

**MEMORANDUM**  
**OF**  
**UNDERSTANDING**

**SEIU – RN Unit**

**AND**

**ALAMEDA COUNTY MEDICAL CENTER**

**April 1, 2014 – March 31, 2017**

# WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
  1. Grant the request and delay questioning until the Union representative is available.
  2. Deny the request and end the interview.
  3. Give the worker a choice of:
    - (a) Having the interview without representation or
    - (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."

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

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

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

**1. ARTICLE 1 RECOGNITION**

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

- Clinical Nurse I
- Clinical Nurse II
- Clinical Nurse III
- Clinical Nurse Per Diem (SAN or Services as Needed)
- Clinical Nurse Specialist
- RN Care Manager
- Nurse Anesthetist
- Nurse Anesthetist SAN
- PA/NP (practicing as Nurse Practitioner and Physician Assistant)
- PA/NP SAN
- Certified Nurse Midwife
- Certified Nurse Midwife SAN
- Clinical Nurse II 24/7 Unit, Clinical Nurse III 24/7 Unit (effective March 25, 2007)

**Additions to Bargaining Unit**

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, the parties will seek to have the dispute resolved through the services of State Mediation and Conciliation Services. In the event that the dispute remains unresolved, the matter will be referred to the Public Employment Relations Board (PERB) for a final and binding decision.

**1.2. Disputes**

In disputes between AHS and the Union over the assignment of newly created classifications to appropriate bargaining units, PERB shall decide the matter on the following basis: PERB 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.

PERB 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 the SEIU (Local 1021) RN unit 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 this unit.

## **2. ARTICLE 2. NO DISCRIMINATION**

### **2.1. Discrimination Prohibited.**

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

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

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

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

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

## **3. ARTICLE 3 UNION COMMUNICATION / CONTACTS**

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

AHS shall post at a designated location within the employee work or rest area a written notice which sets forth the classifications included within the representation unit referred to in Article 1 hereof and which includes any classification existing at AHS, and the name and address of the recognized employee organization for each such unit. AHS shall also give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employees unit and classification; and a copy of the current Memorandum of Understanding to be supplied by the Union. The Union shall receive from AHS on a flow basis, but at least once biweekly, the names and addresses of all new employees hired within such units. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classifications of the units for which this Article is applicable provided the employee pays Union dues, a service fee or a charitable contribution.

## **3.2. Agency Shop**

### **3.2.1. Agency Shop**

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

### **3.2.2. 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 (1<sup>st</sup>) pay period of employment except that initiation fees shall be deducted in up to four (4) equal installments in successive pay periods, beginning with the first (1<sup>st</sup>) pay period.

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

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the 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.

### **3.2.3. 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.

### **3.2.4. Religious Exemption**

Any AHS employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations

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

**3.2.5. Financial Reports**

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

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

**3.2.6. Payroll Deductions and Payover**

AHS shall deduct Union dues or service fees and premiums for approved insurance programs from an employee's pay in conformity with State regulations. AHS shall promptly pay over to the designated payee all sums so deducted. AHS shall also periodically provide a list of all persons making charitable deductions pursuant to a religious exemption granted herein.

**3.2.7. Hold Harmless**

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.

**3.2.8. Suspension of Agency Fees**

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

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

**3.3.1. Bulletin Boards**

Reasonable space shall be allowed on bulletin boards as specified by CNE/Department Manager or Designees for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not on walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the AHS or its relations with AHS employees. All posted



material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely. Where a Department policy permits an employee to post materials in his/her workplace for personal convenience, union materials shall be treated on the same basis as other materials so posted.

**3.3.2. Use of AHS Facilities**

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

**3.3.3. Union Offices**

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

**3.3.4. Job Contacts**

Any authorized representative of the Union shall have the right to contact individual employees working within the representation unit represented by his/her organization in AHS facilities during business hours on matters within the scope of representation, provided prior arrangements have been made for each such contact with the CNE/Department Manager or Designee. The CNE/Department Manager or Designee shall grant permission for such contact, if, in his/her judgment, it will not disrupt the business of the work unit involved. When contact on the work location is precluded by confidentiality of records or of work situation, health and safety of employees or the public, or by disturbance to others, the CNE/Department Manager or Designee shall make other arrangements for a contact location removed from the work area during the same workday or the following workday. AHS will notify the Union of any representative that fails to follow the provisions of this section. If such notice and subsequent meeting fails to correct the problems and violations of reasonable access rules still persist, AHS retains the right to file an unfair labor practices complaint against the Union for failure to comply with the terms of this Memorandum of Understanding. AHS may elect to utilize the services of an arbitrator in the same manner and in the same timeframes as specified in the grievance provision (Article 23.10) of this contract. The cost will be split between the parties.

**3.3.5. Meetings**

Meetings of a representative of a recognized employee organization and a group of employees shall not be permitted during working hours, except as provided herein or in Article 23.10, Grievance Procedure. The CNE/Department Manager or Designee may, upon timely application, allow meetings of a representative and/or a steward of a recognized employee organization and a group of employees during the lunch period in AHS facilities. If conducting group orientation sessions for new employees, the CNE/Department Manager or Designee shall permit a union representative or a steward to meet with said new employees for a period not to exceed 30 minutes. A steward who attends an orientation session shall be permitted release time for this purpose. Such time is deducted from the release time permitted to Shop Stewards in Article 4, Shop Stewards. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal employee organization business.

**3.3.6. Departmental Meetings**

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

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

**3.3.7. Data to Union**

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

**3.3.8. Personnel Manual**

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

## **ARTICLE 4 SHOP STEWARDS**

**4.1 Purpose**

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

**4.2 Role of Steward and Supervisor**

The shop steward recognizes the fact that the supervisor is the key person in the department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that 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.

**4.3 Selection of Stewards**

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

**4.4 Duties and Responsibilities of Stewards**

The following functions are understood to constitute the complete duties and responsibilities of shop stewards. It is understood that compensation for the release time indicated below shall be at the employee's regular rate of pay and shall include differentials to which the employee would normally be entitled.

**4.4.1 Duties and Time Limits:**

**a. Shop Stewards Working Full Time**

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

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

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

**4.4.2 Attendance at Meetings**

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

**4.4.3 One Steward Released to Conduct Investigation**

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

**4.4.4 Permission to Investigate While on Duty**

To obtain permission to investigate a grievance on on-duty time, the steward shall advise the supervisor of the grievant of 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.

**4.4.5 Discussion of Problem with Employees**

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

**4.4.6 If Permission is Denied**

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

#### **4.5 Conduct Of Meetings**

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

#### **4.6 Limitations of Time Off**

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

#### **4.7 Shop Steward Signs**

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

#### **4.8 Number of Representatives for Negotiations.**

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

### **ARTICLE 5. QUALITY PATIENT CARE**

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

**5.2** The current staffing plan for AHS is attached as Appendix D and incorporated herein by reference. It is understood that the staffing plan can be modified as a result of factors including but not limited to changes in patient acuity, patient care or service delivery system, technology, or other reasonable factors. Proposed changes shall be discussed prior to a decision in the appropriate Patient Care Committee (PCC). The PCC shall have one month to meet at least twice on the subject. The proposed change will then be referred to Workforce Planning to negotiate over impact for up to 30 days from the date the matter is submitted to Workforce Planning by AHS. At the end of these discussions management reserves the right to make the final decision on staffing. Staffing Matrix is the plan to determine core staffing needs of the unit and is distinct from other issues such as schedule changes. Nothing in this section shall supersede Article 21.19 of the MOU when there is a reduction in force.

**5.3** AHS and the Union embrace a collaborative review and evaluation process between management and staff nurses in the Patient Care Committees to identify issues and specific recommendations to improve patient care and patient satisfaction. The parties further share a commitment to an evidence-based approach to such ongoing review and evaluation based on research, data collection and ongoing staff nurse input. In order to facilitate this approach information, including but not limited to the following shall be reviewed in the Patient Care Committees:

- Patient Census Numbers
- Compliance with California State Nurse Staffing Ratios
- Agency nurse usage records
- Overtime work records
- Patient satisfaction data
- Nurse satisfaction data

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

5.4 In order to ensure safe staffing levels at all times, all nursing units and all shifts shall have a Break Nurse assigned. The Break Nurse shall be a licensed nurse who does not take a specific patient assignment. The Break Nurse shall assume temporary care of individual assignments to bridge patient care gaps during breaks and meal times. When the Break Nurse is not relieving other nurses for breaks and meal times, she/he shall assist with all facets of patient care to meet the needs of the unit. This Section and Section 5.5 below shall not apply to John George or the skilled nursing facility.

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

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

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

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

6.2 The 24/7 units are defined as follows: Intensive Care, Neonatal Intensive Care, TCU, Med/Surg 5E, 7E and 7W, Obstetrics, Emergency, Trauma, Labor and Delivery, Surgery, Post Anesthesia Recovery, Ambulatory Surgery, Rehabilitation, John George, and the Skilled Nursing Facility. Effective March 25, 2007 this clarification was instituted.

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

AHS shall prepare a schedule showing the hours each employee is to work. 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.

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.

#### **6.4 Workday and Workweek.**

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

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

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

#### **6.5 Hours of Work Defined**

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

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

#### **6.7 Flexible Schedules**

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

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

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

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

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

**6.9.1** An employee and CNE or designee may agree that the employee shall work a part-time work schedule of 90%, 80%, 70%, 60%, or 50% in any biweekly pay period with a corresponding reduction in pay and paid benefits as set forth in Article 6.9.4 below.

**6.9.2** Employees working an approved reduced work schedule shall revert to full-time work status at the end of the agreed to period or, if the employee transfers, promotes, demotes, terminates or in any other way changes his/her status with AHS he/she shall be removed from the reduced work schedule.

- 6.9.3** With ten (10) calendar days advance notice, the CNE or Designee may unilaterally terminate an approved reduced work schedule in the event of an unanticipated staffing or fiscal emergency. The determination to terminate the approved reduction shall be final and non-grievable.
- 6.9.4** Employees opting to reduce hours under this section, shall be deemed full-time employees for all purposes of this Memorandum and provided that such employees shall be entitled to paid leave accruals and health and dental plan and retirement contributions on the same basis as part-time employees represented herein during such periods.
- 6.9.5** Employees who reduce working hours under this section will remain on the payroll with full-time employee status and the hours not worked as the result of the reduction shall be coded as leave without pay.

**6.10 Working Non-Assigned Shifts**

**6.10.1 Less than Full-Time Employees**

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

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

**6.10.2 Part-time and SAN Registered Nurses (See Article 16 SAN Employees)**

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

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

- a. The requesting employee, in the judgment of the Staffing Office/ CNE/Unit Manager or designee, does not have the ability, skills, training and preparation, particularly in reference to specialty areas of nursing care, to perform the duties of said shift assignment; and/or,

- b. The requested shift would make the requesting employee eligible for overtime in which case the assignment shall be subject to approval by the CNE/Unit Manager or designee as specified in Article 14.2.
- c. If more than one such request is received, the Staffing Office or CNE/Unit Manager or designee shall respond to said requests by seniority on a rotating basis. Judgments made by the Chief Nurse Executive/designee or CNE/Unit Manager or designee, as herein provided, shall not be subject to the grievance procedure.

**6.11 Twelve Hour Schedules.**

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

**6.11.1 General Provisions**

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

**6.11.1.2** Employees participating in the twelve (12) hour shift program will commit themselves to working a twelve (12) hour shift on a continuing basis. If the employee chooses to cease working a twelve (12) hour shift, he/she must provide written notice to the manager. The manager will make a reasonable effort to accommodate the employee and return the employee to an eight (8) hour schedule. In the event the Manager is unable to return the employee to an eight (8) hour shift, the employee may request a transfer to a vacant position pursuant to Article 20.2.1.

**6.11.1.3** Full-time participating staff will work three (3) twelve (12) hour shifts (36 hours) in a work week, and be compensated with 36 hours of pay and with health and welfare benefits equivalent to that of an employee working full-time (40 hours) in a work week. Vacation, educational leave, holiday and sick leave accruals will be equivalent to those for full-time employees. Wages will be based upon the 12 hour shift rates as established in Appendix A.

**6.11.1.4** Any employees commencing 12 hour shifts after January 25, 2009 will be paid 36 hours for 36 hours worked with full time health and welfare benefits and leave accruals with the value of a holiday at 12 hours. Paragraph 6.10.2 above applies to these new nurses as well. Wages will be based upon the non-12 hour shift rates as established in Appendix A.

**6.11.1.5** Nurses working 12 hour shifts who are regularly scheduled for 36 hours will be given opportunities based on rotating seniority within their unit to pick up extra hours up to 40 hours in a week.

**6.11.1.6** Part-time participating staff will work two (2) twelve (12) hour shifts (24 hours) in a workweek and be compensated with pay and benefits equivalent to that of an employee working twenty-four (24) hours in a workweek.

**6.11.1.7 12-Hour Shift Pay.**

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

7:00 a.m. – 3:00 p.m. (day)



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

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

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

#### 6.11.2 Breaks and Meal Periods

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

#### 6.11.3 Holidays for Twelve 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 twelve (12) hours banked holiday in lieu time, or by mutual agreement of the employee and the CNE/Department Manager or Designee may be compensated in cash pursuant to Article 7.8. If the employee is observing the holiday as part of his/her seventy-two (72) hours, the value of the holiday will be twelve (12) hours. If an employee is not scheduled to work a holiday as part of his/her thirty-six (36) hours, the value of the holiday will be twelve (12) hours. If they are on paid status less than seventy-two (72) hours, the value of the holiday will be prorated.

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

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

#### 6.11.4 Bereavement and Jury Duty

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

**6.11.5 Termination of 12 Hour Shifts**

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

**6.11.6 Part-Time and Per Diem Requests for Pre-scheduled 12-Hour Shifts**

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

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

**6.11.7 12-hour Weekend Shift Only Positions**

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

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

**6.12 Ten Hour Schedules**

Utilization of ten (10) hour shifts for eligible employees shall be at the discretion of the CNE/Department Manager or Designee. Represented members working a ten hour shift schedule as of the signing of this 2009 MOU will remain in that schedule subject to Article 6.13.4 below.

**6.12.1 General Provisions**

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

Employees participating in the ten (10) hour shift program will commit themselves to working four (4) ten (10) hour shifts on a continuing basis. If the employee chooses to cease working a ten (10) hour shift, he/she must provide written notice to the manager. The manager will make a reasonable effort to accommodate the employee and return the employee to an eight (8) hour schedule. In the event the Manager is unable to return the employee to an eight (8) hour shift, the employee may request a transfer to a vacant position pursuant to Article 20.2.1.

**6.12.2 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 7.8. If the employee is observing the holiday as part of his/her four (4) ten (10) hour shifts, the value of the holiday will be ten (10) hours. If an employee is not scheduled to work a holiday as part of his/her four (4) ten (10) hour shifts, the value of the holiday will be ten (10) hours. If they are on paid status less than eighty (80) hours, the value of the holiday will be prorated.

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

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

**6.12.3 Bereavement and Jury Duty**

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

**6.12.4 Termination of 10 Hour Shifts**

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

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

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

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

**6.13 Low Census Procedure**

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

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

- e) Solicit volunteers on a rotating basis beginning with the most senior employee from among employees in the affected department who are presently at work and, if time permits, among those scheduled to arrive for the upcoming shift. Employees who volunteer to be canceled may take the shift as unpaid or vacation time if accrued and available;
- f) Float employees pursuant to the Float Policy attached as Side Letter #3 to an alternative assignment.
- g) If an employee declines to float, then the employee shall be considered to have opted to voluntarily be canceled pursuant to 'e' above.

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

**6.14 PA/NP Flex Schedule.**

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

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

**ARTICLE 7. HOLIDAYS**

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

Paid Holidays shall be:

- January 1 - New Year's Day
- Third Monday in January - Dr. Martin Luther King, Jr. Birthday
- Third Monday in February - Presidents' Day
- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- November 11 - Veterans' Day
- Fourth Thursday in November - Thanksgiving
- Day After Thanksgiving
- December 25 - Christmas

**7.2 Other Days When Appointed**

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

### **7.3 Floating Holidays**

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

Services-as-Needed employees are not entitled to the holiday benefit as set forth in 7.1, 7.2 and 7.3 above.

### **7.4 "Holiday Shift" Defined.**

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

### **7.5 Value of a Holiday.**

The value of a holiday which falls during a pay period is 1/10th of an employee's time spent in paid status during such pay period, excluding overtime. The maximum value of a holiday is eight (8) hours for an employee normally scheduled to work eighty (80) hours per pay period and twelve (12) hours for an employee normally scheduled to work 12 hour shifts.

### **7.6 Holidays Observed for Employees who work Monday through Friday.**

In the event that January 1; July 4; November 11, known as "Veterans Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by the Chief Executive Officer or designee, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

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

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

### **7.8 Holiday Compensation.**

#### **7.8.1 For Full-Time Employees**

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

Full time employees shall be compensated for hours worked on holidays defined herein at one and one-half (1 ½) times the normal hourly rate.

#### **7.8.2 For Part-time Employees**

For part-time employees, the compensation for holidays not worked shall be at straight time, prorated each pay period in which a holiday occurs, based upon a pro-ration of the

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

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

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.

**7.8.3 For Services-As-Needed Employees**

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

**7.8.4 In-Lieu Day Off**

When a holiday as set forth above falls on an employee's regularly scheduled day off, such employee may be given an in-lieu day off (a less than full-time employee will receive a prorated in-lieu day off) within twenty-six (26) pay periods to be scheduled by mutual agreement of the employee and the CNE/Department Manager or designee, or the CNE/Department Manager or designee may compensate the employee in cash pursuant to Article 7.8.1 or 7.8.2. Should an in-lieu day off not be taken within twenty-six (26) pay periods, the employee shall be compensated in cash pursuant to Article 7.8.1 or 7.8.2.

**7.9 Scheduling Work on Holidays**

When AHS determines that it will be necessary to fill a position on a holiday, the incumbent employee shall be offered such work before it is offered to another employee, provided that the holiday occurs on the incumbent employee's regular workday. If the employee chooses to work the holiday, he/she shall receive an in-lieu day off in conjunction with his/her regularly scheduled day(s) off within twenty-six (26) pay periods to be scheduled by mutual agreement of the employee and the CNE/Department Manager or designee or by mutual agreement of the employee and CNE/Department Manager or designee the employee may be compensated in cash pursuant to Article 7.8.1 or 7.8.2. Should an in-lieu day off not be taken within twenty-six (26) pay periods, the employee shall be compensated in cash pursuant to Article 7.8.1 or 7.8.2.

**7.10 Eligibility for Holiday Pay**

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

**7.11 Exempt Work Situations**

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

**ARTICLE 8 PAID TIME OFF**

**8.1. SAN and Part-Time Employees**

Services-As-Needed employees are excluded from the provisions of Article 8.

An employee who is regularly scheduled to work less than the regular workweek for the job classification shall accrue Paid Time Off (PTO) leave accordingly. PTO accrual shall be prorated

each pay period based upon a pro-ration of the regular hours paid within that pay period to the regular full-time pay period for the job classification.

**8.2. PTO Accrual**

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

0 years up to 1 year of service	.769 days (6.15 hours) per pay period (20 days per year)
1 year up to 5 years of service	.962 days (7.70 hours) per pay period (25 days per year)
5 years up to 12 years of service	1.154 days (9.23 hours) per pay period (30 days per year)
12 years up to 20 years of service	1.346 days (10.77 hours) per pay period (35 days per year)
20 years and up	1.539 days (12.31 hours) per pay period (40 days per year)

**8.3. Cash Payment In Lieu of PTO**

**8.3.1. Upon Separation from Employment**

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

**8.3.2. Vacation Cap**

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to avoid reaching the PTO cap specified below. AHS shall make a reasonable effort to accommodate written PTO requests submitted by employees which state that the purpose of such requests is to avoid reaching the PTO accrual cap.

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

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

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

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

**8.5. Date When PTO Credit Starts**

**8.6.**

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

**8.7. Changeover to Maximum Allowable Vacation/PTO Balance and Use of Previously Accrued Vacation/PTO**

Effective March 1, 2007, employees will not be permitted to accrue vacation/PTO over the cap. The CNE/Department Manager or designees shall make a reasonable effort to accommodate written PTO leave requests submitted by employees which state that the purpose of such a request is to reduce accrued PTO leave balances to avoid a downward adjustment.

**8.8. PTO Sell-Back**

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

**8.9. When First PTO Is Due**

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

**8.10. Maximum PTO Leave**

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

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

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

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

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

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

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

**8.14. Vacation Selection Seniority**

PTO scheduling for the nurse classification series shall be based on date of hire into all classifications covered by this MOU. Seniority for PTO selection shall not include time spent within SAN classifications.

**8.15. Scheduling for Full-Time and Part-Time Employees**



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

**8.15.1. Seniority Lists**

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

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

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

**8.15.2. Subsequent Requests**

Conflicts with subsequent vacation requests within the same calendar year shall be resolved in favor of the employee requesting the time off first, on a first come, first serve basis. When written submission of a vacation request is required, the CNE/Department Manager or Designee shall respond within twenty (20) calendar days in writing or shall schedule the vacation requested by the employee for requests longer than three days. Requests of three days and less must be submitted at least one week in advance and the response will be within three days of submission. Part time and SAN employees can be allowed to cover for these shorter vacation requests. The utilization of part time and SAN employees to cover vacation requests shall not result in additional overtime. An employee who takes the initiative to find a part time or SAN employee to cover requested vacation days shall not be arbitrarily denied provided the employee submits the request in writing or by e-mail to the manager or designee for approval pursuant to the timeframe above. The employee must communicate with the manager to avoid any double scheduling of SANs.

**8.15.3. Alternative Scheduling Procedure**

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

**8.16. Vacation Leave Segments**

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

**8.17. Personal Emergency Leave**

An employee shall be allowed two (2) days in any calendar year from his/her regular PTO allowance for unexpected emergency situations. AHS shall not deny a request for this leave except for reasons critical to department operations. Such personal emergency leave shall be in

segments of four (4) hours or more. Personal Emergency Leave shall not count as an occurrence for attendance purposes.

**8.18. Rate of PTO Pay**

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

**8.19. Extra Week of Unpaid Leave**

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

**8.20. 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 B per each event of maternity, paternity and adoption.

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

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

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

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

**9.1 General Provisions.**

**9.1.1 Definitions**

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

**9.1.1.2 Emergency Paid Time Off Leave Defined.** As used in this section, "Emergency Paid Time Off" means non pre-approved leave of absence of an employee because of any of the following: (i) an emergency illness or injury which renders him/her incapable of performing his/her work or duties for AHS; (ii) an unexpected emergency situation that requires an absence from work; and (iii), as defined in

Article 9.1.1.4, an emergency leave to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments. Generally, Emergency Paid Time Off is that time called out the same scheduled day of work in conformance with the HR Policy and Procedure.

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

**9.1.1.4** For the purpose of this section, “immediate family” means, mother, stepmother, father, stepfather, husband, wife, domestic partner (as defined in Appendix B), son, step-son, daughter, step-daughter, grandmother, grandfather, foster parent, foster child, mother-in-law, father-in-law, or any other person sharing the relationship in loco parentis; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law.

## **9.1.2 Extended Sick Leave**

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

**9.1.2.2** An employee’s accrued sick leave of any kind on the date of ratification of this memorandum of understanding will be transferred to an extended sick leave bank.

**9.1.2.3** Extended sick leave may only be used after the employee has reached his/her core FTE equivalent for that first week starting with the first day the employee is out sick.

**9.1.2.4** Transition. Half of intermittent sick balances as of the signing of this Agreement will remain in the Intermittent Bank and half will become Extended Sick Leave. On Pay Period One of 2015, half of the remaining Intermittent balances will become ESL and half will stay Intermittent. On Pay Period One of 2016 any remaining Intermittent balances will become ESL.

**9.1.3** Extended Sick Leave shall be used for absences caused by work-related illness or injury or FMLA qualifying absences beginning on the first day of absence. This section does not apply to intermittent FMLA or other intermittent leaves.

### **9.1.4 Emergency PTO – 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 Emergency PTO.

**9.1.5 Routine Medical or Dental Appointments.**

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

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

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

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

**9.3 Sick Leave Credit at Retirement**

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

**9.4 Emergency PTO Leave Review**

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

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

**9.5 Medical Report**

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

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

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

### **9.6.1 General**

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

### **9.6.2 Eligibility**

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

## ARTICLE 10. OTHER LEAVE PROVISIONS

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

### **10.2 Leaves of Absence without Pay.**

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

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

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

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

### **10.3 Military Leave.**

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

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

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

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

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

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

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

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

### **10.4 Leave for Assignment to Special Project**

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

#### **10.5 Personal Disability Leave**

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

The CNE/Department Manager or Designee may require acceptable proof of the employee's ability to return to work provided that the CNE/Department Manager or Designee shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the CNE/Department Manager or Designee shall immediately notify the employee in writing of existing deficiencies in the submitted proof.

#### **10.6 Family Medical Leave and California Family Rights Act Leave**

##### **10.6.1 Eligibility**

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

##### **10.6.2 Pregnancy and Child Bonding Leave**

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

### **10.6.3 Child Bonding Leave**

A prospective father, domestic partner or adoptive parent is entitled to child bonding leave of up to six (6) consecutive months, the dates of which are to be mutually agreed by the employee and the CNE/Department Manager or Designee. Such an employee may elect to take accrued vacation or compensatory time off during the period of child bonding leave except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in Article 9.1.3. Such Child Bonding Leave shall run concurrent to the provisions of the Family Medical Leave Act, California Family Rights Act and the Paid Family Leave Act.

### **10.7 Leave for Employment with The Union.**

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

### **10.8 Return to Duty Following Leaves**

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

### **10.9 Paid Family Leave**

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

### **10.10 Bereavement Leave**

Leave of absence with pay because of death in the immediate family of a regularly scheduled AHS employee may be granted by the CNE/Department Manager or Designee for a period of up to five (5) days for employees working eight hour shifts and up to three (3) days for employees working twelve hour shifts. For purpose of this section, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner, (upon submission of an affidavit as defined in Appendix B), son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law and father-in-law, or any other person sharing the relationship in loco parentis; and, when living in the household of the employee, a brother-in-law or sister-in-law.



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

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

### **10.11.1 Compensation.**

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 pro-ration of the hours which would have been worked during the pay period but for the leave to the regular full-time pay period for the job classification.

### **10.11.2 Afternoon/Evening, Saturday/Sunday Schedules**

Any employee assigned an afternoon or evening shift shall be entitled to equal time off as leave with pay from his/her 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.

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, if compensatory time has been accrued.

### **10.11.3 Travel Time**

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

### **10.11.4 Reporting to Work If Excused**

When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half (1/2) his/her regularly scheduled shift, the employee shall report to duty and jury duty pay under this article 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.

### **10.11.5 Standby Jury Duty**

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

**10.11.6 Witnesses**

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

**10.11.7 Fees Payable to AHS**

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

**ARTICLE 11. WORKER'S COMPENSATION LEAVE**

**11.1. Industrial Sick Leave Benefit Supplement.**

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

**11.1.1. Amount and Duration of Payment**

**a. Full-time employees**

Full-time employees shall be entitled to receive supplemental industrial sick leave wage continuation commencing with the fourth (4<sup>th</sup>) calendar day of the incapacity except in cases where the employee is incapacitated for more than fourteen days or hospitalized, paid leave starts on the first day of incapacity. The industrial sick leave wage continuation shall be equal to the difference between 70% of 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 incapacity. Net regular or base salary shall be defined as the average of the preceding four (4) pay periods resulting in the incapacity. Following one hundred eighty (180) calendar days, accrued sick leave may be granted to supplement temporary disability payments to provide the disabled employee up to no more than the net regular or base salary (as defined above) received at the time of the injury.

**b. Part-time Employees**

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

**c. On the Job Assault**

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

**11.1.2. When Payments Shall be Denied.**

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

Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law;

Whose injury or illness has become permanent and stationary;

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;

Who is retired on permanent disability and/or disability retirement pension;

Who unreasonably refuses to accept other AHS employment for which he/she is not substantially disabled;

Whose injury or illness is the result of failure to observe AHS health or safety regulations or the commission of a criminal offense; and

Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee.

**11.1.3. Fringe Benefit Entitlement During Industrial Injury Leave**

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

**11.1.4. Leave for Medical Treatment**

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

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

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

**11.2. Services as Needed**

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

**11.3. Modified Duty Program**

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

**11.4. Modification to Worker's Compensation System**

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

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

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

**ARTICLE 12. EDUCATIONAL LEAVES AND TIME OFF**

**12.1 Unpaid Educational Leave**

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

**12.2 Paid Educational Leave ("Education Leave")**

**12.2.1 Eligibility**

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

**12.2.2 Amount of Paid Educational Leave**

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

If an employee requests to utilize his/her educational leave complying with Section 12.2.3 below and AHS denies the request, the employee may carry over each hour denied up to a total of twenty (20) hours of educational leave in the following fiscal year. The total accumulated educational leave may not exceed a total of sixty-eight (68) hours.

#### **12.2.3 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 interfere with staffing requirements or patient care; and
- d. A written request is received at least four (4) weeks prior to the commencement of the class for which the Education Leave is to be taken.

#### **12.2.4 Home Study**

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

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

#### **12.2.5 AHS Required Course.**

- a. If AHS requires an employee to attend an educational training program or in-service, the employee shall be paid at his/her straight time hourly rate for the period of his/her attendance with a minimum of one (1) hour's pay. Such time shall be counted as work-time 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.
- 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.

## ARTICLE 13. WAGES AND PAY PRACTICES

### 13.1 Wages

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

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

### 13.2 Transition to New Scale and New Step Progression

**13.2.1** There will be an across the board increase of 2% for all classifications covered by this agreement effective pay period 14 of 2014. Effective pay period 14 of 2015, there will be an across the board increase of 3%. Effective pay period 14 of 2016, there will be an across the board increase of 3%; and, effective pay period 1 of 2017, there will be an across the board increase of 2%. CN Is are not included in the above increases; the rate for Clinical Nurse I will remain at \$39.40 per hour for the duration of this Agreement.

**13.2.2** Effective Pay Period 14 of 2014, specialty footnote pay of 3% shall be given to PA/NPs in the following areas:

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

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

### 13.3 Step Progression

**13.3.1** The new clock starts on step progression effective pay period 14 of 2012:

Steps 1 through 9	One year between steps (including one year to step 10)
Steps 10 through 14	Two years between steps

Per Diem employees without benefits shall be paid an hourly rate fifteen (15%) percent above the hourly wage rate for employees in the comparable classification. Per Diem employees with benefits shall be paid an hourly rate five (5%) percent above the hourly wage rate for employees

in the comparable classification. Current non-benefited Per Diem employees earning more than 15% (more than 5% for benefited Per Diem employees) above the comparable classification rate shall not be affected by this change.

13.3.2 Employees on steps 6 through 9 who would move steps within six months of pay period 14, 2012 move up the step on their anniversary between July 1, 2012 and December 31, 2012. This is a one-time step and subsequent steps for this group will be timed on pay period 14.

13.3.3 New hires after pay period 14 of 2012 will progress up steps on their anniversary dates.

**13.4 Wage Scale Progression / Step Placement and Increases**

A. For persons employed as permanent or SAN Clinical Nurse II's, III's, wage progression will be based on time in grade. Promotion or demotion between CN II, CN III, and Clinical Nurse II 24/7 Unit, Clinical Nurse III 24/7 Unit, shall not affect step wage progression. Note that step progression for this group will continue pursuant to the previous MOU terms until pay period 14 of 2012 when the new schedule goes into effect.

B. For persons employed as Clinical Nurse Specialist, PA/NA, PA/NA SAN, Certified Nurse Midwife, Certified Nurse Midwife SAN, wage step progression will be based on hire date as follows:

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

C. For persons employed as Nurse Anesthetist and Nurse Anesthetist SAN wage progression will be based on hire date as follows:

Step Progression	Waiting Time Between Steps		% Difference Between Steps
	Step 1 to Step 2	One (1) year	
Step 2 to Step 3	Two (2) years	Fifty-two (52) biweekly pay periods	3%
Step 3 to Step 4	Two (2) Years	Fifty-two (52) biweekly pay periods	3%
Step 4 to Step 5	Two (2) Years	Fifty-two (52) biweekly pay periods	3%
Step 5 to Step 6	Two (2) Years	Fifty-two (52) biweekly pay periods	3%
Step 6 to Step 7	Two (2) Years	Fifty-two (52) biweekly pay periods	3%
Step 7 to Step 8	Two (2) Years	Fifty-two (52) biweekly pay periods	3%

**13.5 Date Of Step Increases**

The effective date of a step increase shall always be the first (1<sup>st</sup>) day of a biweekly pay period. If the date of hire falls in the middle of a pay-period, the anniversary date shall be the first (1<sup>st</sup>) day of the succeeding biweekly pay period.

**13.6 Appointment Above The First Step**

An initial placement on the wage scale may be made at any step, provided the request has been authorized by the AHS Human Resources Department. For the Clinical Nurse II and effective 03/25/07, the Clinical Nurse II 24/7 Unit classification, defining hiring criteria and tenure credit will apply as follows:

**Nursing Department Hiring Criteria Guidelines**

**CN I (4640)**

Step	Hiring Criteria
1	Nurses with less than 6 months experience

13.6.1 After completion of six months work experience (based on date of hire) automatic progression to CN II – Step 1.

13.6.2 Candidates with a Bachelors Degree and less than 6 months experience will continue to be hired at the CN I Level.



**13.6.3** Bachelors Degree equivalences will be applied after 6 months with AHS, wherein they will be moved into CN II – Step 2.

**CN II**

<b>Steps</b>	<b>Hiring Criteria</b>
1	12 months experience
2	24 months experience
3	36 months experience
4	48 months experience
5	60 months experience

- o Bachelors Degree equivalency equals 6 months experience
- o Masters Degree equivalency equals 12 months experience (Example – A manager may hire a CN II – at Step 3 if the candidate possesses two years experience and Masters Degree.)
- o New hires may not be hired over Step 8.

**13.6.4** The CNO and CHRO will collaborate on defining the specific qualifications and experience for initial placement above the 5<sup>th</sup> step up and including Step 8. AHS recruitment staff will be educated on this mandatory step placement matrix. AHS agrees to discuss the matrix with SEIU prior to implementation no later than 60 days following ratification of the contract.

**13.7 No Reduction in Pay**

Except as specifically provided for, there shall be no reduction in pay as a result of this MOU.

**13.8 Pay for Transfers/Promotions**

- a. 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 Article 13.4 and 13.5 above.
- b. 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 Article 13.4 and 13.5 above.
- c. An employee who is promoted to a classification with a higher compensation rate shall be placed at the step which is at least five percent (5%) above the rate he/she was receiving in the lower level classification provided, however that the pay does not exceed the top of the pay range of the higher classification.
- d. 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: Absence on authorized leave with pay and absence on military leave.

**13.9 Payroll Errors**

All payroll errors in excess of fifty dollars (\$50.00) that are based on errors or omission of the Payroll Department and/or the Manager/Supervisor, shall be adjusted within three (3) business days of receipt of written notification to the Payroll Department. This notification will include an explanation of the error to be signed by the Employee and Department Manager. As Specified in the written or faxed notification, the checks can be picked up by the Employee or Manager or mailed to the Employee's address on file.

**13.10**

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

**13.11** The parties agree to continue discussions on a Clinical Ladder based on the outline attached. The goal is to reach agreement by January 31, 2012 with the first financial impact not occurring before Pay Period 14 of 2012.

**ARTICLE 14 OVERTIME**

**14.1 Overtime Work Defined**

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

**14.2 How Overtime Is Authorized**

Work for AHS by an employee at times other than those scheduled pursuant to Article 6 shall be approved in advance in writing by the CNE/Department Manager or Designee, or in cases of unanticipated emergency, shall be approved by the CNE/Department Manager or Designee, after such emergency work is performed. No employee shall perform work beyond his/her regular schedule unless such work has been approved by the CNE/Department Manager or Designee.

**14.3 Rates Defined**

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

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

**14.4 Overtime Payment**

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

**14.4.1 Eight Hour Shifts – Double-time**

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

**14.4.2 Twelve Hour Shifts**

Persons assigned twelve (12) hour shifts shall be compensated at time and one half (1.5x) the regular rate for all hours worked after twelve (12) consecutive hours and less than

sixteen (16) consecutive hours. If the employee works sixteen (16) consecutive hours or more, all time worked in excess of twelve (12) hours will be paid at the rate of two times (2x) the employee's hourly rate.

**14.4.3 Overtime Payment – 10-Hour Shifts**

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

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

If a part-time or Per Diem employee is pre-scheduled for an eight (8) hour shift all hours worked in excess of eight (8) hours will be compensated at rates as defined above.

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

When an employee is specifically required to work and/or directed to carry a pager during his/her meal break, and be available to work upon being paged, the meal break period shall be considered work time for the purposes of Article 6 and shall be paid at the applicable overtime rate for the time worked during the meal period. Said overtime will be paid pursuant to Article 14.1.

**14.5 When Overtime Shall Be Paid**

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

**14.6 When Compensatory Time Off May Be Taken or Paid**

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

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

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

## ARTICLE 15. PREMIUM PAY PROVISIONS

### 15.1 Split Shift

Except as provided otherwise in Article 15.2, below, any employee required to work a split shift shall be paid at a rate of five percent (5%) over and above 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.

### 15.2 Shift Differentials.

#### 15.2.1 Definitions

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

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

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

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

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

#### 15.2.2 WEEKEND SHIFTS

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

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

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

Upon completion of 25 years of service with ACMC, employees shall no longer be required to work every other weekend. Employees shall be required to work every third weekend. At the employee's option, the employees may work every other weekend.

##### 15.2.2.2 Weekend Shift Differential

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

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

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

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

#### **15.2.2.3 Additional Weekend Shifts Worked**

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

#### **15.2.3 12-hour Weekend Shift Only Positions (cross reference from Art. 6.12)**

6.12.1. Clinical Nurse II's and, after March 25, 2007, Clinical Nurse II's 24/7 Unit assigned to work two 12-hour shifts every weekend (definition of weekend in Article 14.3) shall be compensated at 26% of day shift and 31% for night shift, inclusive of shift differential. Benefits will be prorated in accordance with this contract.

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

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

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

#### **15.4 Bilingual Pay**

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

dollars (\$35.00) per pay period, provided that such a person is required to utilize such additional languages for AHS.

**15.5 Standby Duty Pay**

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

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

**15.6 Call-Back Pay**

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

An employee called back to work because of a shift change shall be compensated at the call-back rate for only the hours worked prior to the beginning of the employee's regular shift. An employee notified of a shift change before going off duty is not eligible for call back pay.

**15.7 Call-Back Pay.**

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

An employee called back to work because of a shift change shall be compensated at the call-back rate for only the hours worked prior to the beginning of the employee's regular shift. An employee notified of a shift change before going off duty is not eligible for call back pay.

**15.8 Preceptor Duties**

Preceptor duty is defined as "mentoring a new employee in cognitive and/or psychomotor skills to assume the position of Clinical Nurse in a nursing unit." Clinical Nurse II's, III's and Clinical Nurse Per Diems and effective 3/25/07, Clinical Nurse II 24/7 Unit, Clinical Nurse III 24/7 Unit, shall receive an additional five (5%) percent based on their regular base straight time pay per hour for each hour assigned preceptor duties. This differential shall not be used to calculate other types of premium pay.

**15.9 Temporary Assignment to a Higher Level Position**

**15.9.1** An employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher level position provided that all of the following criteria are met:

**15.9.2** The full range of duties of the higher level position except the preparation of performance evaluations has been specifically assigned in writing by the CNE/Department Manager or Designee.

**15.9.3** Assignment for out-of-class pay can only be made for the full shift of the higher level position. Under the provisions of this section, part-time employees can only meet the "full shift" criteria by being assigned to a higher level part-time position, or by being assigned to work the full shift of a full-time position.

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

- a. The service in such position exceeds five (5) days in any twelve (12) month period, and payment shall be retroactive to the first (1<sup>st</sup>) day of such services in a twelve (12) month period.
- b. The rate of pay pursuant to this section shall be calculated as though the employee has been promoted to the higher-level position. Since out-of-class pay is an assignment rather than an AHS appointment to the position, the employee is not eligible for step increases which apply to the higher level position, but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position.
- c. An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:
  - 1) Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.
  - 2) Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, if an absence exceeds five (5) consecutive work days, the employee shall be paid for such absence in excess of five (5) workdays at the employee's regular non-out-of-class rate.
- d. Work assignments shall not be changed or rotated among employees for the purpose of evading this requirement of providing greater compensation to an employee who would otherwise be eligible for such pay as provided herein.
- e. Time worked in a higher level assignment in excess of the workweek affixed to the employee's AHS appointed position shall be compensated pursuant to the provisions of Article 14. Overtime hereof.

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

In the event that an employee is scheduled or directed to report for work and so reports and is told by the CNE/Department Manager or Designee that 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. A Nurse who is not scheduled, or was scheduled for an extra shift and cancelled by AHS that day, and is then called back to work from off-site (as opposed to held over) 30 minutes or later after the start of the shift, will be paid for the entire shift provided he/she actually arrives on the floor no more than an hour after being called back to work.

## ARTICLE 16. SERVICES AS NEEDED (SAN) EMPLOYEES

- 16.1. A Services-As-Needed (SAN) employee must meet and maintain all requirements identified.
- 16.2. Purpose. To supplement unit based staffing on an as needed basis to maintain established baseline staffing guidelines.

### 16.3. General Requirements

- 16.3.1. Evidence of current licensure/certification and competency must be on file with the Human Resources Department as applicable to the department.
- 16.3.2. Minimum experience must be consistent with applicable job specifications. For nursing specialty areas, must have one year full time experience in primary clinical area or 2 years in the critical care area (effective 2/24/08) and meet all established standards for that clinical area.
- 16.3.3. Participation in Annual Competency Review/Skills Fair is mandatory and will be reimbursed.
- 16.3.4. SAN staff is invited to attend optional inservice programs on their own time.
- 16.3.5. Clinical Orientation will be required for not less than one week per the policies of the assigned clinical area/department.
- 16.3.6. SAN staff must follow rules, regulations, procedures, and protocols of AHS, hospital, department and specific assignments.

### 16.4. Assignment

- 16.4.1. SAN staff will identify a primary area of work and may select an alternate area in which he/she is qualified/competent.
- 16.4.2. The primary area of work obligations must be met prior to a SAN employee working in an alternate setting.
- 16.4.3. A confirmed SAN employee's shift in their primary work area cannot be bumped by a SAN employee's alternate area. Once a SAN's shift has been confirmed, said shift cannot be cancelled to accommodate a request for the shift by a regular part-time, regular full-time, a SAN with greater seniority, or registry/traveler.
- 16.4.4. SAN employees may submit a calendar of availability to the manager to assist with scheduling.
- 16.4.5. Full-time, Part-time and SAN employees (inclusive of 120-day retirees) shall have an exclusive view of all available shifts for a minimum of 72 hours after initial posting of the preliminary schedule. A 120-day retiree's seniority shall be determined by the number of hours worked since the SAN's rehire after retirement.
- 16.4.6. Shifts will be awarded based on the MOU. It is not the intent of the Center to adjust regular employees' shifts to accommodate SANs.



- 16.4.7. Confirmed shifts are not guaranteed and may be canceled depending upon the staffing needs.
- 16.4.8. SAN employees can identify which shifts they are available to work for each day when they submit a calendar.
- 16.4.9. SAN employees are accountable to the Department Manager/Supervisor for the shift they are working. If a shift is awarded, the SAN is responsible for that shift, unless he/she has provided at least two (2) weeks notice of cancellation. This does not apply to emergency, unforeseen situations which would occur within the two week timeframe. The intent of AHS and the Union is that SANs give as much notice as possible that they are cancelling a shift.
- 16.4.10. Confirmed shifts within two (2) weeks of scheduled work date will require an exchange with another qualified employee. This does not apply to emergency, unforeseen situations which would occur within the two week timeframe.
- 16.4.11. All SANs are subject to disciplinary action for violations of policies, practices and union agreements.
- 16.4.12. 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.
- 16.4.13. 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 23.
- 16.4.14. For nursing units that do self-scheduling, the SAN employee who is cancelling a shift will call the unit and speak to the Charge Nurse or designee.
- 16.4.15. It is at the discretion of Department Manager/Designee to reassign a pre-scheduled shift to another equivalent clinical area based on need, qualifications, and competency. (This statement means that a SAN booked for 7E but needed on 7W can be reassigned (floated) as long as the required competencies are met.)

## **16.5. Scheduling**

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

**16.5.2.** Regular Full-time and Regular Part-time employees will have preference in choosing shifts (up to 40 hours) over SANs (inclusive of 120-day Retirees) who will have preference over registry/travelers.

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

SAN Employees who are scheduled to fill temporary vacancies by rotating seniority order.  
SAN Employees within their clinical area by rotating seniority order.  
SAN Employees scheduled outside their primary area by rotating seniority order.  
SAN Employees working overtime in rotating seniority order.

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

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

**16.5.5.** Confirmation of SAN employee shifts will be determined by the following criteria and in the order listed:

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

**16.5.6.** When a SAN employee agrees to come in as a late call, they will be paid from the time of the call if they arrive within 1 hour of the call. If they arrive after 1 hour of the call, they will be paid from the time that they arrive.

**16.5.7.** If no shifts are posted or available for a SAN in their home unit and they have informed the manager of availability the SAN is not subject to shift requirements.

## **16.6. SAN Availability Requirements**

**16.6.1.** A SAN employee shall be available for four (4) shifts per four (4) week scheduling period, two (2) of which shall be weekend shifts. SANs must make themselves available and/or take shifts on days that have openings for which they are needed. For the current computer program, for example, that means being available and taking shifts on days that are marked open.

**16.6.2.** A SAN employee may request inactive/unavailable status subject to a sixty (60) day advance notice, except in emergency situations. Such leave is subject to a thirty (30) day per year limit and shall not be made during the holiday season (described below).

**16.6.3.** A SAN employee must be available to work at least two (2) designated shifts in the holiday period and shall work a minimum of one (1) shifts for the holiday period described below:

- Thanksgiving Day
- Christmas Eve (NOC's)
- Christmas Day
- New 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 1<sup>st</sup> of each year.

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

**16.7. Cancellation of all SAN Employees' Shift by the Center**

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

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

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

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

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

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

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

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

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

Employee Contribution:

Kaiser and United Health Care High Option Plans	10%
United Health Care PPO Plan	10%
Kaiser and United Health Care Medium Option 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:

<b>Employees Base 1.0 FTE Salary</b>	<b>Monthly</b>	<b>For</b>
\$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.

**17.2.1 AHS Contribution**

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

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

Any employee who is regularly scheduled to work less than the regular workweek for the job classification shall be entitled to elect coverage by a health maintenance organization as provided in Article 17.2 for full-time employees; provided, however, that the employee is on paid status at least 50% of the normal full-time workweek for the job classification.

Part time employees contribute according to the following scale initially based on their average hours actually worked and paid for over the course of the nine months prior to open enrollment (December 1<sup>st</sup> through August 31<sup>st</sup>). The following FTE based on the averages is used only to determine eligibility for and contributions to the health and welfare plan:

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

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

**17.3 Services-as-Needed Employees Hired after March 1, 2003**

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

**17.4 Duplicative Coverage**

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

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

**17.6 Effect of Authorized Leave without Pay on Health Plan Coverage**

Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment cards within thirty (30) calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by AHS.

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

**17.7 Open Enrollment**

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

**17.8 Dental Plans**

**17.8.1 Dental Plan Coverage for Full-Time Employees**

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

**17.8.2 Dental Plan Coverage for Less Than Full-Time Employees And Services-As-Needed Employees hired prior to March 1, 2003**

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

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

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

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

AHS shall make a dental plan premium payment on a final paycheck as per present practice for employees who are on paid status at least forty (40) hours in the last biweekly pay period

**17.8.4 Effect of Authorized Leave without Pay**

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

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

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

**17.8.5 30-Day Re-Enrollment**

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

**17.8.6 Open Dental Enrollment**

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

**17.9 Vision Reimbursement Plan**

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

**17.10 Changes to Plan**

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

The RN unit will participate in a joint labor management committee with the purpose of exploring ways of reducing and/or holding down the cost of employee health, vision and

dental plans for both the Center and the employees. The Healthcare Cost Containment Labor Management Committee will meet monthly and will include no more than three SEIU-RN Unit representatives. Other bargaining units will be invited to participate. The parties may mutually agree to add other members and/or bring in others inside and outside the organization on an ad hoc basis to assist in the Committee's mission.

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

## **ARTICLE 18. OTHER BENEFITS, ALLOWANCES AND RETIREMENT.**

### **18.1 State Disability Insurance Participation**

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

#### **18.1.1 Employee Options**

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

**Option 1.** Employees are not required to apply. Not applying for disability insurance benefits and instead may use accrued paid sick leave, vacation leave, or floating holiday pay.

**Option 2.** When the employee applies for disability insurance benefits, accrued paid leaves shall be integrated with the SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave and floating holiday pay, unless the employee provides written notice to the CNE/Department Manager or designee to limit the integration to accrued sick leave only with SDI benefits. The choice to integrate accrued sick leave only with SDI benefits may not be waived by the employee or AHS.

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

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

#### **18.1.3 Integration Process**

Hours, including fractions thereof, charged against the employee's accrued sick leave, vacation leave, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

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



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

For purposes of determining eligibility for AHS's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, vacation leave, 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.

The group health care providers will permit employees who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, vacation leave, and/or floating holiday balances, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible.

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

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

### **18.2 Life Insurance**

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

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

A long-term disability insurance policy may be made available on a self pay basis for the employee only. Coverage can be purchased either through vacation sellback (up to five (5) days) or through payroll deduction. Copies of the policy are available in the Human Resources Department.

### **18.4 Deferred Compensation**

#### **18.4.1 Enrollment in the Plan**

Employees who are regularly scheduled to work for sixteen (16) hours or more per week 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 State and Federal tax law.

#### **18.4.2 Maximum and Minimum Amounts**

The amount that an employee may defer shall not exceed the maximum amount allowable under Section 457 of the Internal Revenue Code for each calendar year. The minimum amount an employee may defer is \$10.00 per biweekly pay period.

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

## **18.5 Educational Allowance**

### **18.5.1 Educational Allowances**

Any employee 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 employee 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 employee per fiscal year. The maximum AHS liability under this section shall not exceed \$100,000 in any fiscal year except as herein provided. Employees shall receive such allowances on a first come-first served basis each fiscal year. (see Educational Leave, Article 12)

### **18.5.2 Books and Software Allowance**

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

### **18.5.3 Specialty Certifications**

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

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

### **18.6.1 Mileage Rates Payable**

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

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

In the event that an employee, required or authorized by his/her CNE/Department Manager or designee to use a private automobile on AHS business, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either 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 CNE/Department Manager or designee within thirty (30) days of such loss, damage or theft.

**18.7 Dependent Care Salary Contribution.**

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.

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

**18.8 Retirement Plan**

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

In return for deleting the ACERA Part Time Side Letter, 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.

**18.9 Effect of Mandated Fringe Benefits**

In the event that State or Federal law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this Memorandum of Understanding so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and condition of employment becomes effective, but the parties hereto shall then meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State or Federal mandate does not result in an overall loss of benefits to employees.

**18.10** Parking rates for the duration of this agreement for Highland night shift employees shall be frozen at the 2008 levels for all spaces located at the Highland Campus. Night shift employees are eligible for a day shift pass if they apply for it in Engineering. The pass must be renewed every three months.

**18.11** AHS agrees to reimburse DEA fees for PA/NPs and Certified Nurse Midwives effective the ratification of this agreement.

## ARTICLE 19. PERSONNEL ACTIONS

### 19.1 Categories of Employees

#### 19.1.1 Employee Categories Described

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

- a) A Regular Full-time Employee is one who occupies a position with a pre-determined work schedule of forty (40) hours per week.
- b) A Regular Part-time Employee is one who occupies a position with a pre-determined work schedule of at least sixteen (16) but less than forty (40) hours per week. It should be noted that many benefits mandate a minimum of twenty (20) hours per week as eligibility criteria for participation.
- c) A SAN or Per Diem employee is one who is employed intermittently, as needed by AHS.

#### 19.1.2 Conversion of Services-As-Needed Employees

Any Services-as-Needed (SAN) Employee may apply for any open posted position pursuant to Article 20. If the posted position is in the same classification as the SAN employee, that employee will be interviewed and considered for the position. The employee will be offered the next regular opening for vacant positions for which the employee may qualify prior to any outside hire SAN employees converted to regular status shall serve a new probation period.

### 19.2 Classifications

#### 19.2.1 Classifications/New Classifications

AHS shall continue to use the classifications listed in Article 1 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. 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. In the event the Board of Adjustment cannot reach agreement, the Union may appeal the matter to Arbitration as provided in Article 23.10.

#### 19.2.2 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.

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

### **19.2.3 Interpretation of Classification Specifications**

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

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

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

### **19.3 Reclassification/Out of Classification**

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

## **20 ARTICLE 20. JOB VACANCIES, POSTING AND BIDDING**

### **20.1 Posting Vacancies**

#### **20.1.1 Posting of Vacancies**

When vacancies covered by this MOU occur, an announcement for transfers 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 in the same title within that unit pursuant to Article 20.2 below. If, after posting the position for seven days, there are no applicants, the position will be posted by Human Resources electronically for both internal and external applicants.

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

1. Critical Care-ICU, ED, SDU, Trauma, and PACU
2. MedSurg- 5 East, Infusion, and 7th floor
3. Maternal Child/L&D- 9<sup>th</sup> floor
4. Surgical- OR SDS, Pre-op and Anesthesia
5. Behavioral Health- JGPP, Out-patient Psychiatric Services
6. SNF/Rehab
7. Clinics- Freestanding and Highland, Hem-Onc Clinic
8. Cath Lab/Interventional Radiology
9. GI

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

All internal applicants who apply during the first seven days will be interviewed and considered pursuant to Article 20.2 below before external candidates.—This does not prevent AHS from filling a posted vacancy on a temporary basis not to exceed sixty (60) days prior to filling the position. The foregoing sixty (60) day limit shall not apply to situations where AHS is filling a position temporarily vacant because of a leave of absence or because no qualified applicant has applied for the position.

#### **20.1.2 Notice to Unions**

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

#### **20.1.3 Special Job Requirements**

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

### **20.2 Bidding on Posted Positions in the Unit or Facility**

#### **20.2.1 Promotion and Transfer Preferences**

Any current employee may apply for any posted vacancy by submitting an electronic application. Positions shall be awarded in the order listed below, to the most senior employee who meets the qualifications for the position. The prior sentence is subject to the provisos that (1) the bidding employee must meet all reasonable qualifications of the job established by AHS (the Union has the burden of establishing that the qualifications established are unreasonable), (2) 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) the applicant employee has not been awarded a new position in the past six (6) months, which shall start after such time as the employee completed specialty training. "Good standing" means that there has been no disciplinary action in the personnel (H.R.) file within twelve (12) months of the date of the application.

- i. Regular full-time and part-time employees from the same scheduling unit.
- ii. Regular full-time and part-time employees from the same clinical area.
- iii. Regular full-time and part-time employees in other scheduling units.
- iv. Services-As-Needed employees from the same scheduling unit
- v. Services-As-Needed employees from the same clinical area.
- vi. Services-As-Needed employees from other scheduling units.
- vii. Outside applicants, if there are no qualified internal applicants.

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

#### **20.2.2 Notice of Awarding of Position**

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

#### **20.2.3 Restriction on Written Bids**

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

#### **20.2.4 Displaced Employees**

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

#### **20.2.5 Maintenance of Seniority List**

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

#### **20.2.6 Transfer, Promotion and Return**

When an employee is promoted or transferred to a position covered by this MOU, he/she shall serve a thirty (30) day evaluation period. At the discretion of the manager, the evaluation period may be extended for a period not to exceed an additional forty-five (45) days. The parties may agree on longer periods for training programs. The employee will be given a reasonable period of orientation. If, within the evaluation period, AHS decides 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.

#### **20.3 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.

#### **20.4 CRNA Hiring Criteria**

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

#### **20.5 RN Residency Program**

The parties agree that new graduate nurses hired into training programs will be hired as Clinical Nurse I for twelve months. At the conclusion of the 12 months, the CN I will be moved up to Clinical Nurse II. During that first year of employment, the CN I will be on probation.

### **ARTICLE 21. SENIORITY, PROBATION AND REDUCTION IN FORCE**

#### **21.1 Seniority Defined**

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

#### **21.2 Transition**

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

#### **21.3 Break in Service**

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

- A resignation;
- Retirement;



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

**21.4 Adjustment of Seniority Date**

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

**21.5 Ties in Seniority**

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

**21.6 Rehires and Recall**

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

**21.7 Probation Periods**

**21.7.1 Newly Hired Employees**

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

**21.7.2 Transfers During The Probation Period**

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

**21.7.3 Grievability Of Discharges Of Probationary Employees**

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

**21.8 Evaluations.**

**21.8.1 Purpose**

The purpose of evaluations is to assist the employee in his/her development. 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 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.

**21.8.3 Grievability**

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

**21.9 Displacement and Employment Security.**

**21.9.1 Employment Security.**

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

**21.9.2 Payment of Committee**

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

**21.9.3 Frequency of Meetings**

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

**21.10 Work Redesign**

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

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

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

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

In the event AHS is contemplating a reduction in force, each manager or director of the affected area will complete a comprehensive rationale 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 as part of Workforce Planning over the impact of the layoffs on employees and the CEO, after a reasonable period of time-approximately 30 days from notification- may:

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

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

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

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

## 21.12 Displacement

### a. **Determination of Extent of Displacement**

Whenever it becomes necessary to reduce the number of employees at ACMC, the CEO shall determine the classifications to be affected by the reduction, the number of positions to be reduced, the date the reduction is to take effect and shall request approval from the Board of Trustees.

### b. **Exceptions to Seniority for Displacement**

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

The Union and Employer will establish a Committee to develop criteria for determining skills, competencies and certifications necessary for each work unit. The joint recommendations shall be submitted to ACMC for adoption.

### c. **Order of Displacement**

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

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

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

### d. **No Layoffs when Vacancies Exist**

ACMC commits to no layoffs if nursing vacancies exist. An employee subject to displacement may elect to move to a vacant position in the same classification or demote to a lower paying classification. Reorientation and training for a period of up to six (6) months will be provided for the displaced employee(s) in order to develop the necessary skills and competencies for a successful transition to the new assignment. Employees may request to transfer or demote to a particular unit, however, ACMC reserves the right to make the final assignment.

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

### e. **Regular Employees' Rights to SAN Positions**

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

f. **Notice**

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

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

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

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

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

h. The Chief Human Resources Officer will offer all more senior employees in the job classification the severance in lieu of layoff package unless, after consultation with and recommendations from the Union, the CHRO decides to limit the offer based on specialized needs or if the placement in that area of less senior employees in that title is not appropriate. Reorientation and training for a period of up to three (3) months can be provided for the displaced employee(s) in order to develop the necessary skills and competencies for a successful transition to the new assignment. Employees who are eligible for this severance will receive written notice two weeks before the individual layoff notice is sent advising they are in a job classification which is experiencing a reduction in force and that depending on the number of positions to be eliminated, the corresponding number of most senior employees who respond within the designated time frame will receive the severance package. Employees will be encouraged to respond in writing as quickly as possible in order to be considered for severance and that all those interested must respond within ten days of the date of the notice to be considered and if more employees respond than there are positions to be vacated, seniority will prevail.

- i. AHS and SEIU can mutually agree on alternate ways of offering this severance package during the meet and confer process noted above in Section 21.19.
- j. RNs who do not take this option do not receive severance at the end of the thirty day notice period.

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

## **22 ARTICLE 22 PERFORMANCE IMPROVEMENT**

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

### **22.1 Coaching**

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

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

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

AHS agrees to the principles of progressive discipline, where appropriate, and to due process as set forth in this Article. It is the intent that disciplinary action be corrective in nature.

**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 the progressive disciplinary steps; they will be followed where appropriate. 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.

**23.2.2 Reminder Two** This process is the same as Reminder One.

**23.2.3 Decision Making Leave** If the issue 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, he/she returns to work. If the employee does not commit, he/she resigns, is demoted or terminated after a Skelly hearing.

**23.2.3 Final Step** If after the Decision Making Leave and commitment, the problem again persists, the employee is sent a Skelly letter as described below and the Skelly process is followed.

**23.3 Appeals**

**23.3.1** Reminder Ones and Twos are grievable to the third step.

**23.3.2** Terminations and demotions are grievable to as noted below.

#### **23.4 Recommended Terminations**

A recommended suspension/termination must be served on the employee in person or mailed.

The notice should include:

- 1) A statement of the nature of the disciplinary action.
- 2) A statement of the cause of the action.
- 3) A statement in ordinary and concise language of the act or omission upon which the action is based.
- 4) A statement of the employee's right to respond either orally at a meeting requested by the employee, or in writing and timeframes for responding.

#### **23.5 Notice of Termination**

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

#### **23.6 Skelly Hearings**

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

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

#### **23.7 Weingarten Rights**

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



**23.7.2 Rights Described**

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

**23.7.3 Failure to Grant Weingarten Rights**

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

**Implementation**

**23.7.4** Counting Disciplinary Actions Given Prior to Implementation. Employees will be transitioned over to the new program on the following scale:

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

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

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

**23.8 Personnel Files**

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

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

**23.8.2** Placement and Removal of Disciplinary Material in Personnel (H.R.) File. No disciplinary material shall be inserted in an employee's personnel (H.R.) file without his/her prior notice. Discipline will be removed from an employee's official personnel (H.R.) file upon request of the employee after three (3) years from the date of the Skelly Decision or Settlement Agreement. All requests must be presented in writing to the CNE/Department Manager or Designee. Provided that no discipline of a similar nature

has taken place for 3 years, failure of the Employee to have the discipline removed does not grant permission for AHS to continue to utilize the materials in subsequent actions; materials that are greater than 3 years old are considered stale and unusable. This does not apply to disciplines for patient abuse.

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

**23.10 Grievance Procedure**

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

**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 Meeting with Supervisor**

As a preliminary step, the employee shall first confer with his/her supervisor. No grievance shall be processed unless this meeting has occurred. This preliminary step shall not apply to Union Grievances under Article 23.10.3.

**STEP 1 Submission of Written Grievance to Section Head**

If the grievance or complaint is not thus settled, it shall be set forth in writing and submitted to the Section Head. 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;
- The date of the informal meeting with the supervisor.

Within ten (10) days of the written submission, the Section Head, or corresponding administrative level, shall provide a written response. There shall be a full and frank disclosure by both AHS and the employee/Union of each other's position including the 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 the next step.

**STEP 2. Submission of Grievance to Division Head**

Within ten (10) days of receiving the request, there shall be a Step 2 meeting with the Division Head, or the Division Head shall provide a written response. Although no meeting is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the Division Head may conduct. If the grievance is not settled, within ten (10) days of the Step 2 response either party may request in writing that it be referred to the next step.

**STEP 3. Meeting with the CEO**

Within ten (10) days of receiving the request, there shall be a Step 3 meeting with the CEO 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 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 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.

#### **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.

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

#### **23.11 Subcontracting**

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

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

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

**23.12 Work Redesign**

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

**ARTICLE 25. SAFETY**

**25.1 Goals and Functions**

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

**25.2 AHS Safety Committees**

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

**25.3 Frequency of Meetings**

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

**25.4 Orientation/Training**

AHS will provide orientation/training to the members of AHS Safety Committees. Training provided to Safety Committee members may be developed by the AHS Environment of Care Committee subject to the approval of the AHS Safety Officer. In the event outside training is available to the committees, AHS will allow release time for committee members in accordance with 25.7 of this Article.

**25.5 Memorandum Regarding Procedure and Membership**

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

**25.6 Cal/OSHA Log**

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

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

**25.7 Release Time**

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

**ARTICLE 26. PATIENT CARE COMMITTEES**

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

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

**26.1 Departmental Patient Care Committees**

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

- SNF-Rehab
- JGPP/Outpatient Psych
- 9<sup>th</sup> Floor
- Med Surg- 5E and 7<sup>th</sup> floor
- ED and Trauma
- ICU, SDU
- OR, PACU, same day surgery
- Infusion/GI
- Ambulatory Care
  - K Building Clinics
  - Eastmont
  - Winton
  - Newark

**26.2 Center-wide Patient Care Committee**

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

**26.3 Frequency of Meetings**

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

**26.4 Agendas**

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

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

**ARTICLE 27 SAVINGS CLAUSE**

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 28 ENACTMENT**

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

**ARTICLE 29 CONTRACT TRAINING**

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

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

**ARTICLE 30 NO STRIKE, NO LOCKOUT**

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

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

ARTICLE 31. SCOPE OF AGREEMENT

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

31 ARTICLE 32. TERM OF MEMORANDUM

This Memorandum of Understanding shall be in effect from April 1, 2014 and shall remain in full effect to and including March 31, 2017.

SIGNED AND ENTERED INTO ON August 20, 2014.


FOR AHS:

  
Jeanette Loudon-Corbett  
Chief Human Resources Officer

  
Dick Dodson  
Labor Relations Director

FOR LOCAL 1021, SEIU:

  
Pete Castell, Executive Director

  
Fran Jefferson, Lead Negotiator

h n

Frank Castillo RN

Jenny Prohly

Cheryl Brown Zafford

Laura

Traci Eodis RN

Regina Bell Verona

Ann

Shabana Dean

Phyllis Sutton

Fatma Wkai

L. Bardon MPA-C



APPENDIX A

SEIU Clinical Nurse Rates

Classification - Eff 06/08/2014 (2% ATB)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Clinical Nurse I	\$ 39,3952													
Clinical Nurse II	\$ 49,3744	\$ 50,7029	\$ 52,2338	\$ 54,8231	\$ 57,5586	\$ 59,0883	\$ 61,3236	\$ 62,6942	\$ 64,7078	\$ 66,3255	\$ 67,9836	\$ 69,6832	\$ 71,4253	\$ 73,2109
Clinical Nurse II Per Diem	\$ 56,7806	\$ 58,3083	\$ 60,0689	\$ 63,0465	\$ 66,1924	\$ 67,9515	\$ 70,5221	\$ 72,0983	\$ 74,4140	\$ 76,2743	\$ 78,1812	\$ 80,1357	\$ 82,1391	\$ 84,1925
Clinical Nurse III	\$ 51,8173	\$ 53,3482	\$ 56,0054	\$ 57,5586	\$ 60,4254	\$ 62,0853	\$ 63,3563	\$ 65,8669	\$ 67,9509	\$ 69,6497	\$ 71,3909	\$ 73,1767	\$ 75,0051	\$ 76,8803

Classification - Eff 06/07/2015 (3% ATB)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Clinical Nurse I	\$ 39,3952													
Clinical Nurse II	\$ 50,8556	\$ 52,2240	\$ 53,8008	\$ 56,4678	\$ 59,2854	\$ 60,8609	\$ 63,1632	\$ 64,5750	\$ 66,6490	\$ 68,3153	\$ 70,0231	\$ 71,7737	\$ 73,5681	\$ 75,4072
Clinical Nurse II Per Diem	\$ 58,4840	\$ 60,0575	\$ 61,8710	\$ 64,9379	\$ 68,1782	\$ 69,9900	\$ 72,6378	\$ 74,2612	\$ 76,6464	\$ 78,5625	\$ 80,5266	\$ 82,5398	\$ 84,6033	\$ 86,7183
Clinical Nurse III	\$ 53,3718	\$ 54,9486	\$ 57,6856	\$ 59,2854	\$ 62,2382	\$ 63,9479	\$ 65,2570	\$ 67,8429	\$ 69,9894	\$ 71,7392	\$ 73,5326	\$ 75,3710	\$ 77,2553	\$ 79,1867

Classification - Eff 06/19/2016 (3% ATB)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Clinical Nurse I	\$ 39,3952													
Clinical Nurse II	\$ 52,3813	\$ 53,7907	\$ 55,4148	\$ 58,1618	\$ 61,0640	\$ 62,6867	\$ 65,0581	\$ 66,5123	\$ 68,6485	\$ 70,3648	\$ 72,1238	\$ 73,9269	\$ 75,7751	\$ 77,6694
Clinical Nurse II Per Diem	\$ 60,2385	\$ 61,8592	\$ 63,7271	\$ 66,8860	\$ 70,2235	\$ 72,0897	\$ 74,8169	\$ 76,4890	\$ 78,9458	\$ 80,9194	\$ 82,9424	\$ 85,0160	\$ 87,1414	\$ 89,3198
Clinical Nurse III	\$ 54,9730	\$ 56,5971	\$ 59,4162	\$ 61,0640	\$ 64,1053	\$ 65,8663	\$ 67,2147	\$ 69,8782	\$ 72,0891	\$ 73,8914	\$ 75,7386	\$ 77,6321	\$ 79,5730	\$ 81,5623

Classification - Eff 12/18/2016 (2% ATB)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Clinical Nurse I	\$ 39,3952													
Clinical Nurse II	\$ 53,4289	\$ 54,8665	\$ 56,5231	\$ 59,3250	\$ 62,2853	\$ 63,9404	\$ 66,3593	\$ 67,8425	\$ 70,0215	\$ 71,7721	\$ 73,5663	\$ 75,4054	\$ 77,2906	\$ 79,2228
Clinical Nurse II Per Diem	\$ 61,4433	\$ 63,0964	\$ 65,0016	\$ 68,2237	\$ 71,6280	\$ 73,5315	\$ 76,3132	\$ 78,0188	\$ 80,5247	\$ 82,5378	\$ 84,6012	\$ 86,7163	\$ 88,8842	\$ 91,1062
Clinical Nurse III	\$ 56,0725	\$ 57,7290	\$ 60,6045	\$ 62,2853	\$ 65,3874	\$ 67,1836	\$ 68,5590	\$ 71,2758	\$ 73,5309	\$ 75,3692	\$ 77,2534	\$ 79,1847	\$ 81,1645	\$ 83,1935

**SEIU RN Advanced Practice Rates**

Classification - Effective 06/08/2014 (2% ATB)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Certified Nurse Midwife	\$ 60.7433	\$ 62.3630	\$ 64.1599	\$ 68.5461	\$ 72.6603	\$ 76.0887	\$ 79.1980	\$ 80.7823	\$ 82.3783	\$ 84.0297
Certified Nurse Midwife (SAN)					\$ 83.5593	\$ 87.5020	\$ 91.0777	\$ 92.8965	\$ 94.7381	\$ 96.6364
Clinical Nurse Specialist	\$ 53.8036	\$ 55.2460	\$ 56.8066	\$ 60.6842	\$ 64.3373	\$ 67.3675	\$ 70.0948	\$ 71.5017	\$ 72.9321	\$ 74.3899
Clinical Nurse Specialist (SAN)	\$ 61.8741	\$ 63.5328	\$ 65.3275	\$ 69.7869	\$ 73.9879	\$ 77.4956	\$ 80.6090	\$ 82.2270	\$ 83.8719	\$ 85.5484
Mid-Level Practitioner	\$ 58.8995	\$ 60.4804	\$ 62.1805	\$ 66.2187	\$ 70.5891	\$ 72.9270	\$ 74.4016	\$ 75.8893	\$ 77.4170	\$ 78.9597
Mid-Level Practitioner (SAN)					\$ 81.1775	\$ 83.8660	\$ 85.5617	\$ 87.2726	\$ 89.0296	\$ 90.8049
Nurse Anesthetist	\$ 87.2996	\$ 89.9185	\$ 92.6161	\$ 95.3946	\$ 98.2564	\$ 101.2041	\$ 104.2402	\$ 107.3674		
Nurse Anesthetist (SAN)		\$ 106.3839	\$ 109.5754	\$ 112.8626	\$ 116.2485	\$ 119.7360	\$ 123.3280	\$ 127.0279		

Classification - Effective 06/07/2015 (3% ATB)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Certified Nurse Midwife	\$ 62.5656	\$ 64.2339	\$ 66.0847	\$ 70.6025	\$ 74.8401	\$ 78.3714	\$ 81.5739	\$ 83.2058	\$ 84.8496	\$ 86.5506
Certified Nurse Midwife (SAN)					\$ 86.0661	\$ 90.1271	\$ 93.8100	\$ 95.6834	\$ 97.5802	\$ 99.5355
Clinical Nurse Specialist	\$ 55.4177	\$ 56.9034	\$ 58.5108	\$ 62.5047	\$ 66.2674	\$ 69.4091	\$ 72.1976	\$ 73.6468	\$ 75.1201	\$ 76.6216
Clinical Nurse Specialist (SAN)	\$ 63.7303	\$ 65.4388	\$ 67.2873	\$ 71.8805	\$ 76.2075	\$ 79.8205	\$ 83.0273	\$ 84.6938	\$ 86.3881	\$ 88.1149
Mid-Level Practitioner	\$ 60.6665	\$ 62.2948	\$ 64.0459	\$ 68.2053	\$ 72.7068	\$ 75.1148	\$ 76.6335	\$ 78.1660	\$ 79.7395	\$ 81.3285
Mid-Level Practitioner (SAN)					\$ 83.6128	\$ 86.3820	\$ 88.1286	\$ 89.8908	\$ 91.7005	\$ 93.5290
Nurse Anesthetist	\$ 89.9186	\$ 92.6161	\$ 95.3946	\$ 98.2564	\$ 101.2041	\$ 104.2402	\$ 107.3674	\$ 110.5884		
Nurse Anesthetist (SAN)		\$ 109.5754	\$ 112.8627	\$ 116.2485	\$ 119.7360	\$ 123.3281	\$ 127.0278	\$ 130.8387		

Classification - Effective 06/19/2016 (3% ATB)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Certified Nurse Midwife	\$ 64.4426	\$ 66.1609	\$ 68.0672	\$ 72.7206	\$ 77.0853	\$ 80.7225	\$ 84.0211	\$ 85.7020	\$ 87.3951	\$ 89.1471
Certified Nurse Midwife (SAN)					\$ 88.6431	\$ 92.8309	\$ 96.6243	\$ 98.5539	\$ 100.5078	\$ 102.5216
Clinical Nurse Specialist	\$ 57.0802	\$ 58.6105	\$ 60.2661	\$ 64.3798	\$ 68.2554	\$ 71.4914	\$ 74.3835	\$ 75.8562	\$ 77.3737	\$ 78.9202
Clinical Nurse Specialist (SAN)	\$ 65.6422	\$ 67.4020	\$ 69.3059	\$ 74.0369	\$ 78.4937	\$ 82.2151	\$ 85.5181	\$ 87.2346	\$ 88.9797	\$ 90.7583
Mid-Level Practitioner	\$ 62.4865	\$ 64.1636	\$ 65.9673	\$ 70.2515	\$ 74.8880	\$ 77.3692	\$ 78.9325	\$ 80.5110	\$ 82.1317	\$ 83.7684
Mid-Level Practitioner (SAN)					\$ 86.1212	\$ 88.9735	\$ 90.7725	\$ 92.5875	\$ 94.4515	\$ 96.3349
Nurse Anesthetist	\$ 92.6162	\$ 95.3946	\$ 98.2564	\$ 101.2041	\$ 104.2402	\$ 107.3674	\$ 110.5884	\$ 113.9081		
Nurse Anesthetist (SAN)		\$ 112.8627	\$ 116.2486	\$ 119.7360	\$ 123.3281	\$ 127.0279	\$ 130.8386	\$ 134.7639		

Classification - Effective 12/18/2016 (2% ATB)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Certified Nurse Midwife	\$ 65.7315	\$ 67.4841	\$ 69.4285	\$ 74.1750	\$ 78.6270	\$ 82.3370	\$ 85.7015	\$ 87.4160	\$ 89.1430	\$ 90.9300
Certified Nurse Midwife (SAN)					\$ 90.4211	\$ 94.6875	\$ 98.5568	\$ 100.5250	\$ 102.5178	\$ 104.5720
Clinical Nurse Specialist	\$ 58.2218	\$ 59.7827	\$ 61.4714	\$ 65.6674	\$ 69.6205	\$ 72.9212	\$ 75.8508	\$ 77.3733	\$ 78.9212	\$ 80.4986
Clinical Nurse Specialist (SAN)	\$ 66.9550	\$ 68.7500	\$ 70.6920	\$ 75.5176	\$ 80.0636	\$ 83.8594	\$ 87.2285	\$ 88.9793	\$ 90.7593	\$ 92.5735
Mid-Level Practitioner	\$ 63.7362	\$ 65.4469	\$ 67.2866	\$ 71.6565	\$ 76.3858	\$ 78.9156	\$ 80.5112	\$ 82.1212	\$ 83.7743	\$ 85.4438
Mid-Level Practitioner (SAN)					\$ 87.8436	\$ 90.7530	\$ 92.5880	\$ 94.4393	\$ 96.3405	\$ 98.2616
Nurse Anesthetist	\$ 94.4635	\$ 97.3025	\$ 100.2215	\$ 103.2282	\$ 106.3250	\$ 109.5147	\$ 112.8002	\$ 116.1842		
Nurse Anesthetist (SAN)		\$ 115.1200	\$ 118.5736	\$ 122.1307	\$ 125.7947	\$ 129.5685	\$ 133.4554	\$ 137.4592		

## APPENDIX B - DOMESTIC PARTNER DEFINED

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

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

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

### **New Statements of Domestic Partnership**

APPENDIX C

Appendix C

**Plan for Reduction in Force**

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

**Pre-Layoff Actions**

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

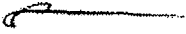
What are they annually?

Signature of Manager

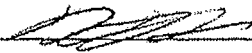
\_\_\_\_\_

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

For SEIU:

  
\_\_\_\_\_

For ACMC:

  
\_\_\_\_\_

Date: 2/9/12

Date: 2/9/12

Appendix D- Staffing Plans

**ACUTE REHAB. WARD**  
**Staffing**

*10/1/09*

CENSUS	35/36	34	33	32	31	30	29	28	27	26	25	24	23	22	21	20
<b>AM</b>	7 RNs 2 LVNs 2 CNAs	7 RNs 2 LVNs 2 CNAs	7 RNs 1 LVN 2 CNAs	6 RNs 2 LVNs 2 CNAs	6 RNs 2 LVNs 2 CNAs	6 RNs 2 LVNs 2 CNAs	5 RNs 2 LVNs 2 CNAs	5 RNs 2 LVNs 2 CNAs	5 RNs 2 LVNs 2 CNAs	5 RNs 2 LVNs 2 CNAs	5 RNs 1 LVN 1 CNA	5 RNs 1 LVN 1 CNA	5 RNs 1 LVN 1 CNA	5 RNs 1 LVN 1 CNA	4 RNs 1 LVN 1 CNA	4 RNs 1 LVN 1 CNA
<b>PM</b>	7 RNs 2 LVNs 2 CNAs	7 RNs 2 LVNs 2 CNAs	7 RNs 1 LVN 2 CNAs	6 RNs 2 LVNs 2 CNAs	6 RNs 2 LVNs 2 CNAs	6 RNs 2 LVNs 2 CNAs	5 RNs 2 LVNs 2 CNAs	5 RNs 2 LVNs 2 CNAs	5 RNs 2 LVNs 2 CNAs	5 RNs 2 LVNs 2 CNAs	5 RNs 1 LVN 1 CNA	5 RNs 1 LVN 1 CNA	5 RNs 1 LVN 1 CNA	5 RNs 1 LVN 1 CNA	4 RNs 1 LVN 1 CNA	4 RNs 1 LVN 1 CNA
<b>NOC</b>	7 RNs 2 LVNs 1 CNA	7 RNs 2 LVNs 1 CNA	7 RNs 1 LVN 1 CNA	6 RNs 2 LVNs 1 CNA	6 RNs 2 LVNs 1 CNA	6 RNs 2 LVNs 1 CNA	5 RNs 2 LVNs 1 CNA	5 RNs 2 LVNs 1 CNA	5 RNs 2 LVNs 1 CNA	5 RNs 2 LVNs 1 CNA	5 RNs 1 LVN 1 CNA	5 RNs 1 LVN 1 CNA	5 RNs 1 LVN 1 CNA	5 RNs 1 LVN 1 CNA	4 RNs 1 LVN 1 CNA	4 RNs 1 LVN 1 CNA

Sitter is not included

\*\*\* 1 Charge RN/ Break Nurse every shift \*\*\*

*37 or more = 10 license + 3 CNA  
or  
9 license + 4 CNA*

*[Signature]*

1 Change from 7 shift  
 Sitters is not included

CENSUS	19	18	17	16	15	14	13	12
AM Shift	4 RNs 1 LVN 1 CNA	4 RNs 1 LVN 1 CNA	4 RNs 2 LVN 1 CNA	4 RNs 2 LVN 1 CNA	4 RNs 2 LVN 1 CNA	4 RNs 2 LVN 1 CNA	3 RNs 2 LVN 1 CNA	3 RNs 2 LVN 1 CNA
PM	4 RNs 1 LVN 1 CNA	4 RNs 1 LVN 1 CNA	4 RNs 2 LVN 1 CNA	4 RNs 2 LVN 1 CNA	4 RNs 2 LVN 1 CNA	4 RNs 2 LVN 1 CNA	3 RNs 2 LVN 1 CNA	3 RNs 2 LVN 1 CNA
Night	4 RNs 1 LVN 1 CNA	4 RNs 1 LVN 1 CNA	4 RNs 2 LVN 1 CNA	4 RNs 2 LVN 1 CNA	4 RNs 2 LVN 1 CNA	4 RNs 2 LVN 1 CNA	3 RNs 2 LVN 1 CNA	3 RNs 2 LVN 1 CNA

SNF

Census	Day Shift				PM Shift				Night Shift		
	RN	LVN	NA	CLERK	RN	LVN	NA	CLERK	RN	LVN	NA
9	1		1		1		1		1		1
10	1		2		1		1		1		1
11	1		2		1		1		1		1
12	1		2		1		1		1		1

State Regs: Days pms Nocs Days pms Nocs  
 LVNs 1:20 1:25 1:30 CNAs 1:09 1:10 1:15

Census	Day Shift				PM Shift				Night Shift		
	RN	LVN	NA	CLERK	RN	LVN	NA	CLERK	RN	LVN	NA
19	1	2	5	1	1	2	4	0	1	1	3
20	1	2	5	1	1	2	4	0	1	1	3
21	1	2	5	1	1	2	4	0	1	1	3
22	1	2	5	1	1	2	4	0	1	1	3
23	1	2	5	1	1	2	4	0	1	1	3
24	1	2	5	1	1	2	4	0	1	1	3
25	1	2	5	1	1	2	4	0	1	1	3
26	1	2	5	1	1	2	4	0	1	1	3
27	1	2	5	1	1	2	4	0	1	1	3
28	1	2	5	1	1	2	4	0	1	1	3
29	1	2	5	1	1	2	4	0	1	1	3
30	1	2	5	1	1	2	4	0	1	1	3
31	1	2	5	1	1	2	4	0	1	1	3



SNF

Census	Day Shift				PM Shift				Night Shift		
	RN	LVN	NA	CLERK	RN	LVN	NA	CLERK	RN	LVN	NA
B-3 18	1	2	4	1	1	2	3		1	1	3
19	1	2	4	1	1	2	3		1	1	3
20	1	2	4	1	1	2	3		1	1	3
21	1	2	4	1	1	2	3		1	1	3
22	1	2	4	1	1	2	3		1	1	3
23	1	2	4	1	1	2	3		1	1	3
24	1	2	4	1	1	2	3		1	1	3
25	1	2	4	1	1	2	3		1	1	3
26	1	2	4	1	1	2	3		1	1	3
27	1	2	4	1	1	2	3		1	1	3

Census	Day Shift				PM Shift				Night Shift		
	RN	LVN	NA	CLERK	RN	LVN	NA	CLERK	RN	LVN	NA
B-4 19	1	2	5	1	1	2	3		1	1	3
20	1	2	5	1	1	2	3		1	1	3
21	1	2	5	1	1	2	3		1	1	3
22	1	2	5	1	1	2	3		1	1	3
23	1	2	5	1	1	2	3		1	1	3
24	1	2	5	1	1	2	3		1	1	3
25	1	2	5	1	1	2	3		1	1	3
26	1	2	5	1	1	2	3		1	1	3
27	1	2	5	1	1	2	3		1	1	3
28	1	2	5	1	1	2	3		1	1	3
29	1	2	5	1	1	2	3		1	1	3
30	1	2	5	1	1	2	3		1	1	3
31	1	2	5	1	1	2	3		1	1	3
32	1	2	5	1	1	2	3		1	1	3

E.D.

## New Staffing Number Guidelines

Effective 1/23/2012

### Monday – Friday

Time   Staff

- 0700 – 20:** Charge, desk, all room assignments, Intake, Triage, 2 RNs/LVNs @ FST, 1 SWAP/Treatment.
- 0900 – 22:** Above plus Triage/Float, 2nd SWAP/Tx
- 1100 – 25:** Above plus 1 Break/Float at triage, 2 Break RNs.
- 1300 – 25:** No changes
- 1500 – 24:** Break/Float triage at triage leaves.
- 1700 – 24:** No changes
- 1900 – 22:** Intake and Triage/Float leaves, Triage turns into Intake/Triage
- 2100 – 21:** No changes
- 2300 – 19:** Fast 1-6 and 7-10 leaves
- 0100 – 19:** No changes
- 0300 – 16:** Desk nurse and 2 Break nurses leave
- 0500 – 16:** No changes

### Saturday & Sunday

- 0700 – 19:** Charge, desk, all room assignments, Intake, Triage, FST 1-6, 1 SWAP/Treatment.
- 0900 – 20:** Above plus Fast 7-10
- 1100 – 23:** Above plus 1 Break/Float at triage, 2 Break RNs.
- 1300 – 23:** No changes
- 1500 – 22:** Break/Float triage at triage leaves.
- 1700 – 20:** Fast 1-6 and 7-10 leaves
- 1900 – 19:** Intake leaves, Triage turns into Intake/Triage
- 2100 – 19:** No changes
- 2300 – 19:** No changes
- 0100 – 19:** No changes
- 0300 – 16:** Desk nurse and 2 Break nurses leave
- 0500 – 16:** No changes

Please make every attempt to keep the front end and SWAP/Tx fully staffed at all times. These numbers are fluid and may be adjusted as needed based on patient volume. For multiple sick calls, remove Desk/Float RN first, second pull the second triage nurse (days) then put station 1 back to 4:1 ratios, then after discussing with the attending, close generic beds (24-26, 28-31, etc)

1/23/2012

**John George Psychiatric Pavilion Nursing Staffing Matrix**

Inpatient Units B, C, D- Patient Census per Unit = 23	
CN III	1
CN II	3
LVN/LPT	1
MHS	2

PES	
CN III	1
CN II	5
LVN/LPT	1
MHS	2

**7 FLOOR Staffing Matrix**

Census	Charge Nurse	Break RN	RN	LVN	PCA (Nursing Assistant)	Medical Clerk
36-40	1	1	7	1	2	1
31-35	1	1	6	1	2	1
26-30	1	1	5	1	2	1
21-25	1	1	4	1	1	1
16-20	1	1	3	1	1	1
< 15 Call Mgr						

When there are no LVNs available, please replace with an RN.

Please obtain approval for more than two (2) PCAs from the manager, admin. specialist, or house supervisor.

Any variance from the matrix will require an approval from the manager, admin. specialist, or house supervisor

We will be staffing according to volume with consideration of acuity levels of the patient, since the acuity entries on 7 East are currently not consistently validated.

Rosela Pastones – Manager: 437-4771 office 308-0290 pgr / 415-215-6956 cell

Denise Dixon - Admin. Specialist 437-4178 office / 696-0537 pgr.

## 5 EAST MATRIX

CENSUS	CHARGE RN	Break RN	RN	Floor CNA (see Note)	MC
25-28	1	1	7	1	1
21-24	1	1	6	1	1
17-20	1	1	5	1	1
13-16	1	0	4	1	1
9-12	1	0	3	1	1
5-8	1	0	2	1	1

*If there are 2 sitters or more on the floor, then there is no floor CNA.*

*If there is 1 sitter on the floor, then there is 1 floor CNA.*

*If there is no sitter on the floor, then there should be 1 floor CNA*

*When there are more than 2 sitters, the Manager must be called:*

*All overtime must be approved by Verrilien Clerve, 5E & SDU Nurse Manager, Maria Garcia, Charge Nurse or House Supervisor.*

*For any clarifications to the Staffing on 5 East, Please contact Verrilien Clerve, x47310 or page 262-1166 or Dorothy Summage x44984.*

*Number of Beds: 28*

*Budgeted Census: 20*

## SDU MATRIX

CENSUS	CHARGE RN	BREAK RN	TELE NURSE	RN	CNA'S FOR SITTERS ONLY	MC
16-18	1	1	1	6	0	1
13-15	1	1	1	5	0	1
10-12	1	1	1	4	0	1
7-9	1	0	1	1	0	1
4-6	1	0	1	1	0	1
1-3	1	0	1	1	0	1

*Maximum 5 sitters between SDU and ICU coordinated by charge nurses of each unit*

*Number of Beds: 18 (3:1 ratio)*

*Budget Census: 15*

## ICU STAFFING MATRIX

CENSUS	CHARGE RN	Break RN	RN	Floor CNA (see Note)	MC
19-20	1	1	10	1	1
17-18	1	1	9	1	1
15-16	1	1	8	1	1
13-14	1	1	7	1	1
11-12	1	1	6	1	1
9-10	1	1	5	1	1
7-8	1	1	4	1	1
5-6	1	1	3	1	1
3-4	1	1	2	1	1
0-2	1	1	2	1	1

\* Note: By law, there must be a minimum of 2 ICU nurses in the unit regardless the number of patients.

- ICU is staffed on a 2:1 ratio. Patients can be placed on a 1:1 ratio if they meet certain criteria.
- The normal ICU core is 14 RNs which does not include the Rapid Response Nurse (RRT).
- The ICU CNAs are used as sitters on the unit.
- If there are not sitter patients on the unit, then the CNA may be pulled to sit with patients on the nursing units.

*Number of Beds: 20*  
*Budgeted Census: 17.5*

08/21/2011 REVISED

## LABOR & DELIVERY MATRIX

CENSUS	CHARGE RN	Break RN	RN	Surgical Technicians	CNA's for Sitters -- only	MC
0-4	1	0	4	1		1
5-7	1	0	4	1	see	1
8-9	1	0	4	1	note	1
10-12	1	0	5	1	below	1

*\*For clarifications, Please contact Debbye Brown, Acting Nurse Manager (510) 437-4333, Pager (510) 308-0482*

*\*Manager or Assistant Nurse Manager must approve all overtime.*

*\*Above Matrix is applicable to normal uncomplicated laboring patients and or patients in the early phase and transitional phases of labor as well as uncomplicated OB Evaluation clients in the absence of an NST nurse.*

*Examples:*

*Early and Active Labor 1:2*

*Pitocin Induction and or Augmentation 1:2*

*Stable OB Evals 1:4*

*\*Matrix is exclusive of medical conditions of patients and stages of labor requiring 1:1 nurse patient ratios- e.g. Severe and or unstable PIH/Pre-eclampsia or eclampsia (Magnesium Sulfate Drip) HELLP syndrome, Precipitous Labor, Transitioning from 2<sup>nd</sup> stage labor to 3<sup>rd</sup> stage labor. C-Sections, Surgical Recoveries (1:2), etc.*

*\*CNA/Mental Health Specialist may be assigned to assist with special needs patients.*

*Number of Beds: 10 (1 Isolation Room (shared with Post Partum), 6 Laboring beds, 4 Triage beds)*

*Budget Census: 3.66*

Revised 10/18/10

# Nursery

## SCOPE OF CARE

ICN is Acute Care Nursery. It is comprised of 2 areas. Admit area for newborn infant admission and Intensive Care Nursery. The ICN has 8 bed capacity and 12 Intermediate Care.

## Staffing Matrix

Census	Nurses Needed	Admit Nursery	Total Nurses
0-6 patients	2 ICN RN	1	3
7-8 patients	2 ICN RN and (1RN/LVN)	1	4
9-11 patients	2 ICN nurses and 2RN (or 1RN/1LVN)	1	5
12-14 patients	3 ICN AND 2 RN/LVN	1	6

## Important Considerations:

Minimum staffing per shift will be two ICN nurse plus admit nurse regardless of census. A charge nurse for the shift may request for another nurse base on change in acuity of patients, anticipating 3 labor patients who are 6-9 cm and will deliver within 4 hrs at start of the shift and/or end of the shift, potential C/S mom, and mom who is 23-34 weeks in active labor.

Revised 11/30/09

SIDE LETTER OF AGREEMENT #1 - MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE

BETWEEN ACMC AND SEIU LOCAL 1021 RNS

Section 6.4.J 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 CNE/Department Manager or designee in his/her sole discretion, may grant major medical supplemental paid sick leave in those instances in which:

- The employee exhausted paid cumulative sick leave entitlement accrued pursuant to Article 8 hereof;
- The employee's absence is caused by a serious injury or illness requiring prolonged absence from work;
- The work or duties of the employee requesting such paid leave are being performed by others in the employee's work unit and another person has not been hired or assigned to the work unit to perform such duties;
- The injury or illness was not incurred in the course of employment; and
- The employee has not incurred a break in service subsequent to June 24, 1979.
- The CNE/Department Manager or designee's determination to deny major medical supplemental paid sick leave shall be final and non-grievable.

For ACMC:

*Janette London-Corbett*

For SEIU:

*Tom Jefferson*

Dated:

*July 23, 2009*



**SIDE LETTER OF AGREEMENT #2 - ACERA Statement**

If SEIU is able to obtain an official, written statement of position from ACERA stating that an employee regularly working three 12 hour shifts in a week (or 72 hours in a pay period) may be deemed "full time" for service credit purposes under ACERA, ACMC will agree to identify these 12 hour nurses as such.

SEIU agrees to indemnify and hold harmless ACMC for any negative impact to employees' past or future status under ACERA resulting from SEIU's inquiry.

For SEIU:



Date:

07/09/2009

For ACMC:



Date:

July 23, 2009



**ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION**

475 14th Street, Suite 1000, Oakland, CA 94612 800/838-1932 510/628-3000 fax: 510/268-9574 www.acera.org

March 4, 2009

Fran Jefferson  
Field Director, SEIU Local 1021  
155 Myrtle Street  
Oakland, CA 94607

**Re: Full-Time Employment – Nurses Working 36 Hours**

Dear Ms. Jefferson:

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

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

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

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

Please do not hesitate to contact me at (510) 628-3028 if you have any questions or concerns.

Sincerely,

Robert Gaumer  
ACERA Chief Counsel

cc: ACMC Human Resources Department

# ALAMEDA COUNTY MEDICAL CENTER



*Highland Campus \* Fairmont Campus  
John George Psychiatric Pavilion*

March 27, 2009

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

Dear Mr. Gaumer:

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

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

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

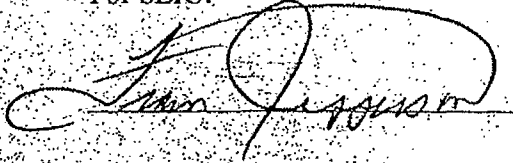
Sincerely,

Jeanette Loudon-Corbett  
Chief Human Resource Officer

SIDE LETTER OF AGREEMENT #3 – Float Policy

The parties agree to the attached Floating Policy.

For SEIU:



Lynn Ferguson

Date:

12/18/08

For ACMC:



Jeanette Linden Corbett

Date:

12/18/08

## FLOATING POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Side Letter of Understanding #4 between APMC and SEIU 1021  
Re: ACERA Re-opener**

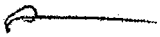
At APMC's request, the Union agrees to meet and confer with APMC over possible changes to the ACERA plan for future employees.

APMC 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 APMC and a majority of APMC employees.

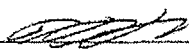
For the purposes of this Letter of Understanding, Section 26.1 of the Memorandum of Understanding between APMC and the Union shall be suspended and not apply. Prior to suspension of this section the Union and Management will engage in joint discussion with the HR Committee of the Board of Trustees, participate in mediation, and the Union will give 30 days notice to APMC prior to exercise of the right to strike.

For SEIU:

  
\_\_\_\_\_

Date: 2/9/12

For APMC:

  
\_\_\_\_\_

Date: 2/9/12

Side Letter of Understanding #5  
Between  
SEIU Local 1021 (the "Union")  
And  
Alameda County Medical Center ("ACMC")  
RE: John George

1. The Union and ACMC share a joint commitment to staffing John George with full-time and part-time positions where possible. The parties shall meet to review the current SAN usage and determine if additional full-time or part-time positions can be budgeted and posted pursuant to the job bidding provisions of the Memorandum of Understanding ("MOU"). The Union and ACMC shall make every reasonable effort to ensure that current eligible employees are given an opportunity to bid on and be awarded vacant positions consistent with the MOU, Article 18.
2. The parties further agree to meet to review whether there is a need for a Break Nurse on any or all shifts. If the parties mutually agree that the addition of a Break Nurse(s) is necessary, then the parties will amend the MOU in order to remove the exclusion of John George from the obligation to schedule a Break Nurse.

For SEIU:

  
\_\_\_\_\_

Date: 2/9/12

For ACMC:

  
\_\_\_\_\_

Date: 2/9/12



Side Letter of Understanding #6

*For purposes of this side letter, these clauses in the MOU are modified as follows*

**Article 14.3.4 ~~12-hour~~ Weekend Shift Only Positions- Pilot Program at John George Psychiatric Pavilion (cross-reference from Art. 5.1.1)**

~~5.1.1.1. Clinical Nurse II's and, after March 25, 2007, Clinical Nurse II's 24/7 Unit assigned to work two 12-hour shifts every weekend (definition of weekend in Article 14.3) shall be compensated at 26% of day shift and 31% for night shift, inclusive of shift differential. Benefits will be prorated in accordance with this contract.~~

~~5.1.2.2 For each nurse hired into a weekend-only shift, ACMC agrees to provide recognition and relief from weekend work for employees who have been with the Medical Center for twenty (20) years. When a weekend-only Nurse is hired on a unit, two (2) Nurses from that unit with at least twenty (20) years of service will be permitted to work only one weekend per month rather than the required two (2) weekends per month for as long as the weekend-only shift is filled. Employees will be provided relief in order of seniority. Employees currently on this schedule will not be adversely affected by this side letter.~~

- 14.3.4. Eligibility:** The program is available to all RNs and other bargaining unit employees who have completed Hospital and Department orientation. The final decision as to what areas the program is offered shall be at the reasonable discretion of the JGPP Director of Nursing.
- 14.3.5. Availability:** Each manager/director will determine the number of Weekend Plan commitments available in their respective areas of responsibility. These positions will be posted and employees can apply through the usual process.
- 14.3.6. Weekend defined:** Employees in this program will work two 12 hours weekend shifts and an extra 12 hour shift Friday or Monday of each weekend worked. Employees are to work Friday, Saturday and Sunday or Saturday, Sunday and Monday. The weekend is defined in Article 14.3.1. Positions can also be .60 FTEs working only Saturday and Sunday.
- 14.3.7. 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 Section 14.3.11 below or receive the regular weekend and shift premium pursuant to Section \_\_\_\_ and receive full-time health and welfare benefits and full-time paid time off benefits.
- 14.3.8. Duration:** Each commitment will be for a minimum of 52 weeks commencing at the beginning of a pay period. The effective date of the agreement cannot precede the beginning date of the pay period in which the agreement is signed. The

commitment is not automatically renewable. The decision to offer the opportunity to sign a new commitment is made by the CNE or designee and will be based upon continuing organizational need.

14.3.9. Incentive Differential: Staff on the Weekend Plan will receive a 26% differential for days and 33% for nights, all inclusive of shift differential for all hours meeting the commitment. Weekend differential is only paid for two 12 hour shifts per weekend. Overtime hours will be paid the overtime rate of pay pursuant to Article 13 Overtime. Staff on the Weekend Plan are eligible for all applicable differentials (except any other weekend differential or shift differential on weekends since they are included in the rates cited above) in addition to the Weekend Plan differential.

14.3.10. Terminating or Extending the Commitment: ACMC 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.

14.3.11. Administration: A Weekend Plan must be signed by the participant and the CNE or designee prior to the commencement of the commitment. The original agreement is forwarded to Human Resources for inclusion into the participant's personnel file. The department manager/director is responsible for monitoring adherence to the plan agreement. Upon completion of the plan commitment the manager/director will assess if the employee is eligible for renewal. If employee is eligible for renewal, a new Weekend Plan must be signed for the new time period.

14.3.12. 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.

14.3.14 If an employee is no longer working in the weekend only position either pursuant to 14.3.10 or 14.3.12, 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:

  
\_\_\_\_\_

Date: 2/9/12

For ACMC:

  
\_\_\_\_\_

Date: 2/9/12

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