

**COMPREHENSIVE TENTATIVE AGREEMENT  
BETWEEN ALAMEDA HEALTH SYSTEM AND  
SEIU LOCAL 1021 (RN UNIT)**

**September 28, 2017**

This Comprehensive Tentative Agreement between Alameda Health System and SEIU Local 1021 (RN Unit) is the full and final agreement between the parties for a successor Memorandum of Understanding to cover the period from April 1, 2017 through March 31, 2020.

**Duration and Wages**

**Duration:**

Alameda Health System proposes a three (3) year contract, commencing on April 1, 2017 through March 31, 2020.

**Wages:**

Effective Pay Period 14 of 2017, Alameda Health System agrees to pay an across-the-board wage increase of three percent (3.0%) for all classifications covered by this Agreement.

Effective Pay Period 14 of 2018, Alameda Health System agrees to pay an across-the-board wage increase of three percent (3.0%) for all classifications covered by this Agreement.

Effective Pay Period 14 of 2019, Alameda Health System agrees to pay an across-the-board wage increase of three percent (3.0%) for all classifications covered by this Agreement.

Also effective Pay Period 10 of 2019, the hourly rates for Clinical Nurses and Advanced Practice RNs in tenure steps 1 through 7 will be increased by an additional one dollar (\$1.00) per hour and the hourly rates tenure steps 8 through 14 will be increased by fifty cents (\$0.50) per hour.

**Educational Leave**

**12.2.2 Amount of Paid Educational Leave**

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

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

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

**12.2.2a Education Leave and Allowance Tracking**

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

**Signed Tentative Agreements**

All tentative agreements signed by the parties are incorporated into this Comprehensive Tentative Agreement. All other bargaining proposals/counter proposals presented or received by the parties, whether conveyed in writing, electronically or orally at the bargaining table, that are not memorialized in a Tentative Agreement signed by both parties, are not part of this Comprehensive Tentative Agreement.

*Within seven days of execution of this Comprehensive Tentative Agreement, AHS and SEIU Local 1021 will finalize the sideletter concerning the expedited arbitration of outstanding designated grievances.*

**ALAMEDA HEALTH SYSTEM**

**SEIU LOCAL 1021 – RN UNIT**

**BY: Tony Redmond**



**BY: Ann Schuyler**



**Dated:**

9/28/17

**Dated:**

9/28/17

**TENTATIVE AGREEMENT  
BETWEEN ALAMEDA HEALTH SYSTEM AND  
SEIU LOCAL 1021 (RN UNIT)  
RE: TITLE 22 STAFFING PLAN COMPLIANCE**

**September 20, 2017**

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

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

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

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

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

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

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

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

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

**ALAMEDA HEALTH SYSTEM**

**SEIU LOCAL 1021 – RN UNIT**

  
\_\_\_\_\_  
**BY: Tony Redmond**

  
\_\_\_\_\_  
**BY: Anit Schuyler**

**Dated:** 9/22/17

**Dated:** 9/27/17

**ALAMEDA HEALTH SYSTEM'S  
PROPOSED SIDE LETTER AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: KRONOS AND ATTENDANCE POLICIES**


**September 14, 2017**

SEIU Local 1021 and AHS agree to begin the meet and confer process prior to January 1, 2018 regarding time reporting and attendance policies with the intent to reach written agreement to replace existing side letters and policies.

**ALAMEDA HEALTH SYSTEM**

**SEIU LOCAL 1021 – RN UNIT**

  
\_\_\_\_\_  
**BY: Tony Redmond**

  
\_\_\_\_\_  
**BY: Ann Schuyler**

**Dated:** 9/22/17

**Dated:** 9/22/17

**TENTATIVE AGREEMENT  
BETWEEN ALAMEDA HEALTH SYSTEM AND  
SEIU LOCAL 1021 (RN UNIT)  
RE: SAN CONVERSION TO REGULAR STATUS**

**September 12, 2017**

**19.1.2 Conversion of Services-As-Needed Employees to Regular Status**

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

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

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

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

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

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

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

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

Within forty-five (45) days of the ratification of the 2017-2020 MOU, AHS will meet with SEIU Local 1021 concerning any SAN employee who desires to convert to a regular, full, or part-time position and who has been in a SAN position for the prior five (5) years. The parties will evaluate the SAN employee's eligibility for conversion under the criteria described above.

**ALAMEDA HEALTH SYSTEM**

**SEIU LOCAL 1021 – RN UNIT**

  
BY: Tony Redmond

BY: Ann Schuyler

Dated: 9/12/17

Dated:  9/12/17

**ALAMEDA HEALTH SYSTEM'S  
SIDE LETTER AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: USE OF CHARGE NURSES TO COVER RN MEAL PERIODS  
AND REST BREAKS**

**September 12, 2017**

In Nursing Units and shifts staffed by four (4) or fewer RNs and a Charge Nurse in the CNII or CNIII classification, the Charge Nurse may provide direct patient care during an RN's meal period or rest break, provided all of the following four (4) conditions are satisfied:

- (1) The staffing for that day on that shift is in compliance with the staffing ratios mandated by Title 22;
- (2) The Charge Nurse has the necessary qualifications and certifications to provide direct patient care on the unit;
- (3) The Charge Nurse, in accordance with Title 22, is relieved of and excused from all administrative responsibilities during the entire time s/he is providing direct patient care; and
- (4) The Charge Nurse and Nursing Management have implemented adequate procedures to ensure that the necessary administrative tasks of the unit are being performed, and that the House Supervisor is available to the nursing staff to address administrative issues of immediate concern.

If patient care requirements, medical emergencies or other unanticipated emergencies, including an unexpected reduction of Nursing Staff occur while the Charge Nurse is providing meal period or rest break relief, Nursing Management will request the assignment of additional licensed nursing personnel.

This side letter agreement will expire and be void one year from the date of execution. Before this side letter agreement expires or is voided, the parties will meet and review their experience under this agreement.

**ALAMEDA HEALTH SYSTEM**

**SEIU LOCAL 1021 – RN UNIT**

  
BY: Tony Redmond

  
BY: Ann Schufler

Dated: 9/22/17

Dated: 9/22/17



**ALAMEDA HEALTH SYSTEM'S  
SIDE LETTER AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: ACCRETION TO BARGAINING UNITS**

**September 7, 2017**

SEIU, Local 1021 and AHS will meet within ninety (90) days of ratification of the MOU to discuss the inclusion of unrepresented employees performing work within the scope of the recognition clause contained in Article 1 of the MOU in the RN bargaining unit.


If the parties agree that an unrepresented employee is performing work within the scope of Article 1, that employee will be included in the SEIU, Local 1021 (RN Unit) bargaining unit. If the parties do not agree about whether or not an employee is performing work within the scope of Article 1, such disputes will be referred to Step 4 of the grievance procedure prescribed by Article 23.

If the General Unit and/or San Leandro Unit wish to meet with AHS concerning their recognition clauses, AHS will meet with them.

**ALAMEDA HEALTH SYSTEM**

**SEIU LOCAL 1021 – RN UNIT**

  
\_\_\_\_\_  
**BY: Tony Redmond**

  
\_\_\_\_\_  
**BY: Ann Schuyler**

**Dated:** 9/12/17

**Dated:** 9/12/17

**ALAMEDA HEALTH SYSTEM'S  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: DISCIPLINE WITHOUT PUNISHMENT**

**August 31, 2017**

**23. Article 23. Discipline without Punishment/Notice of Termination/Personnel Files and Grievance Procedure**

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

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

23.1.1 Attendance – violations of the attendance and other related policies. 23.1.2 Performance

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

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

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

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

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

23.2.1 Reminder One. At this step in the disciplinary process, the employee will be

reminded of the policy standard or performance/behavioral expectation and his/her responsibility to meet it. The employee will be asked to make a commitment to correct the issue and once that commitment is made, a memorandum memorializing the meeting and commitment will be prepared and shared with both parties to the conversation. The memorandum will be placed in the employee's personnel file and after eighteen (18) months, the memorandum may not be relied upon for progressive disciplinary purposes.

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

#### 23.2.3 Decision Making Leave

If the issue(s) persists, another meeting will be held with the employee. He/she will be told of the pending problems that have continued and then be told to take a day off with pay to think whether they could commit to change and continue employment. If, on return, the employee commits in a second meeting to change and continue employment, he/she returns to work. The commitment is documented in the form of a memorandum shared with all parties with a copy placed in the employee's personnel file. If the employee does not commit, he or she will be issued a notice of intent to discipline and a Skelly hearing will be held.

#### 23.2.4 Termination

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

#### 23.3. Appeals

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

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

23.3.3. Terminations and demotions are grievable as noted below.

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

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*Retain current MOU language in Sections 23.4 through 23.7 with the exception of 23.7.1 as follows:*

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

**ALAMEDA HEALTH SYSTEM**

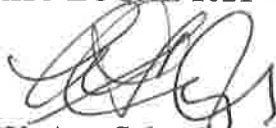


**BY: Tony Redmond**

**Dated:**

8/31/17

**SEIU LOCAL 1021 – RN UNIT**



**BY: Ann Schuyler**

**Dated:**

8/31/17

**ALAMEDA HEALTH SYSTEM'S  
TENTATIVE AGREEMENT  
WITH SEIU LOCAL 1021 (RN UNIT)  
RE: GRIEVANCE PROCEDURE**

**August 31, 2017**

**23.10. Grievance Procedure.**

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

**23.10.1. Definition of a Grievance.**

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

**23.10.2.**

**STEP 1. Meeting with Supervisor.** As a preliminary step, the employee shall first confer with his/her supervisor or other appropriate manager. If the matter is not resolved pursuant to this informal conversation, or the supervisor refuses to meet within 10 days from the employee's initial request to confer, a written grievance may be initiated at Step 2, as provided below.

**STEP 2. Submission of Grievance to Director or VP of Nursing for the Facility.** The grievance shall state: the section of the MOU that has been allegedly breached; the facts upon which it is based; the remedy that is sought. Within ten (10) days of the written submission, there shall be a Step 2 meeting with the Director or VP of Nursing for the Facility, or corresponding administrative level, or they shall provide a written response. There shall be a full and frank disclosure by AHS of the employer's position including supporting rationale. If the grievance is not settled, within ten (10) days of the Step 1 response either party may request in writing that it be referred to Step 3.

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

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

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

**23.10.4. Time Limits.** No grievance or complaint shall be considered unless it has first been presented in writing at Step 1 within sixty (60) calendar days of the date upon which the grievant or the Union knew, or with reasonable diligence, ought to have known of the facts that gave rise to the grievance, and no grievance shall be submitted to arbitration unless a written demand to arbitrate (submission to Step 4) is presented within thirty (30) days of the final Step 3 response. On no account shall any grievance include a claim for money relief for more than one hundred and twenty (120) days from the date upon which the Grievant or the Union knew, or with reasonable diligence ought to have known, of the facts that gave rise to the grievance. With the exception of Step 4, if AHS fails to adhere to the time limits set forth in the Grievance Procedure, the grievance will be automatically advanced to the next step.

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

**23.10.6. Disciplinary Actions.** Appeals of disciplinary actions are covered under Article 23.10 STEP 3.

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

**ALAMEDA HEALTH SYSTEM**

**SEIU LOCAL 1021 – RN UNIT**

  
**BY: Tony Redmond**

  
**BY: Ann Schuyler**

**Dated:** 8/31/17

**Dated:** 8/31/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: LIFT TEAMS PROPOSAL (PROPOSAL #7)**

**August 17, 2017**

(New language)

**Safe Patient Handling Program**

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

1. A written Patient Protection and Health Care Worker Back and Musculoskeletal Injury Prevention Plan and safe patient handling policy in accordance with California Labor Code Section 6403.5; and
2. The designation of three (3) clinical staff with demonstrated lift competency per shift, per unit; and
3. Require proper use of available lift equipment; and
4. Timely repairs of and preventative maintenance on lift equipment; ; and
5. Powered patient transfer and/or lifting devices will be made available to all appropriate units by January 1, 2018; and
6. Training to be completed for bargaining unit members in appropriate units by November 1, 2017; and
7. Unit-specific new hire orientation, which includes safe lifting practices and proper use of lift equipment; and
8. Annual competency reviews, which include remedial safe lifting practices and proper use of lift equipment training; and
9. AHS will upon request meet with Local 1021 and, up to two bargaining unit members designated by Local 1021, to review the progress of implementing this provision and to discuss the need for any additional lifting assistance that may be required for specific units on specific shifts.

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

**ALAMEDA HEALTH SYSTEM**

  
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**BY: Tony Redmond**

**Dated:** 8/17/17

**SEIU LOCAL 1021 – RN UNIT**

  
\_\_\_\_\_

**BY: Ann Schuyler**

**Dated:** 8/17/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 RN UNIT  
RE: ADVANCED PRACTICE PROVIDER PATIENT CARE COMMITTEE**

**July 20, 2017**

**26.6 Advanced Practice Provider Patient Care Committee**

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

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

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

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

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

**ALAMEDA HEALTH SYSTEM**

  
BY: Tony Redmond

Dated: 7/20/17

**SEIU LOCAL 1021 - RN UNIT**

  
BY: Ann Schuyler

Dated: 7/20/17

**Alameda Health System  
SEIU Local 1021  
Tentative Agreement  
SEU Local 1021 RN Bargaining Unit  
Side Letter of Agreement  
Regarding Lead Staff for Advanced Practice Providers**

7/13/17

The Union and AHS acknowledge that Advance Practice Providers (“APPs”) – including Clinic Nurse Midwives, Certified Registered Nursing Anesthetists, Nurse Practitioners, Clinical Nurse Specialists and Physician Assistants have an interest in standardizing the role of APPs as lead staff.

To this end, the Union and AHS agree to meet and confer within 90 days of the ratification of this Memorandum of Understanding to negotiate concerning the responsibilities, expectations, and compensation for lead APPs, including (but not limited to):

1. The practice areas that may require lead staff;
2. The qualifications for lead staff assignment;
3. Unless governed by the MOU, the procedure for awarding lead staff positions to bargaining unit members,
4. Length of assignments for lead staff positions;
5. Duties to be performed by lead staff;
6. Training for prospective lead staff;
7. Compensation to be paid to lead staff.

**Alameda Health System**

**SEIU Local 1021**

  
\_\_\_\_\_  
BY: Tony Redmond

  
\_\_\_\_\_  
BY: Ann Schuyler

Date: 7/13/17

Date: 7/13/17

**Alameda Health System  
SEIU Local 1021  
Tentative Agreement  
SEU Local 1021 RN Bargaining Unit Proposal #8  
Schedules Posted in Advance**

7/13/17

**6.3 Work Schedule and Change of Shift**

AHS will prepare a schedule showing the hours each bargaining unit employee is to work. Employees will be provided a master schedule of no less than four week cycles. Work schedules and days off must be posted on the unit, online, or within the department scheduling system if that system is available to department employees, four (4) weeks in advance and is available for review by all unit employees. Schedules must be posted in designated areas of the facility as mutually agreed to by the Union and AHS.

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

Change in Shift Schedule, Program, Service or Work location

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

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

Employer Initiated Changes in Hours of Work

Changes to hours of work not subject to section 6.3 will be handled in accordance with AHS's obligations under Government Code Section 3500 to meet and confer with the Union.

**Alameda Health System**

  
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BY: Tony Redmond

Date: 7/13/17

**SEIU Local 1021**

  
\_\_\_\_\_

BY: Ann Schuyler

Date: 7/13/17


**Alameda Health System  
SEIU Local 1021  
Tentative Agreement  
SEU Local 1021 RN Bargaining Unit Proposal #2  
Technology**

7/13/17

If AHS decides to implement new technology that affects the terms and conditions of bargaining unit members' employment, it will provide sufficient notice to the Union field director in order to allow SEIU-Local 1021 the opportunity to meet and confer with AHS concerning the effects of the new technology on the terms and conditions of bargaining unit members' employment.

**Alameda Health System**

**SEIU Local 1021**

  
\_\_\_\_\_  
BY: Tony Redmond

  
\_\_\_\_\_  
BY: Ann Schuyler

Date: 7/13/17

Date: 7/13/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: EDUCATIONAL ALLOWANCE (PROPOSAL #24)**

**July 6, 2017**

**18.5. Educational Allowance.**

**18.5.1. Educational Allowances for RNs.**

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

**18.5.2. Educational Allowances for Advanced Practice Providers (APPs).**

Any APP who is regularly scheduled at least sixteen hours per week and exclusive of SAN's may, upon the approval of the CNE/Department Manager or designee of any plan submitted by such employee to engage in job-related educational courses which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities, AHS shall pay approved educational expenses up to \$2,500 per APP per fiscal year. More than one educational plan may be approved in any fiscal year, but in no event shall the allowance exceed \$2,500 per APP per fiscal year. Employees shall receive such allowances on a first come-first served basis each fiscal year.

**18.5.3. Maximum Liability for Educational Allowances.**


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

**ALAMEDA HEALTH SYSTEM**

  
\_\_\_\_\_  
BY: Tony Redmond

Dated: 7/6/17

**SEIU LOCAL 1021 – RN UNIT**

  
\_\_\_\_\_  
BY: Ann Schuyler

Dated: 7/6/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: : HEALTH PLAN COVERAGE FOR  
FULL-TIME EMPLOYEES (PROPOSAL #30)**

**July 6, 2017**

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

**Health Plan Coverage for Full-Time Employees.** AHS shall contribute toward the monthly provider's charge for a comprehensive group health plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents, according to the chart below. The chart also shows the subsidy for family coverage for the duration of this agreement. The current co-pays for office visits, services and prescriptions will be clearly described in the summary of each health plan made available to SEIU employees during open enrollment.

Employee Contribution:

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

Subsidy:

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

The above subsidy applies to part time and SAN employees who are eligible for health and welfare benefits as well; the level of the subsidy is determined by taking the employee's rate and multiplying it by 2,080 hours to determine the full time equivalent base salary. This subsidy will be continued for the 2018 and 2019 Program Years.-

**ALAMEDA HEALTH SYSTEM**

BY: Tony Redmond

Dated: 7/6/17

**SEIU LOCAL 1021 - RN UNIT**

BY: Ann Schuyler

Dated: 7/6/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: EVALUATIONS (PROPOSAL #34)**

**July 6, 2017**

**21.8. Evaluations.**

**21.8.1. Purpose.**

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

**21.8.2. Timing/Scope.**

- a. AHS shall make best efforts to conduct a performance evaluation for each employee on an annual basis. Newly hired employees, generally, will receive a written evaluation upon completion of thirty (30) and ninety (90) days of employment.
- b. The written performance evaluation shall cover only the current rating of the period since the last evaluation.
- c. The employee's supervisor shall meet with the employee to review the employee's written evaluation before the evaluation is finalized unless such a meeting is not possible. The evaluation will not be placed in the employee's personnel file prior to the employee having the opportunity to review the evaluation.
- d. The employee shall be entitled to add his/her written rebuttal which will then be filed in the employee's personnel (H.R.) file with the evaluation.

**21.8.3. Grievability.**

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

**ALAMEDA HEALTH SYSTEM**



**BY: Tony Redmond**

**Dated:**

7/6/17

**SEIU LOCAL 1021 - RN UNIT**



**BY: Ann Schuyler**

**Dated:**

7/6/17



**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: USE OF TRAVELERS (PROPOSAL #18)**

**July 6, 2017**

**20.1.4 Use of Travelers**

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

**ALAMEDA HEALTH SYSTEM**



**BY: Tony Redmond**

**Dated:** 7/6/17

**SEIU LOCAL 1021 – RN UNIT**



**BY: Ann Schuyler**

**Dated:** 7/6/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: WAGE SCALE PROGRESSION (PROPOSAL #35)**

**July 6, 2017**

New Language

13.4 Wage Step Progression/Placement and Increases

C. Upon ratification of this contract, all regular CRNAs will be placed on a new wage scale. The 5% premium for twelve-hour employees hired before 2009 will be eliminated. Those 12-hour CRNAs currently at Step 8 who are making \$121.9711/hr will be moved to Step 9 on the new wage scale, and their anniversary date will reset. Step 10 will be added.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
96.2851	99.1737	102.1489	105.2133	108.3697	111.6208	114.9694	118.4185	121.9711	125.6302

Those CRNAs on Steps 1 through 8 who are making less than \$121.9711/hr will remain on their current steps, but be paid the new wage rate. The transition to the new wage scale does not reset the anniversary dates for those CRNAs currently on Steps 1 through 8.

A new wage scale for CRNA SANs created from this wage scale, with each step being 15% above the regular wage.

There will be one year progression from Step One to Step Two, and progression for all additional steps will be two years.

**ALAMEDA HEALTH SYSTEM**



**BY: Tony Redmond**

**Dated:** 7/6/17

**SEIU LOCAL 1021 – RN UNIT**



**BY: Ann Schuyler**

**Dated:** 7/6/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: RN RESIDENCY PROGRAM (PROPOSAL #19)**

**July 6, 2017**

**20.5. RN Residency Program.**

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

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

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

**20.5.1 Path to BSN for ADN and Diploma RNs**

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

**ALAMEDA HEALTH SYSTEM**

**SEIU LOCAL 1021 – RN UNIT**



BY: Tony Redmond



BY: Ann Schuyler

Dated: 7/6/17

Dated: 7/6/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: AUDIT REPORTS (PROPOSAL #4)**

**June 29, 2017**

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

**ALAMEDA HEALTH SYSTEM**



**BY: Tony Redmond**

**Dated:** 6/29/17

**SEIU LOCAL 1021 – RN UNIT**



**BY: Ann Schuyler**

**Dated:** 6/29/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: SIDE LETTER AGREEMENT ON  
CULTURE OF SAFETY AND EXCELLENCE**

**June 6, 2017**

AHS and SEIU Local 1021 agree to jointly work on creating a culture of safety and excellence in all areas where SEIU Local 1021 bargaining unit members work in 2017 and 2018. A culture of safety is a prerequisite for employees to raise patient and worker safety concerns without fear of retaliation and with confidence that concerns and recommendations will receive consideration and response. A culture of excellence relies in part on objective analysis and evidence-based practice.

In Patient Care Committees and other labor management and/or meet and confer forums, AHS and SEIU Local 1021 will discuss and may agree on:

- 1.) Methods and programs to immediately identify and remedy instances of, workplace cultures of and habits of lateral violence and workplace bullying.
- 2.) In-service or other education efforts to engage all SEIU Local 1021 bargaining unit members in the goals and approaches of Root Cause Analyses and Actions.
- 3.) Resources for evidence-based practice programs including time, access, expert assistance and training for research and evidence-based practice.
- 4.) In-service or other education efforts related to evidence-based practice and professional practice models.

AHS will provide SEIU Local 1021 notice of any proposed policies or procedures affecting wages, hours, working conditions or other matters within the scope of representation in order to provide the Union sufficient time to meet and confer with AHS.

**ALAMEDA HEALTH SYSTEM**

**SEIU LOCAL 1021 – RN UNIT**

  
\_\_\_\_\_  
**BY: Tony Redmond**

  
\_\_\_\_\_  
**BY: Ann Schuyler**

**Dated:** 6/6/17

**Dated:** 6/6/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: DAILY TIMEKEEPING RECORDS (PROPOSAL #10)**

**June 6, 2017**

13.10.1

AHS is responsible for ensuring ~~Employees will cooperate with AHS to ensure~~ that worktime is accurately and contemporaneously recorded. Employees will cooperate with AHS to accurately and contemporaneously record their worktime. Depending upon the capabilities of the payroll and timekeeping software being utilized, AHS will make daily timekeeping records available to employees within two business days (excluding holidays and weekends) of a written or electronic request by the employee or the Union. Prior to the issuance of a paycheck or the electronic deposit of an employee's pay, AHS will notify the employee of any variance to the employee's normal or regularly scheduled worktime and of any changes to the employee's normal and regular rate of pay. AHS will endeavor to ~~identify and~~ notify the employee of such variances in sufficient time to allow for the correction of an error prior to the payday. AHS may satisfy the requirements of this provision by providing the employee access to his/her electronic time and pay record prior to the applicable payday.

**ALAMEDA HEALTH SYSTEM**

  
\_\_\_\_\_  
**BY: Tony Redmond**

**Dated:** 6/6/17

**SEIU LOCAL 1021 – RN UNIT**

  
\_\_\_\_\_  
**BY: Ann Schuyler**

**Dated:** 6/6/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: SIDE LETTER ON  
RESIDENCY/FELLOWSHIP PROGRAM FOR PA/NPs**

**June 6, 2017**

The Union and AHS acknowledge that AHS, in keeping with its mission as a medical training institution, has an interest in providing graduate medical training opportunities for Physician Assistants and Nurse Practitioners.

The Union and AHS agree to meet within 90 days of the ratification of this Memorandum of Understanding to discuss the viability of creating a residency/fellowship program (the "Program") in Emergency Medicine for PA/NPs at Highland Hospital. The agenda of this meeting may include (but will not be limited to):

1. the establishment of a working group to focus on building the Program;
2. establishing an institutional affiliation as a sponsor; and
3. addressing issues of credentialing and certification for the Program.

In addition, the working group will develop guidelines for launching PA/NP residency programs at AHS in other practice areas.

AHS and SEIU Local 1021 will agree at the end of these discussions to either further develop the program or not.

**ALAMEDA HEALTH SYSTEM**



**BY: Tony Redmond**

**Dated:** 6/6/17

**SEIU LOCAL 1021 – RN UNIT**



**BY: Ann Schuyler**

**Dated:** 6/6/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: WEEKENDS OFF**

**April 27, 2017**

**Article 6.4.1 Weekends off**

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

**ALAMEDA HEALTH SYSTEM**

**SEIU LOCAL 1021 – RN UNIT**

  
\_\_\_\_\_

**BY: Tony Redmond**

  
\_\_\_\_\_

**BY: Ann Schuyler**

**Dated:** 4/27/17

**Dated:** 4/27/17



**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: AHS REQUIRED COURSES**

**April 27, 2017**

New Language

12.25.5 AHS Required Course

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

**ALAMEDA HEALTH SYSTEM**

**SEIU LOCAL 1021 – RN UNIT**

  
BY: Tony Redmond

  
BY: Ann Schuyler

Dated: 4/27/17

Dated: 4/27/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: SHIFT EXCHANGE**

**April 27, 2017**

New language.

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

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

**ALAMEDA HEALTH SYSTEM**



**BY: Tony Redmond**

**Dated:** 4/27/17

**SEIU LOCAL 1021 – RN UNIT**



**BY: Ann Schuyler**

**Dated:** 4/27/17

**ALAMEDA HEALTH SYSTEM  
TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: LACTATION ACCOMMODATION**

**April 27, 2017**

Proposed 6.1<sup>HL</sup>Lactation Accommodation

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

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

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

**ALAMEDA HEALTH SYSTEM**

  
\_\_\_\_\_  
**BY: Tony Redmond**

**Dated:** 4/27/17

**SEIU LOCAL 1021 - RN UNIT**

  
\_\_\_\_\_  
**BY: Ann Schuyler**

**Dated:** 4/27/17

**ALAMEDA HEALTH SYSTEM  
PROPOSED TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: SAFETY**

**April 21, 2017**

[New language in Article 25]

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

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

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

**ALAMEDA HEALTH SYSTEM**



BY: Tony Redmond

Dated: 4/27/17

**SEIU LOCAL 1021 - RN UNIT**



BY: Ann Schuyter

Dated: 4/27/17

**ALAMEDA HEALTH SYSTEM  
PROPOSED TENTATIVE AGREEMENT WITH  
SEIU LOCAL 1021 (RN UNIT)  
RE: REPORTING TO REGULATORY AGENCIES**

**April 21, 2017**

AHS and SEIU acknowledge the value and importance of the employees' professional licensure. AHS will give appropriate consideration to the liberty and professional interests of licensed employees when making reports to state and federal regulators.

**ALAMEDA HEALTH SYSTEM**



**BY: Tony Redmond**

**Dated:**

4/27/17

**SEIU LOCAL 1021 - RN UNIT**



**BY: Ann Schuyler**

**Dated:**

4/27/17