Files.** An employee, alone or accompanied by a Union Representative, shall have the right to review his/her personnel (H.R.) file or authorize his/her Union Representative in writing to conduct such a review. Upon presentation of a written authorization signed by the employee the Union Representative may request a copy of the employee's personnel record. AHS shall provide one copy of the record without charge. AHS may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available. Such inspections shall be arranged in advance with Human Resources.
429. **Placement and Removal of Disciplinary Material in Personnel (H.R.) File.** No disciplinary material shall be inserted in an employee's personnel (H.R.) file without his/her prior notice. Discipline will be removed from an employee's official personnel (H.R.) file upon request of the employee after two (2) years from the date of the Skelly Decision or Settlement Agreement. All requests must be presented in writing to the CNE/Department Manager or Designee. Provided that no discipline of a similar nature has taken place for two years, failure of the Employee to have the discipline removed does not grant permission for AHS to continue to utilize the materials in subsequent actions; materials that are greater than two years old are considered stale and unusable. This does not apply to disciplines for patient abuse.

ARTICLE 32. GRIEVANCE AND ARBITRATION

430. **Purpose and Definitions.** The purpose of the Grievance Procedure is to resolve disputes as expeditiously as possible. If an employee or the Union has a grievance or complaint, it shall be taken up in the manner set forth in this paragraph. References to an AHS manager or officer shall include his/her designee. A grievance is an allegation by an employee, group of employees or the Union that AHS has violated written AHS policies and procedures or interpretation or application of a provision of this MOU provided that the issue is within the scope of representation as defined in Government Code Section 3504.
431. **STEP 1. Informal Meeting with Supervisor.** As a preliminary step, the employee shall first confer with his/her supervisor, or other appropriate manager, to attempt to resolve the matter prior to filing a written grievance. If the matter is not resolved pursuant to this informal meeting, or if the supervisor/manager refuses to meet informally, a written grievance may be initiated at Step 2, as provided below. No grievance shall be processed

unless the employee or Union has attempted to meet with and/or notified the supervisor/manager. This preliminary step shall not apply to Union Grievances under Paragraph 437.

432. **STEP 2. Submission of Written Grievance to Labor Relations.** A grievance by an employee or groups of employees that remains unresolved after the informal meeting is to be submitted in writing to the AHS Labor Relations Manager within sixty (60) calendar days of the date upon which the grievant(s) or the Union knew the facts that gave rise to the grievance. The grievance shall state:
433. The section of the MOU or written policy or procedure violated;
- A. The detailed facts upon which it is based;
 - B. The remedy that is sought;
 - C. The date of the informal meeting with the supervisor/manager
434. Upon receipt of a Step 2 grievance, the AHS Labor Relations Manager shall designate (within five (5) calendar days) the AHS senior operational or administrative management representative with authority to grant the requested remedy or otherwise resolve the grievance. The designated AHS senior operational or administrative management representative shall meet with the grievant(s) and the Union Shop Steward and/or Union Representative within ten (10) calendar days of the receipt of the grievance from the Labor Relations Manager. The AHS senior operational or administrative management representative shall respond to the Step 2 grievance in writing within seven (7) calendar days of the Step 2 meeting. If the AHS senior operational or administrative management denies the requested remedy, the Union may appeal the matter to Step 3 within ten (10) calendar days of receipt of the written Step 2 response or, if there is no response, within twenty two (22) calendar days of the filing of the grievance at Step 2, the grievance shall automatically advance to Step 3.
435. **STEP 3. Meeting with the CEO.** Within ten (10) calendar days of receiving the request, there shall be a Step 3 meeting with the CEO or his/her designee, provided that any designee shall not be the same senior operational or administrative management representative who heard the grievance at Step 2. AHS shall provide the Union with its final written response within ten (10) days of the conclusion of the Step 3 meeting. If the grievance is not settled, within thirty (30) days of the written Step 3 response either party may request in writing that the matter be referred to Step 4, Arbitration.
436. **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.
437. **Union Grievances.** Grievances by the Union under Paragraphs 6, 7, or 8 of this MOU, Recognition, may be filed at Step 3 of the Grievance procedure.
438. **Time Limits.** Time Limits. The time limits established in the grievance procedure may only be waived by the mutual written agreement of the parties. No grievance or complaint shall

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

- 439. A monthly report of pending Step 2, Step 3 and Step 4 grievances shall be issued by Labor Relations to the affected Union and the Chief of Human Resources.
- 440. **Authority Of Arbitrator.** The arbitrator's award shall be final and binding on the parties. The arbitrator's authority shall be limited to the interpretation and application of specific provisions of this MOU or written AHS policies and procedures, and he/she shall have no power to add to, to subtract from or to change any of the terms or provisions of this MOU. The award shall be based upon the joint submission agreement of the parties, or in the absence of an agreed submission, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.
- 441. **Disciplinary Actions.** Appeals of disciplinary actions are covered under Article 31.
- 442. To expedite arbitrations and therefore speed justice for both the Union's members and AHS, the Union agrees to establish a panel within Local 1021 to screen what grievances and disciplinary actions move forward to arbitration.

ARTICLE 33. SUBCONTRACTING

- 443. **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.
- 444. 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.
- 445. AHS agrees that it will not subcontract bargaining unit work without the agreement of the Union.
- 446. Notwithstanding the above, AHS can, within reasonable discretion, subcontract out new lines of service that would normally be staffed with bargaining unit titles under the following two such subcontracting circumstances:
 - (1) Contracting out a service where there is a lead time longer than six months. In this case all the positions would be posted and positions would be filled pursuant to Article 27. Those positions that are not filled through that process would be contracted out.

- (2) Contract out a service where the lead time is less than 6 months and there are no available staff. In this case, the positions would be included in the subcontract.

The six (6) month lead time shall be measured from the time the decision is made to pursue the new line of service by the CEO, or his/her designee, or the Board of Trustees. If the Union does not respond within fourteen (14) days of notification, the failure to respond shall be understood as a waiver of its right to contest the subcontracting. If the Union does respond within the 14 day period, the parties will meet for up to 30 calendar days from the date of the Union's response to discuss the issues. AHS may move forward with the subcontract after the 30 day period and if the Union contends that AHS violated Paragraph 443 above, that alleged violation shall be subject to the grievance and arbitration procedure.

447. The intention to subcontract will be noticed to the union and the contract will last no longer than two years from the execution of the contract unless AHS and SEIU agree to an extension. After two years, AHS has the option of discontinuing the service or bringing the service in house and staffing it with bargaining unit employees. Under no circumstance shall any such subcontract result in the layoff of any bargaining unit employees without agreement between AHS and the Union. The Union and AHS shall meet in the Workforce Planning Committee quarterly to review the matter during the two (2) year period. The parties will meet concerning reasonable training through the SEIU Education Fund or other reasonable means for employees interested in any new positions created if the service is brought in house. Such training shall be offered during the two (2) year period in which the service is contracted out. 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 (August 20, 2000).

ARTICLE 34. SAFETY

448. **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 other applicable safety and health regulations and the Safety Committee. .
449. **AHS Safety Committee** AHS and the union shall establish a Safety Committee to review and insure compliance with the safety standards and plans set forth in this contract, with the assessment and plans performed by AHS safety consultants and with other safety measures the committee agrees to.
- A. The mutual goal of the committee is to review safety issues raised by the Union, make recommendations on security measures, security personnel, access to patient areas, training on both physical and psychological de-escalation, other training and other general patient and employee security concerns.
- B. **Frequency Of Meetings.** During the first six (6) months following ratification of this MOU, the Committee shall meet on a twice monthly basis for at least four hours in duration. After the first six months, the Committee shall meet on a monthly basis. The Committee may meet more frequently or longer by mutual agreement

- C. The Committee shall consist of not more than 12 members – 6 union-designated members: 2 from Highland, 2 from Fairmont, 1 from John George, and 1 from the free standing clinics, and 6 AHS designated members, 5 of whom shall be members of management from these respective locations and one of whom will be a member of the Executive Strategy Council. The Union designated members of the Committee may invite a representative of the Union to attend the meetings as an observer, and AHS may invite members of the AHS safety staff and either party can invite outside safety consultants to attend as guests.
 - D. **Orientation/Training.** AHS will provide orientation/training to the members of the Safety Committee on the current safety plans, on the assessment or plans created by AHS safety consultants, on the security personnel and on compliance with the measures set forth in this contract.
 - E. **Release Time.** Full-time or part-time employees who have been formally designated as Union safety committee representatives pursuant to Paragraph C 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.
 - F. **Cal/OSHA Log.** AHS will prepare and circulate one (1) copy of the AHS Cal/OSHA log to SEIU on a quarterly basis. These reports will also be made available to the Safety Committee, and will be posted on departmental bulletin boards.
 - G. The parties agree that the Workplace Safety Guidelines outlined in paragraph 450 and safety plans may need to vary or be amended depending upon the opening/closing of locations, new building codes, state legislation regarding acute care or SNF safety measures etc. It is the intent of AHS to comply with the Guidelines outlined in paragraph 450 upon ratification of the contract, and for the Safety Committee to continue to review and assess the effectiveness of these measures, and where appropriate, make recommendations to add to or alter them.
450. **Workplace Violence Guidelines** AHS shall ensure compliance with AHS' workplace violence guidelines. AHS will initiate strong violence and abuse prevention programs including:
- A. AHS will ensure that all employees receive Crisis Prevention Training. Certified CPI instructors will schedule and provide training based on assessment of needs – high, medium, low. Annual refresher training will also be provided and documented. AHS will also implement active shooter training and education.
 - B. AHS will report any injury or illness stemming from workplace safety or workplace violence to the appropriate agencies i.e., CAL-OSHA, Dept of Health, etc;
 - C. AHS will provide the assaulted employees(s) with medical and psychological services.
 - D. AHS will immediately develop and implement policies and procedures relating to the detection, removal, storage and disposition of any weapons or dangerous instruments found on patients, family members, visitors or others;
 - E. AHS will provide security cameras that are monitored 24/7 and other surveillance of John George Psychiatric Hospital, Fairmont Hospital and clinic entrances and exits including all parking areas. Upon request, AHS will provide escorts to cars and physical protection to

workers. Additional cameras will be added at JGPP as well as additional lighting for the parking lots.

- F. If a visitor or family member at any facility becomes abusive or violent, the Sheriff's Department or security personnel will remove them straightaway;
- G. AHS will increase random security patrols of the SNF unit and add a camera in the SNF lounge area and curved mirrors in hallways as well as duress alarms where necessary if the Safety Committee thinks it will be of benefit.
- H. AHS will assure that all employees have the right to police protection (call 911) when requested if an assault is being/has been committed. AHS will support the employee in this endeavor and throughout the police/court process;
- I. Assure that all affected employees are provided with copies upon their request of any documents relating to any incident of violence that affects them whether as victims or witnesses of the incident;
- J. One additional security guard in PES will be added to the schedule during the four hour block of time when PES has the most patients.
- K. AHS will issue a statement thanking SEIU for bringing safety concerns to the attention of management.
- L. Staffing: If a patient is at any AHS facility with a history of violence or on a 5150 the attending physician or psychiatrist can determine to staff that patient with 1:1 or 2:1, including during transports, with recommendation from the appropriate nursing personnel, who in turn will take input from all affected unit staff. In the event there is a disagreement about appropriate staffing levels for such patients, nursing staff will escalate the dispute to the unit manager and above.
- M. Fairmont B-2. The parties recognize that the workplace safety situation at B-2 at Fairmont is complex and critical. AHS agrees to prioritize the issues there, including assuring that the employees who work there receive CPI and other appropriate training to assure that they are prepared to care for the patients appropriately. AHS will work with the union designated representatives immediately and in an ongoing basis to insure that the safety of the patients and workers is not continually put at risk. In addition to a sub-committee of the Safety Committee that will create a Specialized Code Grey and other long-term protocols for violent situation, AHS agrees in the interim to staff Fairmont with a Harm Reduction Team. In addition, any staff assaulted on the job will be offered a different patient load starting the next scheduled shift for one month so they do not have to care for the patient who assaulted them. In addition to the work of the Fairmont Subcommittee, AHS human resources leadership will assess whether the work performed in B-2 is more complex and therefore warrants a differential in compensation.

ARTICLE 35. SOCIAL SERVICES CASELOADS

MEDICAL SOCIAL WORKERS

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

PSYCHIATRIC SOCIAL WORKERS

Caseload of 8	Caseload of 9	Caseload of 10	Caseload of 12
3 Groups/Day	2 Groups/Days	1 Group/Day	No Groups

Psych Social Worker/PES	Caseload of 10
Outpatient Psych	Caseload of 24
Substance Abuse	Caseload of 25
Sexual Assault	Caseload of 50
Domestic Violence	Caseload of 50

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

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

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

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

REHABILITATION COUNSELORS:

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

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

ARTICLE 36. SAVINGS CLAUSE

453. 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 37. ENACTMENT

454. 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.
455. 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 38. NO STRIKE, NO LOCKOUT

456. 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.
457. AHS will not lockout employees during the term of this Memorandum of Understanding.

ARTICLE 39. SCOPE OF AGREEMENT

458. 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 40. TERM OF MEMORANDUM


459. This Memorandum of Understanding shall become effective upon the approval of the Board of Trustees and shall remain in full effect to and including March 31, 2017.

SIGNED AND ENTERED INTO THIS 19th DAY OF Sept, 2014.

FOR AHS:

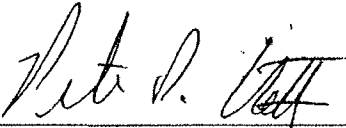


Jeanette Loudon-Corbett
Chief Human Resources Officer



Richard J. Dodson
Labor Relations Director

FOR LOCAL 1021, SEIU:



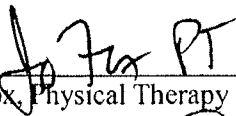
Pete Castelli, Executive Director



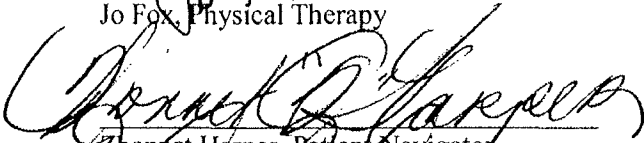
Briann Badelle, Social Services



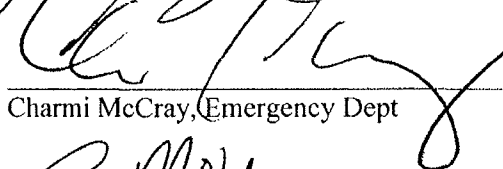
Helen Chu, Dietary



Jo Fox, Physical Therapy



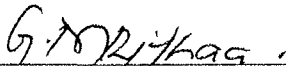
Zhomet Harper, Patient Navigator



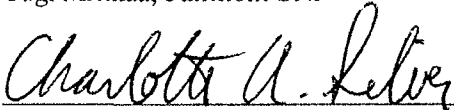
Charmi McCray, Emergency Dept



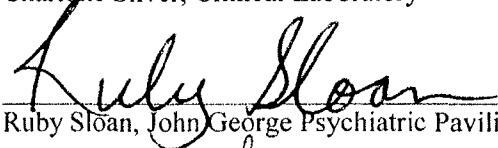
Lisa Mills, Winton Wellness



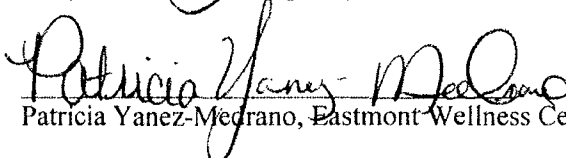
Tugi Mrithaa, Fairmont SNF



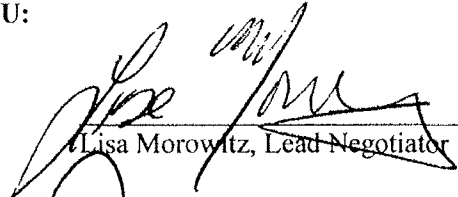
Charlotte Silver, Clinical Laboratory



Ruby Sloan, John George Psychiatric Pavilion



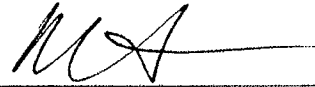
Patricia Yanez-Medrano, Eastmont Wellness Center



Lisa Morowitz, Lead Negotiator



Derrick Boutte, EVS



Mary Coughlin, Winton Wellness




Robin Grear, Dietary



Georgia Kilgore, EVS



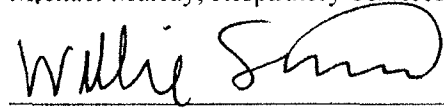
Taisha McCulloch, Fairmont SNF



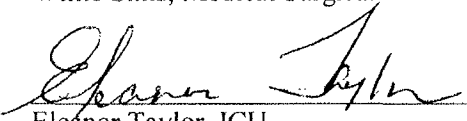
Wanda Morgan, Fairmont Pt. Services



Michael Murray, Respiratory Services



Willie Sims, Medical Surgical



Eleanor Taylor, ICU

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Appendix A

Job Classification	Group
Accountant I	One
Accountant II	One
Acupuncturist	One
Audiologist	One
Certified Diabetic Educator	One
Clinical Lab Scientist I	One
Clinical Lab Scientist II	One
Clinical Lab Scientist III	One
Clinical Lab Scientist, Trainee	One
Clinical Pharmacist Specialist	One
Clinical Pharmacist, Transitional Care	One
Clinical Psychologist	One
Clinical Research Associate	One
Clinical Social Worker	One
Dietitian I	One
Dietitian II	One
Health Educator I	One
Health Educator II	One
Health Educator III	One
Histotechnologist	One
Lead Occupational Therapist	One
Marriage/Fam Child Couns I	One
Marriage/Fam Child Couns II	One
Medical Social Worker I	One
Medical Social Worker I	One
Medical Social Worker II	One
Nutritionist	One
Nutritionist (Bilingual)	One
Occupational Therapist I	One
Occupational Therapist II	One
Pharmacist	One
Pharmacy Systems Analyst/Pharmacist	One
Physical Therapist I	One

Physical Therapist II	One
Programmer Analyst	One
Programmer I	One
Programmer II	One
Psychiatric Social Worker I	One
Psychiatric Social Worker II	One
Recreation Therapist I	One
Rehabilitation Counselor I	One
Rehabilitation Counselor II	One
Social Worker I	One
Social Worker II	One
Social Worker III	One
Social Worker, Palliative Care	One
Speech Pathologist I	One
Speech Pathologist II	One
Vascular Technologist	One
Activity Therapist	Two
Anesthesia Technician	Two
Cardiac Sonographer I	Two
Cardiac Sonographer II	Two
Cardiovascular Technician I	Two
Cardiovascular Technician II	Two
Cardiovascular Technician II Registered	Two
Cardiovascular Tech-Invasive Specialist	Two
Central Sterile Processing Tech	Two
Certified Radiologic Tech-Invasive Specialist	Two
Dental Assistant	Two
Dental Hygienist	Two
Electrocardiograph Tech	Two
Electroencephalograph Tech I	Two
Electroencephalograph Tech II	Two
Emergency Department Technician	Two
HIM Technician I	Two
HIM Technician II	Two
HIM Technician III	Two
Laboratory Assistant I	Two
Laboratory Assistant II	Two
Laboratory Assistant III	Two
Lactation Consultant	Two
Licensed Vocational Nurse	Two
LVN IV Certified	Two
LVN IV Certified - 12 Hr	Two

LVN IV Certified - 12 Hr 2.5%	Two
Mammo/Quality Assurance Tech	Two
Medical Assistant	Two
Medical Clerk	Two
Medical Clerk - 12 Hr	Two
Medical Clerk - 12 Hr 2.5%	Two
MRI Tech	Two
Nuclear Medicine Technologist	Two
Nutrition Assistant	Two
Occupational Therapy Assistant	Two
Operating Room Biller	Two
Patient Navigator	Two
Pharmacy Technician	Two
Physical Therapy Assistant	Two
Psychiatric Technician	Two
Pulmonary Function Tech	Two
Pulmonary Function Tech - 12 Hr	Two
Radiology Technologist I	Two
Radiology Technologist II	Two
Radiology Technologist III	Two
Radiology Technologist IV	Two
Regist Respiratory Therapist	Two
Regist Respiratory Therapist - 12 Hr	Two
Respiratory Care Pract I	Two
Respiratory Care Pract II	Two
Respiratory Care Pract II - 12 Hr	Two
Senior Respiratory Care Pract	Two
Senior Respiratory Care Pract - 12 Hr	Two
Sonographer I	Two
Sonographer II	Two
Sonographer III	Two
Surgical Technician	Two
Telemetry Monitor Technician	Two
Account Clerk I	Three
Account Clerk II	Three
Accounting Specialist	Three
Accounts Payable Clerk I	Three
Accounts Payable Clerk II	Three
Administrative Assistant	Three
Assistant Cook	Three
Billing Technician I	Three
Billing Technician II	Three
Billing Technician III	Three

Buyer I	Three
Buyer II	Three
Central Supply Technician I	Three
Central Supply Technician II	Three
Central Supply Technician III	Three
Clerk I	Three
Clerk II	Three
Clerk Intermittent I (SAN)	Three
Clerk Intermittent II	Three
Community Outreach Worker	Three
Computer Operator I	Three
Computer Operator II	Three
Cook	Three
Credentials Specialist	Three
Data Entry Operator	Three
Data Input Clerk	Three
Data Processing Tech I	Three
Data Processing Tech II	Three
Diet Clerk	Three
Eligibility Clerk	Three
Eligibility Clerk (Bilingual)	Three
Eligibility Specialist I	Three
Eligibility Specialist I (Bilingual)	Three
Eligibility Specialist II	Three
Eligibility Specialist II (Bilingual)	Three
Eligibility Specialist III	Three
Food Service Worker	Three
Gardener I	Three
Gardener I	Three
Gardener II	Three
Health Services Trainee	Three
Hospital Maintenance Porter	Three
Housekeeping Worker	Three
Information Systems Tech I	Three
Information Systems Tech II	Three
Inhalation Therapy Aide	Three
Interpreter Svcs Dispatcher	Three
Laboratory Technician	Three
Laundry Service Worker	Three
Lead Clerk	Three
Lead Janitor	Three
Lead Medical Transcriptionist	Three
Library Assistant I	Three

Library Assistant II	Three
Library Clerk II	Three
Materials Management Technician I	Three
Materials Management Technician II	Three
Materials Management Technician III	Three
Medical Records Technician	Three
Medical Transcriptionist	Three
Medical Translator I	Three
Medical Translator II	Three
Med Translator/Interpreter III	Three
Mental Health Specialist I	Three
Mental Health Specialist II	Three
Mental Health Specialist III	Three
Messenger	Three
Morgue Attendant	Three
Nursing Assistant	Three
Nursing Assistant - 12 Hr	Three
Nursing Assistant - 12 Hr 2.5%	Three
Occupational Therapy Aide	Three
Orthopedic Technician	Three
Panel Management Coordinator	Three
Patient Care Access Coordinator	Three
Patient Care Access Coordinator (Bilingual)	Three
Patient Services Coordinator	Three
Patient Services Tech I	Three
Patient Services Tech II	Three
Patient Services Tech III	Three
Payroll Administrator	Three
Payroll Records Clerk	Three
Physical Therapy Aide	Three
Programming Technician I	Three
Programming Technician II	Three
Public Health Nursing Assistant	Three
Recreation Assistant	Three
Sanitation Assistant	Three
Secretary I	Three
Senior Food Service Worker	Three
Senior Hospital Maint Porter	Three
Specialist Clerk	Three
Specialist Clerk (Bilingual)	Three
Stenographer I	Three
Stenographer II	Three

Substance Abuse Counselor	Three
Supply Clerk I	Three
Supply Clerk II	Three
Supply Coordinator, Perioperative Services	Three
Switchboard Operator	Three
Transcriptionist	Three
Transportation Program Worker	Three
Transportation Worker	Three
Vocational Services Spec II	Three

Appendix B Wage Scales

SEIU General Rates Effective 06/19/2016

Job Classification	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity Rate
Accountant I	One			\$ 33.8924	\$ 35.3905	\$ 37.0361					\$ 37.7768
Accountant II	One	\$ 31.6083	\$ 32.9768	\$ 34.5424	\$ 36.1820	\$ 37.7831					\$ 38.5388
Acupuncturist	One	\$ 32.1363	\$ 33.7204	\$ 35.3782	\$ 37.1466	\$ 39.0411					\$ 39.8220
Audiologist	One	\$ 46.0249	\$ 48.3212	\$ 50.6300	\$ 53.0981	\$ 55.2604	\$ 56.3655	\$ 57.4928			\$ 58.6427
Certified Diabetic Educator	One	\$ 36.9994	\$ 38.7797	\$ 40.7938	\$ 42.8689	\$ 49.3529					\$ 50.3399
Certified Diabetic Educator (SAN)	One	\$ 43.2414									\$ 44.1062
Clinical Lab Scientist I	One		\$ 42.5263	\$ 44.4647	\$ 46.4166	\$ 48.5033	\$ 50.9399	\$ 53.4842	\$ 54.8212		\$ 55.9177
Clinical Lab Scientist I (SAN)	One	\$ 58.1105									\$ 59.2727
Clinical Lab Scientist II	One	\$ 44.5682	\$ 46.4764	\$ 48.5544	\$ 50.8024	\$ 53.0112	\$ 55.6654	\$ 58.4517	\$ 59.9128		\$ 61.1111
Clinical Lab Scientist II (SAN)	One	\$ 63.5076									\$ 64.7778
Clinical Lab Scientist III	One	\$ 48.4628	\$ 50.7893	\$ 52.8936	\$ 55.5337	\$ 58.2392	\$ 61.1538	\$ 64.2058	\$ 65.8109		\$ 67.1271
Clinical Lab Scientist, Trainee	One					\$ 30.0425	\$ 31.5382	\$ 33.1374	\$ 33.9658		\$ 34.6451
Clinical Pharmacist Specialist	One	\$ 65.3742	\$ 68.6418	\$ 72.0726	\$ 75.7046	\$ 79.4645					\$ 81.0538
Clinical Pharmacist, Transitional Care	One	\$ 64.9234	\$ 67.4974	\$ 70.1554	\$ 72.9899	\$ 75.8482					\$ 77.3652
Clinical Psychologist	One			\$ 53.0242	\$ 55.6514	\$ 58.1764					\$ 59.3399
Clinical Research Associate	One	\$ 36.3239	\$ 38.1413	\$ 40.0568	\$ 42.0709	\$ 44.1623					\$ 45.0456
Clinical Social Worker	One	\$ 42.0619	\$ 44.0501	\$ 46.1204	\$ 48.3410	\$ 50.5893					\$ 51.6010
Dietitian I	One			\$ 34.3468	\$ 35.9432	\$ 37.7850					\$ 38.5406
Dietitian I (SAN)	One			\$ 36.4075	\$ 38.0998	\$ 40.0522					\$ 40.8532
Dietitian II	One	\$ 37.7850	\$ 39.5412	\$ 41.4445	\$ 43.3725	\$ 45.3628					\$ 46.2701
Dietitian II (SAN)	One	\$ 43.9312									\$ 44.8098
Health Educator I	One		\$ 27.9694	\$ 29.1272	\$ 30.4465	\$ 31.8157					\$ 32.4520
Health Educator II	One			\$ 34.9400	\$ 36.6577	\$ 38.3753					\$ 39.1428
Health Educator III	One		\$ 39.8949	\$ 40.8917	\$ 41.9147	\$ 42.9621					\$ 43.8215
Histotechnologist	One	\$ 33.0083	\$ 34.5679	\$ 36.1642	\$ 37.7607	\$ 39.3570					\$ 40.1443
Lead Occupational Therapist	One	\$ 48.2127	\$ 50.6182	\$ 53.0348	\$ 55.6222	\$ 57.8871	\$ 59.0449	\$ 60.2257			\$ 61.4302
Marriage/Fam Child Couns I	One		\$ 39.3570	\$ 40.9780	\$ 42.8936	\$ 45.1164					\$ 46.0186
Marriage/Fam Child Couns II	One		\$ 42.8936	\$ 45.1163	\$ 47.2529	\$ 49.4265					\$ 50.4150
Medical Social Worker I	One		\$ 39.1660	\$ 41.0527	\$ 42.8779	\$ 44.9249					\$ 45.8234
Medical Social Worker I	One		\$ 39.0010	\$ 40.8798	\$ 42.6972	\$ 44.7356					\$ 45.8234
Medical Social Worker II	One		\$ 42.8678	\$ 44.9145	\$ 46.9982	\$ 49.1858					\$ 50.1695
Medical Social Worker II (SAN)	One	\$ 47.6094									\$ 48.5616
Nutritionist	One	\$ 36.5693	\$ 38.1413	\$ 40.0568	\$ 41.9113	\$ 43.9070					\$ 44.7851
Nutritionist (Bilingual)	One	\$ 38.0322	\$ 39.6668	\$ 41.6591	\$ 43.5877	\$ 45.6633					\$ 46.5766
Occupational Therapist I	One	\$ 42.5404	\$ 44.5071	\$ 46.4739	\$ 48.7727	\$ 51.1884	\$ 52.2122	\$ 53.2564			\$ 54.3215
Occupational Therapist I (SAN)	One			\$ 51.3911		\$ 56.5886					\$ 57.7204
Occupational Therapist II	One	\$ 46.0249	\$ 48.3212	\$ 50.6300	\$ 53.0981	\$ 55.2604	\$ 56.3655	\$ 57.4928			\$ 58.6427
Pharmacist	One	\$ 61.5664	\$ 64.3313	\$ 67.7117	\$ 70.8536	\$ 74.4067					\$ 75.8947
Pharmacist (SAN)	One	\$ 74.4066									\$ 75.8947
Pharmacy Systems Analyst/Pharmacist	One	\$ 63.7358	\$ 66.2628	\$ 68.8720	\$ 71.6546	\$ 74.4606					\$ 75.9498
Physical Therapist I	One	\$ 42.5404	\$ 44.5071	\$ 46.4739	\$ 48.7727	\$ 51.1884	\$ 52.2122	\$ 53.2564			\$ 54.3215

SEIU General Rates Effective 06/19/2016

Job Classification	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity Rate
Physical Therapist I (SAN)	One			\$ 51.3911		\$ 56.6013					\$ 57.7334
Physical Therapist II	One	\$ 46.0249	\$ 48.3212	\$ 50.6300	\$ 53.0981	\$ 55.2604	\$ 56.3655	\$ 57.4928			\$ 58.6427
Programmer Analyst	One	\$ 40.1798	\$ 42.0831	\$ 43.9743	\$ 46.1109	\$ 48.3213					\$ 49.2879
Programmer I	One	\$ 32.7136	\$ 34.2363	\$ 35.6240	\$ 37.3678	\$ 39.1729					\$ 39.9564
Programmer II	One	\$ 37.9081	\$ 39.7377	\$ 41.5798	\$ 43.6059	\$ 45.6076					\$ 46.5197
Psychiatric Social Worker I	One		\$ 39.5105	\$ 41.1378	\$ 43.0610	\$ 45.2922					\$ 46.1981
Psychiatric Social Worker II	One		\$ 43.4916	\$ 45.7451	\$ 47.9117	\$ 50.1130					\$ 51.1152
Psychiatric Social Worker II (SAN)	One	\$ 49.6167									\$ 50.6090
Recreation Therapist I	One		\$ 35.1574	\$ 36.5940	\$ 38.3132	\$ 39.9710					\$ 40.7705
Rehabilitation Counselor I	One	\$ 37.8253	\$ 39.5145	\$ 41.1418	\$ 43.0650	\$ 45.2966					\$ 46.2026
Rehabilitation Counselor II	One	\$ 41.1418	\$ 43.0650	\$ 45.3006	\$ 47.4420	\$ 49.6218					\$ 50.6142
Rehabilitation Counselor II (SAN)	One			\$ 48.0187	\$ 48.3544	\$ 50.5786					\$ 51.5901
Social Worker I	One	\$ 29.4840	\$ 30.7979	\$ 32.1488	\$ 33.5978	\$ 35.1819					\$ 35.8856
Social Worker II	One	\$ 32.1363	\$ 33.5977	\$ 35.1696	\$ 36.7168	\$ 38.2493					\$ 39.0142
Social Worker III	One	\$ 32.9891	\$ 34.6658	\$ 36.3917	\$ 38.2037	\$ 40.1164					\$ 40.9188
Social Worker, Palliative Care	One	\$ 47.9465	\$ 50.2130	\$ 52.5730	\$ 55.1043	\$ 57.6669					\$ 58.8203
Speech Pathologist I	One	\$ 42.5404	\$ 44.5071	\$ 46.4739	\$ 48.7727	\$ 51.1865					\$ 52.2102
Speech Pathologist II	One	\$ 46.0249	\$ 48.3212	\$ 50.6300	\$ 53.0981	\$ 55.2604	\$ 56.3655	\$ 57.4928			\$ 58.6427
Speech Pathologist II (SAN)	One	\$ 53.6678									\$ 54.7412
Vascular Technologist	One	\$ 39.4676	\$ 41.4446	\$ 43.5076	\$ 45.6935	\$ 47.9530					\$ 48.9120
Activity Therapist	Two	\$ 35.8935	\$ 37.5800	\$ 39.2060	\$ 41.0608	\$ 43.0723					\$ 43.9338
Anesthesia Technician	Two	\$ 30.4253	\$ 31.8104	\$ 33.1234	\$ 34.6169	\$ 36.1770					\$ 36.9006
Cardiac Sonographer I	Two	\$ 40.4628	\$ 42.4862	\$ 44.6102	\$ 46.8406	\$ 49.1826	\$ 51.6419	\$ 54.7437			\$ 55.8386
Cardiac Sonographer II	Two	\$ 46.7111	\$ 49.0464	\$ 51.4987	\$ 54.0737	\$ 56.7775	\$ 59.6164	\$ 63.1973			\$ 64.4612
Cardiovascular Technician I	Two		\$ 32.3044	\$ 33.8943	\$ 35.6046	\$ 37.3994					\$ 38.1473
Cardiovascular Technician II	Two	\$ 40.6513	\$ 42.7231	\$ 44.8393	\$ 47.0834	\$ 49.4221					\$ 50.4105
Cardiovascular Technician II Registered	Two			\$ 40.3345	\$ 42.7550	\$ 45.3291	\$ 48.0449	\$ 50.9259	\$ 53.5118	\$ 54.5743	\$ 55.6659
Cardiovascular Tech-Invasive Specialist	Two			\$ 40.3345	\$ 42.7550	\$ 45.3291	\$ 48.0449	\$ 50.9259	\$ 53.5118	\$ 54.5743	\$ 55.6659
Cardiovascular Tech-Invasive Specialist (SAN)	Two	\$ 42.3512									\$ 43.1982
Central Sterile Processing Tech	Two	\$ 24.2199	\$ 24.8245	\$ 25.4412	\$ 26.0821	\$ 26.7355					\$ 27.2703
Central Sterile Processing Tech (SAN)	Two	\$ 26.7133									\$ 27.2476
Certified Radiologic Tech-Invasive Specialist	Two			\$ 47.8029	\$ 49.5263	\$ 51.5011	\$ 53.5598	\$ 55.7021	\$ 58.4789	\$ 61.3873	\$ 62.6149
Certified Radiologic Tech-Invasive Specialist (SAN)	Two	\$ 50.1930									\$ 51.1969
Dental Assistant	Two	\$ 25.6797	\$ 26.8118	\$ 27.8718	\$ 29.2087	\$ 30.4147					\$ 31.0230
Dental Assistant (SAN)	Two	\$ 29.2654									\$ 29.8507
Dental Hygienist	Two	\$ 30.9192	\$ 32.4368	\$ 33.8702	\$ 35.6168	\$ 37.2307					\$ 37.9754
Electrocardiograph Tech	Two	\$ 26.5347	\$ 27.6187	\$ 28.9197	\$ 30.1482	\$ 31.5045					\$ 32.1346
Electrocardiograph Tech (SAN)	Two	\$ 30.3657									\$ 30.9730
Electroencephalograph Tech I	Two	\$ 26.1734	\$ 27.3178	\$ 28.4620	\$ 29.7508	\$ 30.9794					\$ 31.5991
Electroencephalograph Tech II	Two	\$ 29.2414	\$ 30.1719	\$ 31.8094	\$ 33.1990	\$ 34.5785					\$ 35.2702
Emergency Department Technician	Two	\$ 26.6158	\$ 27.6886	\$ 28.7995	\$ 30.0001	\$ 31.2357					\$ 31.8604

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Job Classification	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity Rate
Emergency Department Technician (SAN)	Two	\$ 30.2395									\$ 30.8443
HIM Technician I	Two	\$ 25.4301	\$ 26.3201	\$ 27.1097	\$ 27.9772	\$ 28.8725					\$ 29.4500
HIM Technician I (SAN)	Two	\$ 28.4652									\$ 29.0345
HIM Technician II	Two	\$ 27.1172	\$ 28.2101	\$ 29.0502	\$ 30.5653	\$ 31.5641					\$ 32.1953
HIM Technician II (SAN)	Two	\$ 30.5027									\$ 31.1128
HIM Technician III	Two	\$ 30.3993	\$ 31.6245	\$ 32.8935	\$ 34.2646	\$ 35.6758					\$ 36.3893
HIM Technician III (SAN)	Two	\$ 34.5382									\$ 35.2290
Laboratory Assistant I	Two	\$ 22.1225	\$ 23.0418	\$ 24.1124	\$ 25.0434	\$ 26.1141	\$ 26.6363				\$ 27.1691
Laboratory Assistant I (SAN)	Two	\$ 25.3180									\$ 25.8244
Laboratory Assistant II	Two	\$ 23.6120	\$ 24.7175	\$ 25.6602	\$ 26.8317	\$ 27.9573	\$ 28.5164				\$ 29.0867
Laboratory Assistant III	Two	\$ 25.2528	\$ 26.1488	\$ 27.3708	\$ 28.5345	\$ 29.9058	\$ 30.5040				\$ 31.1139
Lactation Consultant	Two	\$ 36.1012	\$ 37.9669	\$ 39.4857	\$ 41.0651	\$ 42.7076					\$ 43.5618
Licensed Vocational Nurse	Two	\$ 31.3097	\$ 32.0614	\$ 32.8341	\$ 33.5777	\$ 34.4163	\$ 35.0940	\$ 35.8155			\$ 36.5316
Licensed Vocational Nurse (SAN)	Two	\$ 34.4759	\$ 35.0277	\$ 35.5794	\$ 36.2442	\$ 36.7959	\$ 37.5484	\$ 38.2758			\$ 39.0413
LVN IV CERT (SAN)	Two	\$ 35.9884	\$ 36.5549	\$ 37.1213	\$ 37.8036	\$ 38.3699	\$ 39.1060	\$ 39.8804			\$ 40.6780
LVN IV Certified	Two	\$ 32.4270	\$ 33.1788	\$ 33.9514	\$ 34.6950	\$ 35.5337	\$ 36.2113	\$ 36.9327			\$ 37.6714
LVN IV Certified - 12 Hr	Two	\$ 34.4675	\$ 35.2803	\$ 36.1154	\$ 36.9193	\$ 37.8256	\$ 38.5640	\$ 39.3306			\$ 40.1171
LVN IV Certified - 12 Hr (former 8)	Two	\$ 35.3292	\$ 36.1623	\$ 37.0183	\$ 37.8423	\$ 38.7712	\$ 39.5281	\$ 40.3139			\$ 41.1200
Mammo/Quality Assurance Tech	Two	\$ 46.6148	\$ 49.1300	\$ 51.6329	\$ 54.1479	\$ 56.6566					\$ 57.7898
Medical Assistant	Two	\$ 24.4468	\$ 25.4905	\$ 26.5342	\$ 27.5902	\$ 28.9237					\$ 29.5023
Medical Assistant (SAN)	Two	\$ 27.8609									\$ 28.4181
Medical Clerk	Two	\$ 23.7886	\$ 24.8363	\$ 25.8482	\$ 27.0647	\$ 28.1599					\$ 28.7230
Medical Clerk - 12 Hr	Two	\$ 25.7153	\$ 26.8479	\$ 27.9416	\$ 29.2566	\$ 30.4405					\$ 31.0494
Medical Clerk - 12 Hr	Two	\$ 26.3582	\$ 27.5191	\$ 28.6401	\$ 29.9880	\$ 31.2015					\$ 31.8256
Medical Clerk - 12 Hr (former 8)	Two	\$ 27.0171	\$ 28.2071	\$ 29.3561	\$ 30.7377	\$ 31.9816					\$ 32.6213
Medical Clerk (SAN)	Two	\$ 27.1406									\$ 27.6834
MRI Tech	Two	\$ 44.3317	\$ 46.0654	\$ 47.7992	\$ 49.5206	\$ 51.4986	\$ 53.5620	\$ 55.7044	\$ 58.4823	\$ 61.3880	\$ 62.6158
Nuclear Medicine Technologist	Two	\$ 48.7649	\$ 50.7302	\$ 52.7657	\$ 54.9655	\$ 57.2292					\$ 58.3738
Nutrition Assistant	Two	\$ 27.3177	\$ 28.4619	\$ 29.6784	\$ 31.0756	\$ 32.4189					\$ 33.0673
Nutrition Assistant (SAN)	Two	\$ 31.1629	\$ 31.7781	\$ 32.3938	\$ 33.9216	\$ 35.3868					\$ 36.0945
Occupational Therapy Assistant	Two	\$ 28.4996	\$ 29.6401	\$ 30.8154	\$ 32.0607	\$ 33.3642	\$ 34.0314				\$ 34.7120
Operating Room Biller	Two	\$ 34.7046	\$ 36.1206	\$ 37.5763	\$ 39.1507	\$ 40.4180					\$ 41.2265
Patient Navigator	Two	\$ 28.5547	\$ 29.4683	\$ 30.9123	\$ 32.2415	\$ 33.6279					\$ 34.3004
Pharmacy Technician	Two	\$ 26.4744	\$ 27.6308	\$ 28.7751	\$ 30.1845	\$ 31.4543	\$ 32.0835				\$ 32.7251
Pharmacy Technician (SAN)	Two	\$ 31.4544									\$ 32.0835
Physical Therapy Assistant	Two	\$ 28.4997	\$ 29.6402	\$ 30.8155	\$ 32.0607	\$ 33.3642	\$ 34.0313				\$ 34.7120
Psychiatric Technician (SAN)	Two	\$ 34.2813									\$ 34.9669
Psychiatric Technician	Two		\$ 30.0277	\$ 31.3408	\$ 32.8222	\$ 34.2811					\$ 34.9667
Pulmonary Function Tech	Two			\$ 41.6271	\$ 43.5954	\$ 45.6754	\$ 47.9550	\$ 50.3654			\$ 51.3727
Pulmonary Function Tech - 12 Hr	Two			\$ 43.6883	\$ 45.7535	\$ 47.9365	\$ 50.3290	\$ 52.8586			\$ 53.9158
Radiology Technologist I	Two	\$ 38.6129									\$ 39.3852

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Radiology Technologist II	Two	\$ 40.2687	\$ 42.2959	\$ 44.3101	\$ 46.3372	\$ 48.6668	\$ 49.8815	\$ 51.1239			\$ 52.1463
Radiology Technologist II (SAN)	Two	\$ 46.5256									\$ 47.4561
Radiology Technologist III	Two	\$ 43.2246	\$ 45.5656	\$ 47.8936	\$ 50.2346	\$ 52.5705	\$ 53.8835	\$ 55.2307			\$ 56.3352
Radiology Technologist III (SAN)	Two	\$ 50.2883									\$ 51.2941
Radiology Technologist IV	Two	\$ 47.5535	\$ 50.1169	\$ 52.6803	\$ 55.2307	\$ 57.7940	\$ 59.2327	\$ 60.7106			\$ 61.9248
Regist Respiratory Therapist	Two	\$ 41.3710	\$ 43.1847	\$ 45.1559	\$ 47.2717	\$ 49.4797	\$ 50.5048	\$ 51.4998			\$ 52.5298
Regist Respiratory Therapist - 12 Hr	Two	\$ 43.2094	\$ 45.1035	\$ 47.1625	\$ 49.3722	\$ 51.6785	\$ 52.7490	\$ 53.7882			\$ 54.8640
Regist Respiratory Therapist (SAN)	Two	\$ 47.5765									\$ 48.5280
Respiratory Care Pract I	Two	\$ 34.0010	\$ 35.5953	\$ 37.1146	\$ 38.7960	\$ 40.6144					\$ 41.4268
Respiratory Care Pract II	Two	\$ 37.3513	\$ 38.9829	\$ 40.7887	\$ 42.6819	\$ 44.6741	\$ 45.5962	\$ 46.5004			\$ 47.4304
Respiratory Care Pract II - 12 Hr	Two	\$ 39.2004	\$ 40.9126	\$ 42.8080	\$ 44.7949	\$ 46.8857	\$ 47.8535	\$ 48.8025			\$ 49.7786
Respiratory Care Pract II (SAN)	Two	\$ 44.6746									\$ 45.5681
Senior Respiratory Care Pract	Two	\$ 41.3748	\$ 43.2019	\$ 45.1668	\$ 47.2818	\$ 49.5095	\$ 50.4857	\$ 51.5030			\$ 52.5330
Senior Respiratory Care Pract - 12 Hr	Two	\$ 43.2132	\$ 45.1216	\$ 47.1738	\$ 49.3827	\$ 51.7094	\$ 52.7290	\$ 53.7915			\$ 54.8674
Sonographer I	Two	\$ 46.6913	\$ 48.2969								\$ 49.2627
Sonographer II	Two	\$ 48.7485	\$ 50.5730	\$ 52.4632	\$ 54.4386	\$ 56.4798	\$ 58.1768	\$ 60.1415			\$ 61.3443
Sonographer II (SAN)	Two	\$ 55.0864									\$ 56.1881
Sonographer III	Two	\$ 50.7005	\$ 52.6015	\$ 54.5535	\$ 56.6202	\$ 58.7380	\$ 60.4987	\$ 62.7595	\$ 65.6785	\$ 68.7404	\$ 70.1153
Surgical Technician	Two	\$ 31.9796	\$ 33.4295	\$ 34.8056	\$ 36.3657	\$ 38.0122					\$ 38.7724
Surgical Technician (SAN)	Two	\$ 36.5459									\$ 37.2768
Telemetry Monitor Technician	Two	\$ 23.3078	\$ 24.2471	\$ 25.2201	\$ 26.2715	\$ 27.3535					\$ 27.9005
Account Clerk I	Three	\$ 21.0867	\$ 22.0176	\$ 22.9486	\$ 23.8563	\$ 25.0286	\$ 25.5291				\$ 26.0396
Account Clerk I (SAN)	Three	\$ 24.0960									\$ 24.5779
Account Clerk II	Three	\$ 22.5996	\$ 23.4956	\$ 24.6245	\$ 25.6253	\$ 26.7540	\$ 27.2892				\$ 27.8349
Accounting Specialist	Three	\$ 23.4026	\$ 24.6245	\$ 25.7300	\$ 27.1381	\$ 28.4299	\$ 28.9985				\$ 29.5784
Accounts Payable Clerk I	Three	\$ 22.1341	\$ 23.1114	\$ 24.1123	\$ 25.0550	\$ 26.2652	\$ 26.7906				\$ 27.3263
Accounts Payable Clerk II	Three	\$ 23.7283	\$ 24.6477	\$ 25.8579	\$ 26.9170	\$ 28.0783	\$ 28.6399				\$ 29.2128
Administrative Assistant	Three	\$ 27.7082	\$ 29.0814	\$ 30.3964	\$ 32.0722	\$ 33.6092	\$ 34.2814				\$ 34.9671
Assistant Cook	Three	\$ 19.1317	\$ 19.9346	\$ 20.8074	\$ 21.8315	\$ 22.6694	\$ 23.1229				\$ 23.5852
Billing Technician I	Three	\$ 22.2738	\$ 23.3094	\$ 24.1705	\$ 25.2761	\$ 26.4049	\$ 26.9330				\$ 27.4715
Billing Technician I (SAN)	Three	\$ 25.3790									\$ 25.8866
Billing Technician II	Three	\$ 23.6237	\$ 24.6826	\$ 25.7649	\$ 26.8704	\$ 28.0541	\$ 28.6152				\$ 29.1875
Billing Technician III	Three	\$ 25.5436	\$ 26.6958	\$ 27.9177	\$ 29.1281	\$ 30.2811	\$ 30.8867				\$ 31.5045
Buyer I	Three			\$ 25.1830	\$ 27.0916	\$ 28.3018	\$ 28.8678				\$ 29.4451
Buyer II	Three	\$ 31.0248	\$ 32.3398	\$ 33.9925	\$ 35.4936	\$ 37.1071	\$ 37.8492				\$ 38.6063
Central Supply Tech II (SAN)	Three	\$ 25.7091									\$ 26.2233
Central Supply Technician I	Three	\$ 21.5638	\$ 22.0758	\$ 22.6345	\$ 23.2162	\$ 23.7939	\$ 24.2699				\$ 24.7552
Central Supply Technician II	Three	\$ 23.3095	\$ 23.8914	\$ 24.4849	\$ 25.1015	\$ 25.7304	\$ 26.2451				\$ 26.7700
Central Supply Technician III	Three	\$ 25.1014	\$ 25.7300	\$ 26.3816	\$ 27.0216	\$ 27.7152	\$ 28.2696				\$ 28.8350
Clerk I	Three		\$ 20.4118	\$ 21.2262	\$ 22.2620	\$ 23.2047	\$ 23.6688				\$ 24.1422
Clerk I (SAN)	Three	\$ 22.2875									\$ 22.7333

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Clerk II	Three		\$ 23.2046	\$ 24.0657	\$ 25.1598	\$ 26.1298	\$ 26.6524				\$ 27.1853
Clerk II (SAN)	Three	\$ 25.2690									\$ 25.7744
Clerk Intermittent I (SAN)	Three	\$ 21.5755									\$ 22.0070
Clerk Intermittent II	Three	\$ 19.8067	\$ 20.7376	\$ 21.5755	\$ 22.4600	\$ 23.3561	\$ 23.8232				\$ 24.2996
Community Outreach Worker	Three	\$ 25.7765	\$ 26.9402	\$ 28.0574	\$ 29.3725	\$ 30.7168	\$ 31.3311				\$ 31.9577
Computer Operator I	Three	\$ 22.3668	\$ 23.3327	\$ 24.4149	\$ 25.4855	\$ 26.5655	\$ 27.0967				\$ 27.6388
Computer Operator II	Three	\$ 25.0316	\$ 26.1955	\$ 27.2777	\$ 28.5112	\$ 29.7215	\$ 30.3159				\$ 30.9222
Cook	Three		\$ 23.2862	\$ 24.3386	\$ 25.4389	\$ 26.4565	\$ 26.9857				\$ 27.5254
Cook (SAN)	Three	\$ 25.5555									\$ 26.0666
Credentials Specialist	Three	\$ 29.3490	\$ 30.8387	\$ 32.2003	\$ 34.0041	\$ 35.6183	\$ 36.3308				\$ 37.0573
Data Entry Operator	Three	\$ 22.1225	\$ 23.2048	\$ 24.0658	\$ 25.1598	\$ 26.1257	\$ 26.6483				\$ 27.1812
Data Input Clerk	Three	\$ 22.1224	\$ 23.2046	\$ 24.0657	\$ 25.1598	\$ 26.1298	\$ 26.6524				\$ 27.1853
Data Processing Tech I	Three	\$ 18.7826	\$ 19.6903	\$ 20.7027	\$ 21.8199	\$ 22.7858	\$ 23.2415				\$ 23.7064
Data Processing Tech II	Three	\$ 19.9114	\$ 20.9006	\$ 21.9479	\$ 23.0185	\$ 24.2172	\$ 24.7016				\$ 25.1956
Diet Clerk	Three	\$ 23.3792	\$ 24.3683	\$ 25.3458	\$ 26.5444	\$ 27.5802	\$ 28.1318				\$ 28.6945
Diet Clerk (SAN)	Three	\$ 26.6131	\$ 27.1401	\$ 27.6671	\$ 28.9757	\$ 30.1062	\$ 30.7083				\$ 31.3224
Eligibility Clerk	Three	\$ 23.3327	\$ 24.3683	\$ 25.3109	\$ 26.5562	\$ 27.6184	\$ 28.1708	\$ 28.7342			\$ 29.3090
Eligibility Clerk (Bilingual)	Three	\$ 24.2660	\$ 25.3430	\$ 26.3236	\$ 27.6184	\$ 28.7232	\$ 29.2977	\$ 29.8836			\$ 30.4813
Eligibility Clerk (SAN)	Three	\$ 26.5764									\$ 27.1079
Eligibility Clerk (SAN) Bilingual	Three	\$ 27.6398									\$ 28.1926
Eligibility Specialist I (SAN)	Three	\$ 28.1285									\$ 28.6911
Eligibility Specialist I	Three	\$ 24.6477	\$ 25.6835	\$ 26.7890	\$ 27.9993	\$ 29.2211	\$ 29.8055				\$ 30.4017
Eligibility Specialist I (Bilingual)	Three	\$ 25.6336	\$ 26.7108	\$ 27.8605	\$ 29.1192	\$ 30.3900	\$ 30.9980				\$ 31.6178
Eligibility Specialist II	Three	\$ 25.8230	\$ 26.9867	\$ 28.1272	\$ 29.5354	\$ 30.8015	\$ 31.4176				\$ 32.0460
Eligibility Specialist II (Bilingual)	Three	\$ 26.8560	\$ 28.0664	\$ 29.2523	\$ 30.7168	\$ 32.0335	\$ 32.6743				\$ 33.3276
Eligibility Specialist II (SAN)	Three	\$ 29.5336									\$ 30.1243
Eligibility Specialist III	Three	\$ 28.9185	\$ 30.1638	\$ 31.6122	\$ 32.9451	\$ 34.5653	\$ 35.2566				\$ 35.9617
Eligibility Specialist III (SAN)	Three	\$ 33.1928									\$ 33.8567
Food Service Worker	Three		\$ 22.1600	\$ 23.2862	\$ 24.2403	\$ 25.1253	\$ 25.6277				\$ 26.1404
Food Service Worker (SAN)	Three	\$ 24.4505									\$ 24.9395
Gardener I	Three	\$ 23.7401	\$ 24.6710	\$ 25.8580	\$ 27.0101	\$ 28.2321	\$ 28.7967				\$ 29.3726
Gardener I	Three	\$ 23.7401	\$ 24.6710	\$ 25.8580	\$ 27.0102	\$ 28.2320	\$ 28.7967				\$ 29.3726
Gardener II	Three	\$ 27.1730	\$ 28.4879	\$ 29.5934	\$ 31.0714	\$ 32.4595	\$ 33.1086				\$ 33.7709
Health Services Trainee	Three	\$ 17.6421	\$ 18.4218	\$ 19.1782	\$ 20.1092	\$ 20.8191	\$ 21.2355				\$ 21.6602
Hospital Maintenance Porter	Three	\$ 21.3078	\$ 22.2156	\$ 23.2862	\$ 24.3333	\$ 25.4642	\$ 25.9735				\$ 26.4929
Hospital Maintenance Porter (SAN)	Three	\$ 24.4505									\$ 24.9395
Housekeeping Worker	Three		\$ 21.6802	\$ 22.6693	\$ 23.6120	\$ 24.7259	\$ 25.2204				\$ 25.7248
Housekeeping Worker (SAN)	Three	\$ 23.8028									\$ 24.2789
Information Systems Tech I	Three	\$ 21.9013	\$ 23.0535	\$ 24.1357	\$ 25.3228	\$ 26.5446	\$ 27.0755				\$ 27.6171
Information Systems Tech II	Three	\$ 26.6494	\$ 27.9644	\$ 29.2795	\$ 30.8736	\$ 32.3400	\$ 32.9868				\$ 33.6466
Inhalation Therapy Aide	Three	\$ 23.0633	\$ 24.0129	\$ 25.0100	\$ 26.2207	\$ 27.4794	\$ 28.0290				\$ 28.5896

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Inhalation Therapy Aide (SAN)	Three	\$ 26.2606	\$ 27.3418	\$ 28.4771	\$ 29.8557	\$ 31.2888	\$ 31.9146				\$ 32.5528
Interpreter Svcs Dispatcher	Three	\$ 23.8913	\$ 25.1248	\$ 26.5444	\$ 27.9295	\$ 29.3259	\$ 29.9124				\$ 30.5107
Laboratory Technician	Three	\$ 27.3593	\$ 28.6044	\$ 29.9544	\$ 31.3392	\$ 32.8171	\$ 33.4736				\$ 34.1430
Laundry Service Worker	Three	\$ 19.8881	\$ 20.8073	\$ 21.7849	\$ 22.6345	\$ 23.5520	\$ 24.0230				\$ 24.5034
Lead Clerk	Three	\$ 23.3327	\$ 24.3683	\$ 25.3109	\$ 26.5562	\$ 27.6184	\$ 28.1708				\$ 28.7342
Lead Janitor	Three	\$ 22.2039	\$ 23.1116	\$ 24.2521	\$ 25.2995	\$ 26.4515	\$ 26.9806				\$ 27.5202
Lead Medical Transcriptionist	Three		\$ 28.9769	\$ 30.2336	\$ 31.5603	\$ 33.0150	\$ 33.6753				\$ 34.3487
Library Assistant I	Three	\$ 26.3002	\$ 27.4639	\$ 28.8137	\$ 30.0823	\$ 31.2613	\$ 31.8865				\$ 32.5243
Library Assistant II	Three	\$ 25.8464	\$ 26.9752	\$ 27.9993	\$ 29.3957	\$ 30.6411	\$ 31.2538				\$ 31.8789
Library Clerk II	Three		\$ 23.2048	\$ 24.0658	\$ 25.1598	\$ 26.1257	\$ 26.6483				\$ 27.1812
Materials Management Technician I	Three	\$ 20.7368	\$ 21.5864	\$ 22.6148	\$ 23.7104	\$ 24.7866	\$ 25.2824				\$ 25.7880
Materials Management Technician I (SAN)	Three	\$ 23.7455									\$ 24.2204
Materials Management Technician II	Three	\$ 23.9278	\$ 24.9084	\$ 26.0951	\$ 27.3592	\$ 28.6010	\$ 29.1729				\$ 29.7564
Materials Management Technician II (SAN)	Three	\$ 27.3999									\$ 27.9479
Materials Management Technician III	Three	\$ 27.5192	\$ 28.6469	\$ 30.0117	\$ 31.4656	\$ 32.8939	\$ 33.5517				\$ 34.2227
Materials Management Technician III (SAN)	Three	\$ 31.5123									\$ 32.1425
Medical Records Technician	Three	\$ 25.1947	\$ 26.3701	\$ 27.4057	\$ 28.7091	\$ 29.8574	\$ 30.4546				\$ 31.0637
Medical Transcriptionist	Three		\$ 26.4514	\$ 27.5570	\$ 28.7789	\$ 30.0390	\$ 30.6398				\$ 31.2527
Medical Translator I	Three			\$ 24.3103	\$ 25.4857	\$ 26.3817	\$ 26.9094				\$ 27.4475
Medical Translator II	Three	\$ 24.6011	\$ 25.8812	\$ 27.3474	\$ 28.7673	\$ 30.1964	\$ 30.8003				\$ 31.4163
Medical Translator II (SAN)	Three	\$ 28.7148									\$ 29.2891
Med Translator/Interpreter III	Three	\$ 25.3227	\$ 26.6492	\$ 28.1738	\$ 29.6284	\$ 31.1040	\$ 31.7261				\$ 32.3606
Mental Health Specialist I	Three	\$ 22.5996	\$ 23.6354	\$ 24.6012	\$ 25.6136	\$ 26.8239	\$ 27.3604				\$ 27.9076
Mental Health Specialist II	Three		\$ 25.8579	\$ 26.9867	\$ 28.2553	\$ 29.5307	\$ 30.1213				\$ 30.7237
Mental Health Specialist II (SAN)	Three	\$ 28.3360									\$ 28.9027
Mental Health Specialist III	Three	\$ 28.3601	\$ 29.5587	\$ 30.8736	\$ 32.3167	\$ 33.7131	\$ 34.3875				\$ 35.0753
Messenger	Three	\$ 20.8074	\$ 21.7385	\$ 22.5996	\$ 23.6469	\$ 24.5547	\$ 25.0457				\$ 25.5467
Morgue Attendant	Three	\$ 20.7724	\$ 21.8314	\$ 22.7507	\$ 23.7050	\$ 24.7984	\$ 25.2944				\$ 25.8004
Nursing Assistant	Three	\$ 22.2969	\$ 23.2746	\$ 24.2171	\$ 25.1947	\$ 26.3959	\$ 26.9238				\$ 27.4624
Nursing Assistant - 12 Hr	Three	\$ 24.1028	\$ 25.1595	\$ 26.1786	\$ 27.2353	\$ 28.5339	\$ 29.1045				\$ 29.6867
Nursing Assistant - 12 Hr (former 8)	Three	\$ 24.7054	\$ 25.7885	\$ 26.8331	\$ 27.9162	\$ 29.2472	\$ 29.8321				\$ 30.4289
Nursing Assistant (SAN)	Three	\$ 25.4278	\$ 25.9746	\$ 27.1896	\$ 28.4426	\$ 29.6765	\$ 30.2701				\$ 30.8754
Occupational Therapy Aide	Three	\$ 23.7050	\$ 24.5662	\$ 25.7649	\$ 26.8821	\$ 28.1389	\$ 28.7017				\$ 29.2758
Orthopedic Technician	Three	\$ 23.3212	\$ 24.2403	\$ 25.2528	\$ 26.4514	\$ 27.7637	\$ 28.3189				\$ 28.8853
Orthopedic Technician (SAN)	Three	\$ 26.5155									\$ 27.0460
Panel Management Coordinator	Three	\$ 27.0362	\$ 28.2420	\$ 29.4009	\$ 30.8660	\$ 32.0826	\$ 32.7243				\$ 33.3788
Panel Management Coordinator (SAN)	Three	\$ 30.8709									\$ 31.4883
Patient Care Access Coordinator	Three	\$ 28.5522	\$ 29.6842	\$ 30.8531	\$ 32.0996	\$ 33.3568	\$ 34.0238				\$ 34.7043
Patient Care Access Coordinator (Bilingual)	Three	\$ 29.6943	\$ 30.8716	\$ 32.0872	\$ 33.3836	\$ 34.6910	\$ 35.3847				\$ 36.0924
Patient Services Coordinator	Three	\$ 28.2787	\$ 29.7099	\$ 31.1762	\$ 32.7590	\$ 34.3882	\$ 35.0759				\$ 35.7775
Patient Services Tech I	Three	\$ 24.6478	\$ 25.6836	\$ 26.7890	\$ 27.9993	\$ 29.2212	\$ 29.8056				\$ 30.4018

SEIU General Rates Effective 06/19/2016

Job Classification	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Longevity Rate
Patient Services Tech II	Three	\$ 25.8231	\$ 26.9868	\$ 28.1273	\$ 29.5355	\$ 30.8039	\$ 31.4199				\$ 32.0485
Patient Services Tech III	Three	\$ 28.9187	\$ 30.1639	\$ 31.6069	\$ 32.9452	\$ 34.5628	\$ 35.2540				\$ 35.9591
Payroll Administrator	Three	\$ 28.9594	\$ 30.1760	\$ 31.4924	\$ 32.9181	\$ 34.3649	\$ 35.0521				\$ 35.7532
Payroll Records Clerk	Three	\$ 25.6253	\$ 26.7658	\$ 27.7547	\$ 29.0814	\$ 30.2811	\$ 30.8867				\$ 31.5045
Physical Therapy Aide	Three	\$ 23.7050	\$ 24.5662	\$ 25.7649	\$ 26.8821	\$ 28.1389	\$ 28.7017				\$ 29.2758
Physical Therapy Aide (SAN)	Three	\$ 27.0532	\$ 27.5717	\$ 28.9145	\$ 30.1727	\$ 31.5881	\$ 32.2200				\$ 32.8644
Programming Technician I	Three			\$ 25.7185	\$ 26.9868	\$ 28.3718	\$ 28.9391				\$ 29.5179
Programming Technician II	Three			\$ 27.7083	\$ 29.0233	\$ 30.2802	\$ 30.8859				\$ 31.5036
Public Health Nursing Assistant	Three	\$ 21.9712	\$ 22.9254	\$ 23.8797	\$ 24.8572	\$ 26.0443	\$ 26.5651				\$ 27.0964
Recreation Assistant	Three	\$ 23.2979	\$ 24.4383	\$ 25.7067	\$ 26.9752	\$ 28.1390	\$ 28.7017				\$ 29.2758
Sanitation Assistant	Three		\$ 22.1600	\$ 23.2862	\$ 24.2403	\$ 25.1253	\$ 25.6277				\$ 26.1404
Sanitation Assistant (SAN)	Three	\$ 24.4505									\$ 24.9395
Secretary I	Three	\$ 24.0657	\$ 25.1713	\$ 26.3235	\$ 27.4522	\$ 28.6714	\$ 29.2449				\$ 29.8297
Secretary I (SAN)	Three	\$ 27.6397									\$ 28.1925
Senior Food Service Worker	Three	\$ 22.3784	\$ 23.3212	\$ 24.1821	\$ 25.2528	\$ 26.3351	\$ 26.8618				\$ 27.3990
Senior Hospital Maint Porter	Three	\$ 22.3551	\$ 23.3212	\$ 24.4616	\$ 25.5087	\$ 26.6492	\$ 27.1822				\$ 27.7258
Specialist Clerk	Three	\$ 22.9835	\$ 23.9959	\$ 24.9735	\$ 26.1488	\$ 27.2069	\$ 27.7510				\$ 28.3060
Specialist Clerk (Bilingual)	Three	\$ 23.9029	\$ 24.9558	\$ 25.9724	\$ 27.1948	\$ 28.2952	\$ 28.8611				\$ 29.4384
Specialist Clerk (SAN)	Three	\$ 26.2222									\$ 26.7466
Stenographer I	Three		\$ 20.7610	\$ 21.6919	\$ 22.5879	\$ 23.5190	\$ 23.9893				\$ 24.4691
Stenographer II	Three			\$ 24.4150	\$ 25.4972	\$ 26.5563	\$ 27.0875				\$ 27.6291
Substance Abuse Counselor	Three	\$ 25.7765	\$ 26.9402	\$ 28.0574	\$ 29.3725	\$ 30.7168	\$ 31.3311				\$ 31.9577
Substance Abuse Counselor (SAN)	Three	\$ 29.4603									\$ 30.0495
Supply Clerk I	Three	\$ 21.1798	\$ 22.0758	\$ 23.1813	\$ 24.1007	\$ 25.2220	\$ 25.7265				\$ 26.2410
Supply Clerk I (SAN)	Three	\$ 24.3404									\$ 24.8272
Supply Clerk II	Three	\$ 21.5869	\$ 22.4715	\$ 23.5421	\$ 24.6826	\$ 25.8030	\$ 26.3190				\$ 26.8454
Supply Clerk II (SAN)	Three	\$ 24.7192									\$ 25.2136
Supply Coordinator, Perioperative Services	Three	\$ 25.5735	\$ 26.5862	\$ 27.6337	\$ 28.7500	\$ 29.8771	\$ 30.4746				\$ 31.0841
Switchboard Operator	Three		\$ 23.1891	\$ 24.7821	\$ 25.9185	\$ 26.9137	\$ 27.4519				\$ 28.0010
Switchboard Operator (SAN)	Three	\$ 26.0212									\$ 26.5416
Transcriptionist	Three			\$ 24.9970	\$ 26.1257	\$ 27.2312	\$ 27.7758				\$ 28.3315
Transportation Program Worker	Three		\$ 21.6802	\$ 22.6693	\$ 23.6120	\$ 24.7259	\$ 25.2204				\$ 25.7248
Transportation Worker	Three		\$ 21.6803	\$ 22.6694	\$ 23.6120	\$ 24.7293	\$ 25.2239				\$ 25.7283
Vocational Services Spec II	Three	\$ 28.4997	\$ 29.7449	\$ 31.0367	\$ 32.4331	\$ 34.0274	\$ 34.7080				\$ 35.4021

APPENDIX C

Agency Shop Confidential Exclusions

All present and future clerical positions assigned to the Human Resources Department.

APPENDIX D

Hours of Work – Twelve (12) Hour Shift

Eligible Classifications in the Nursing Department

Specialist Clerks

Respiratory Care Practitioner I

Respiratory Care Practitioner II (includes new RRT class)

Inhalation Therapy Aide

Mental Health Specialist I

Mental Health Specialist II

Mental Health Specialist III

Nursing Assistant

Licensed Vocational Nurse (including IV certified classification)

Surgical Technician

Medical Clerks

Psychiatric Technician (new classification)

APPENDIX E

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 F

Waiting Periods for Flexibly Staffed Classes (to be treated as one classification)

Six (6) Months

Clerk II - Clerk I

Billing Technician I – Clerk II

Computer Operator I – Computer Tech

Data Processing Technician II - Data Processing Technician I

Dietician II - Dietician I

Electroencephalograph Technician II - Electroencephalograph Technician I

Library Clerk II – Library Clerk I

Medical Translator II – Medical Translator I

Public Health Nursing Assistant II – Public Health Nursing Assistant I

Respiratory Care Practitioner II – Respiratory Care Practitioner I

Social Worker II – Social Worker I

Transcriptionist – Clerk II

Transcriptionist – Stenographer

One (1) Year

Accountant - Accountant Auditor

Billing Technical II - Billing Technician I

Buyer II - Buyer I

Cardiovascular Technician II - Cardiovascular Technician I

Central Supply Technician II - Central Supply Technician I

Clinical Laboratory Technologist II - Clinical Laboratory Technologist I

Financial Services Specialist II – Financial Services Specialist I

Health Educator II – Health Educator I

Information System Technician II - Information System Technician I

Laboratory Assistant II - Laboratory Assistant I

Librarian II - Librarian I

Library Assistant II – Library Assistant I

Marriage, Family and Child Counselor II – Marriage, Family and Child Counselor I

Medical Social Worker II – Medical Social Worker I

Mental Health Specialist II – Mental Health Specialist I

Network Services Analyst II – Network Services Analyst I

Network Support Technician II – Network Support Technician I

Nutrition Assistant II – Nutrition Assistant I

Occupational Therapist II – Occupational Therapist I

Patient Services Technician II – Patient Services Technician I

Physical Therapist II – Physical Therapist I

Psychiatric Social Worker II – Psychiatric Social Worker I

Rehabilitation Counselor II – Rehabilitation Counselor I

Software Analyst I – Software Analyst Trainee

Speech Pathologist II – Speech Pathologist I

Other titles

Any Respiratory Care Practitioner who is or becomes registered will be moved automatically up to Registered Respiratory Therapist.

APPENDIX G

Special Pay Provisions

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

Side letter of Agreement #1

Between AHS and SEIU Local 1021

Major Medical Supplemental Paid Sick Leave

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

Joe Anderson, Billing Technician II	330 hours
Eugene Caldwell, Hospital Maintenance Porter	330 hours
Laurie Garnier, Eligibility Specialist II	152.55 hours
Dorothy Hicks, LVN	330 hours
Dolores Jacobs, Secretary I	330 hours
Beverly Jew, Pharmacy Technician	352 hours
Roxanna Labrador, Eligibility Clerk	330 hours
Lillie Malone, Dental Assistant	330 hours
Alvina Martinez, Medical Clerk	.04 hours Resigned 10/30/05
Donald Mc Andrews, Housekeeping Worker	330 hours
James Morrill, Pharmacist	352 hours
Willie Perkins, Medical Clerk	320 hours
Deloria Smith, Housekeeping Worker	330 hours
Constance Ward, Nutritionist	330 hours

2. The Department Manager or designee in his/her sole discretion, may grant major medical supplemental paid sick leave in those instances in which:
3. The employee exhausted paid cumulative PTO and extended sick leave entitlement accrued pursuant to Article 11 hereof;
4. The employee's absence is caused by a serious injury or illness regarding prolonged absence from work;

5. The work or duties of the employee requesting such paid leave are being performed by others in the employees work unit and another person has not been hired or assigned to the work unit to perform such duties.
6. The injury or illness was not incurred in the course of employment; and
7. The employee has not incurred a break in service subsequent to June 24, 1979.
8. The Department Manager or designee's determination to deny major medical supplemental paid sick leave shall be final and non-grievable.

Side Letter of Understanding #2

Plan for Reduction in Force

Information	Projected effective date of layoff:	Date of Plan Submission:	
Affected Cost Centers			
Cost Center	Unit Name	Unit Manager	Manager Submitting Justification
Affected Titles			
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 or 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 he/she applied.

Justification

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

What functions are laid off positions performing and who will do 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 of Manager

Date: _____

Side Letter of Understanding #3

Re: ACERA Re-opener

At ACMC's request, the Union agrees to meet and confer with ACMC over possible changes to the ACERA plan for future employees.

ACMC shall provide the Union with a minimum 120 days notice prior to making any decision about the possible changes;

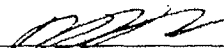
No changes can be put into effect unless there is agreement between ACMC and a majority of ACMC employees.

For the purposes of this Letter of Understanding, Article 22 of the Memorandum of Understanding between ACMC and the Union shall be suspended and not apply. Prior to suspension of this section the Union and Management will engage in joint discussion with the HR Committee of the Board of Trustees, participate in mediation, and the Union will give 30 days notice to ACMC prior to exercise of the right to strike.

For SEIU:

For ACMC:





Date: 2/9/12

Date: 2/9/12

Side Letter of Understanding # 4

Weekend Shift Only Positions- Pilot Program at John George Psychiatric Pavilion

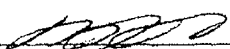
1. **Eligibility:** The program is available to all LVNs and LPTs who have completed Hospital and Department orientation. The final decision as to what areas the program is offered shall be at the reasonable discretion of the JGPP Director of Nursing.
2. **Availability:** Each manager/director will determine 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.
3. **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 Paragraph 228. Positions can also be .60 FTEs working only Saturday and Sunday.
4. **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 an 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 paragraph 6 below or receive the regular weekend and shift premium pursuant to Section 15.3 and receive full-time health and welfare benefits and full-time paid time off benefits.
5. **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.
6. **Incentive Differential:** Staff on the Weekend Plan will receive an 11% differential for days and 22% 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 16 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.
7. **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 commitment.

8. 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.
9. Parameters of Pilot. The pilot at JGPP 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 ACMC by mutual agreement of the parties.
10. If an employee is no longer working in the weekend only position either pursuant to paragraphs 7 or 9, then the employee shall have the right of return to his/her 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.

For SEIU:

For ACMC:





Date: 2/9/12

Date: 2/9/12

Side Letter of Understanding # 5 Union Offices

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

For SEIU:

For AHS:

Date: _____

Date: _____

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