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Quality Healthcare for All

Collective Bargaining Agreement with

Alameda Healthcare System
dba

South Shore & Water's Edge

May 1, 2015 – April 30, 2018

TABLE OF CONTENTS

	PAGE
AGREEMENT	1
WITNESSETH	1
PREAMBLE	1
SECTION 1. RECOGNITION	1
SECTION 2. MANAGEMENT RIGHTS.....	3
SECTION 3. HIRING AND PROBATIONARY PERIOD	4
SECTION 4. UNION MEMBERSHIP	4
SECTION 5. VOLUNTARY WRITTEN ASSIGNMENT OF WAGES.....	5
SECTION 6. WAGES.....	5
SECTION 7. JOINT COMMITTEES	7
SECTION 8. HOURS OF WORK.....	7
SECTION 9. SENIORITY	10
SECTION 10. JOB SECURITY	14
SECTION 11. PART-TIME EMPLOYEES.....	14
SECTION 12. JURY DUTY	15
SECTION 13. BEREAVEMENT LEAVE.....	15
SECTION 14. SICK LEAVE.....	16
SECTION 15. VACATIONS	17
SECTION 16. HOLIDAYS	18
SECTION 17. LEAVE OF ABSENCE	19
SECTION 18. HEALTH AND WELFARE BENEFITS.....	21
SECTION 19. UNEMPLOYMENT COMPENSATION AND DISABILITY	24
SECTION 20. GROUP LIFE INSURANCE	24
SECTION 21. RETIREMENT PLAN	24
SECTION 22. NO DISCRIMINATION.....	25
SECTION 23. UNIFORMS.....	25
SECTION 24. IN-SERVICE TRAINING	25
SECTION 25. EDUCATION LEAVE	26
SECTION 26. BULLETIN BOARDS.....	26

SECTION 27. UNION REPRESENTATIVES' VISITATIONS	26
SECTION 28. SHOP STEWARDS	27
SECTION 29. DISCHARGE FOR CAUSE	28
SECTION 30. GRIEVANCE PROCEDURE AND ARBITRATION	28
SECTION 31. NO STRIKE - NO LOCKOUT	33
SECTION 32. SAFETY	33
SECTION 33. CULTURAL DIVERSITY	33
SECTION 34. MERGERS, SALES AND CLOSURES.....	34
SECTION 35. BARGAINING COMMITTEE.....	34
SECTION 36. TERM OF AGREEMENT	35
APPENDIX A	37
APPENDIX B	38

AGREEMENT

THIS AGREEMENT is made and entered into by and between **ALAMEDA HEALTH SYSTEMS dba South Shore and Water's Edge in Alameda, California**, hereinafter called the "Facility" and **SEIU UNITED HEALTHCARE WORKERS WEST**, hereinafter called the "Union."

WITNESSETH

PREAMBLE

The Employer and the Union agree that all Facility employees and managers will treat each other, regardless of position, with dignity, respect, courtesy and trust. The foregoing principles shall also apply in providing services to patients and visitors.

Both parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operation of the Facility. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.

It is mutually agreed that it is the duty and right of the Administrator to manage the Facility and to direct the working forces. This includes the right to hire, transfer, promote, reclassify, layoff and discharge employees, subject only to the conditions herein set forth.

SECTION 1. RECOGNITION

The Facility recognizes the Union as the exclusive bargaining agent for employees covered by this Agreement whose classifications are listed in Appendix "B" and shall apply to other classifications which may be established within the scope of duties now and historically included within the classifications listed in Appendix "B." Excluded from the bargaining unit are guards, supervisors and such other classifications as may have been historically excluded from the unit.

In the event the Facility intends to subcontract work historically performed by employees covered by this Agreement; eliminate a job classification from this Agreement; permanently close the Facility or a department thereof that employs employees covered by this Agreement; or merge the Facility with or sell the Facility to another institution, the Facility shall so notify the Union at least sixty (60) days in advance of such intended action on its part and the parties shall discuss the impact of such action upon employees then working under this Agreement. Such discussions will include, but not be limited to, alternative employment for any employee who loses

his/her job as a result of the change and the impact of the change on patient care.

The Employer and the Union have agreed during the life of this Agreement to the following:

In instances where the Employer is currently operating, it will recognize the Union as the bargaining agent of unrepresented employees as determined by the following process:

1. The Union obtains a majority of authorization cards in the classifications for which the Union is requesting recognition excluding managers, supervisors, confidential employees and other classifications as may have been historically excluded from the unit.
2. The Union provides the Facility with a list of classifications for which the Union is requesting recognition.
3. If upon review of the submitted classifications, the Facility challenges Union representation for a classification(s) or specific employees within a classification(s) both the Facility and the Union agree to submit the dispute to PERB.
4. If upon review of the submitted classifications the Facility and the Union agree that there is no dispute, then the Facility and the Union agree that the State Medication and Conciliation Service shall determine majority verification.

Positive Campaign: The Union shall conduct organizing efforts in an atmosphere free of coercion, restraint, intimidation and threats, employees will be allowed to choose whether or not to be represented. Both parties shall conduct a positive campaign without mailing to homes. Positive campaign shall mean no derogatory statements or threats.

Accretion to Bargaining Unit: Upon determination by the State Mediation and Conciliation Service that a majority of the employees in submitted classifications are represented by the Union, the Facility shall accrete the employees of the affected classifications to the current bargaining unit, cover them in the current collective bargaining agreement and negotiate with the Union over the wages, hours, terms, and other conditions of their employment.

If there is a determination by the State Mediation and Conciliation Service that there is no majority in one (1) or more of the submitted classifications, the Union shall not submit authorization cards for a period of one (1) year from the date of the determination.

Neither party waives any rights conferred by the Meyers Millias Brown Act.

SECTION 2. MANAGEMENT RIGHTS

The parties recognize that consistent with the terms of this Memorandum of Understanding, the facilities shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its employees;
2. To determine the number and types of employment required and the assignment of work to such employees in accordance with the operational needs of the facilities;
3. Hire, promote, demote, transfer, assign and retain employees in positions within its authority;
4. Discipline, demote, suspend, or discharge employees;
5. To determine the standard and quality of the work product and to maintain the efficiency of facility operations;
6. Relieve employees from duties because of lack of work or for other legitimate reasons;
7. Determine and implement methods, means, assignments and personnel by which the facility operations are to be conducted;
8. Take such actions as may be necessary to carry out the mission of the facilities;
9. Initiate, prepare, certify, and administer its budget;
10. The provisions contained with this Memorandum supersede and cancel any previous understanding or any duty of the Employer to continue any other policy, rule, or practice and shall supersede any rules, regulations, or practice of the facilities which are contrary.
11. Exercise all powers and duties granted to the public employer by law.

The foregoing enumeration of rights and duties shall not be deemed to exclude other management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.

SECTION 3. HIRING AND PROBATIONARY PERIOD

- A. The Facility may hire employees from any source, but the Union shall be notified of vacancies in departments under its jurisdiction for the purpose of referring Union applicants to the Facility. Any person may be employed who, in the judgment of the Facility, will make the best employee, and the Facility shall be the sole judge of the fitness of any applicant for the job.
- B. A probationary period of ninety (90) days from the date of first hiring shall be established for new Regular Full-time and Regular Part-time employees. For Short-hour and Casual employees, the probationary period shall be three hundred sixty (360) hours worked from date of first hire. By mutual agreement the probationary period may be extended for an additional ninety (90) day period or even seven hundred twenty hours (720) for Part-time employees. During such probationary period the employee may be discharged for any reason which in the sole discretion of the Facility is just and sufficient.
- C. **New Employee Orientation:**
The Facility will provide the Union with one (1) hour of new employee orientation time on the Facility's premises. The first fifteen (15) minutes of this time shall occur at the end of the Facility's last forty-five (45) minutes shall be strictly voluntary and shall not be considered as compensable hours for any purpose. The Facility will provide prior notice to the Union of the dates of Facility New Employee Orientation.

SECTION 4. UNION MEMBERSHIP

- A. Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or, if the employee objects to the payment of that agency fee, such employee shall, as a condition of employment, pay that portion of the agency fee that is related to the Union's representation costs.

Employees who are required hereunder, to maintain membership or make payments described in Paragraph A above and fail to do so and employees who are required hereunder to join the Union and fail to do so shall, upon notice of such action in writing from the Union to the Facility, be replaced by a competent employee whenever such competent employee is available. The Facility shall be

sole judge of the competency of such employees.

New employees shall be notified of the Union membership requirements of the Agreement immediately upon employment.

The Union will provide copies of the membership applications and the Collective Bargaining Agreement to the Facility and the Facility will furnish each new employee with a copy of this Agreement and a membership application at the time of employment. Each new employee shall be informed of the provisions of this Section.

- B. The Facility shall supply the Union with a written notice of the names and addresses and classifications of work of new employees, and the names of employees terminated; such notice to be furnished not later than the tenth (10th) of the following month.

SECTION 5. VOLUNTARY WRITTEN ASSIGNMENT OF WAGES

During the term of the Agreement, the Facility will honor written assignments of wages to the Union for payment of Union initiation fee and dues, provided such assignments are submitted in a form agreed to by the Facility and the Union.

The Facility will promptly remit the monies deducted pursuant to such assignments, with a written statement of the names of employees for whom deductions were made.

Normally, the deduction of such assigned wages will be made on the first pay period of each month for the then current Union membership fees. However, the Union and the Facility may make other arrangements by mutual consent.

The Union will hold harmless the Facility against any claim or obligation which may be made by any person by reason of the deduction of Union membership fees and/or COPE, including the cost of defending against any such claim or obligation. The Union will have no monetary claim against the Facility by reason of failure to perform under this Section.

The Employer will honor written assignments of wages to the Union's Committee on Political Education (COPE) fund, when such assignments are submitted in the attached form agreed to by the Employer and the Union, and will remit such contributions to the Union in accordance with the procedures set forth above.

SECTION 6. WAGES

- A. **Wages:** The minimum wage rates are hereby contained in Appendix B.
- B. **Payday:** The Facility's payday shall be every other Friday, the Facility will use its

best efforts to pay employees working P.M. shifts and night shifts (as defined herein) by the conclusion of their last shift which begins on Thursday. If the Facility's payday falls on an employee's day off, the Facility will to the best of its ability, issue paychecks no later than 3:30 P.M. on a payday.

- C. An employee hired by the Facility shall start at the second (2nd) step of the wage progression for the classification if the employee has had three (3) or more years of verified previous experience within the last five (5) years in the same classification at another accredited Facility.
- D. **Meals:** Employees working in the Dietary Department shall be entitled to the regular meals occurring within their shift without deduction in their compensation.
- E. **P.M./Night Shift Differential:** Employee's working the PM and night shift shall receive a shift differential of fifty cents (\$0.50) per hour for hours worked. Hours paid but not worked shall not be eligible for shift differential. Employees receiving shift differential prior to this Agreement shall continue to receive shift differential at the prior rates, and terms.
- F. **Split Shift:** The Employer has no intention of creating split shifts. However, if they should see a need for split shifts, they agree to meet and confer with the Union prior to implementation.
- G. It is understood that the provisions of the Agreement relating to hours, wages and working conditions are intended to establish minimum terms for the hiring of employees subject to this Agreement, that so long as the Facility meets these minimum terms with respect to such employment, it has fully performed its obligations under this Agreement; and that this Agreement is not intended to preclude or discourage the hiring of employees under terms more favorable to them.
- H. **In-Lieu of Benefit Differential:** Short-hour and Casual employees who continue to work in excess of sixty (60) days shall receive one dollar and forty-five cents (\$1.45) per hour above the regular starting rate for their classification in lieu of fringe benefits other than shift differentials.
- I. **No Translation Requirement:** No employee will be required to interpret or translate as a condition of employment and no employee will be disciplined for refusing to interpret or translate.
- J. **Hazardous Material Training:**
The Facility will provide training for those employees required to handle hazardous materials upon hire, and annually thereafter. It is expressly

understood there is no additional premium for handling hazardous materials.

SECTION 7. JOINT COMMITTEES

SAFETY - The Union shall have the right to appoint up to four (4) members to the existing SNF Safety Committee. Members who are appointed shall be provided release time if they are scheduled to work depending on staffing needs.

PERFORMANCE IMPROVEMENT COMMITTEE - The Union shall have the right to appoint up to four (4) members to the Performance Improvement Committee. Members who are appointed shall be provided release time if they are scheduled to work depending upon staffing needs.

JOINT-LABOR MANAGEMENT COMMITTEE - The Facility and the Union agree to establish a Joint Labor-Management Committee. The Union and the Facility shall have the right to appoint up to four (4) representatives to the Committee. The Committee shall meet every other month. The Committee is a collaborative effort to identify areas of concern and jointly problem-solve matters of mutual concern. The Committee shall endeavor to reach consensus. Recommendations reached by consensus shall be forwarded to the Director for review. The decision of the Director shall be final and binding. In the event the Committee does not reach consensus but a majority of the Committee supports a recommendation(s), the recommendation(s) shall be forwarded to the Director for review. The decision of the Director shall be final and binding.

SECTION 8. HOURS OF WORK

A. The straight-time workweek shall be forty (40) hours per week, five (5) days per week. A straight-time day's work will consist of no more than eight (8) hours. If an employee is required to work in excess of eight (8) hours in any day or in excess of forty (40) hours in any one (1) workweek, he/she shall be paid overtime at the rate of time and one-half (1-½) if such time has been authorized in advance. Overtime worked that has not been authorized shall be paid at the rate of fifty-cents (\$0.50) per hour for the first two (2) hours. All paid hours shall be counted in the computation of overtime, except for Jury Leave, Bereavement Leave, Educational Leave and Vacations.

Double the employee's regular rate of pay shall be paid for all hours worked in excess of twelve (12) consecutive hours in any one (1) workday excluding meal period. There shall be no pyramiding of overtime pay under this Agreement.

Whenever practical and possible in light of Facility requirements, the Facility will endeavor to schedule two (2) consecutive days off a week. No employee shall be required to work two (2) full shifts within a period of twenty-four (24) hours;

provided, however, that if in an emergency, the Facility cannot secure the consent of sufficient employees to work as is necessary within a unit or department, the Facility may require such work by assignment in the inverse order of seniority.

Work schedules shall be posted at least two (2) weeks in advance. An employee whose posted work schedule is to be changed will be notified as soon as possible of such change.

- B. **Days Off:** An employee required to work seven (7) consecutive days without a day off shall be compensated at the rate of double the employee's basic straight-time hourly rate for the seventh (7th) day worked, or portion thereof, until granted a day off. This provision may be waived on the request of an individual employee and with the agreement of the Facility.

- C. **Reporting Pay:** An employee who reports to work as scheduled will be guaranteed four (4) hours of pay at straight-time for reporting as scheduled if work is not provided by the Facility, unless the employee's schedule is understood to call for a shift of less than four (4) hours, in which case the employee will be paid for scheduled hours only. If such employee reports to work as scheduled and works in excess of four (4) hours, the employee will be guaranteed eight (8) hours of pay at straight-time if work is not provided by the Facility, unless the employee's schedule is understood to call for a shift of less than eight (8) hours, in which case the employee will be paid for scheduled hours only. In the case where an employee is called to work at the last moment and only works seven (7) hours of the shift, such employee shall be compensated for eight (8) hours of work. In cases where the employee is entitled to overtime, the employee will receive overtime at the rate of time and one-half (1-1/2) for actual hours worked or the appropriate guarantee, whichever is higher.

- D. **Work in Higher Classification:** Any employee who is required by the Facility to perform work in a higher classification (except for rest periods and meal relief) shall be paid at a rate based on the ratio of time spent in the classification.

- E. **Rest Periods:** Each employee shall be granted a rest period of fifteen (15) minutes during each half shift without deduction in pay.

- F. **Categories of Employees:**
 - 1. **Regular Full-time:** An employee who works on a predetermined work schedule of forty (40) hours per week, or on any Full-time rotation system.
 - 2. **Regular Part-time:** An employee who works a predetermined work schedule of twenty (20) or more hours per week, but less than Full-time as described above. Regular Part-time employees may place their names on a separate list for additional work.

3. **Short-hour**: An employee who works a predetermined work schedule of less than twenty (20) hours per week and who may work other relief hours (Vacation, Holiday, Leave of Absence, Sick Leave, etc.) or increased hours temporarily because of fluctuations in census, as agreed between the employee and the Facility.
 4. **Casual**: An employee who works relief hours (Vacation, Holiday, Leave of Absence, Sick Leave, etc.) or other Temporary hours because of fluctuations in census, as agreed between the employee and the Facility.
 5.
 - a. A Short-hour or Casual employee who is regularly assigned for a period in excess of ninety (90) calendar days to a work schedule of twenty (20) hours a week or more shall be reclassified as a Regular Full-time or Regular Part-time employee.
 - b. The above shall not apply if, prior to the ninetieth (90th) calendar day of work, the Union, Employer and the affected employee have reached a signed agreement to extend the Short-hour or Casual employee's regular schedule for up to an additional ninety (90) days. Should the affected employee not wish to extend said regular schedule, the Employer may offer such work to another employee.
- G. In the event employees are absent, the Facility will make every reasonable effort to replace such employees if the Facility sees the need to do so from an operational standpoint. If employees who are absent are not replaced, the workload will be distributed in an equitable manner between remaining employees.
- H. The Facility will ask employees, by classification, to sign a list showing a desire to work extra shifts. When and if the Facility needs extra help, it will ask qualified employees on the list in order of seniority. It is understood and agreed that this provision does not obligate the Facility to enter into arrangements that will cause it to incur overtime expense. If the Facility is unable to obtain the necessary extra help in this manner, it may otherwise obtain the extra help.
- I. **No Mandatory Overtime**. There shall be no mandatory overtime, except during a state of emergency declared by the City, County, State or Federal authorities, or during a short-term (not to exceed twenty-four [24] hours) City or County mandatory diversion override. The Employer shall staff in order to ensure no mandatory overtime. If an exception in staffing shall occur, the Employer may require the least senior employee on duty to remain.

SECTION 9. SENIORITY

A. Definitions:

1. Unless otherwise specified, seniority shall commence on the most recent date of continuous employment in an SEIU-UHW bargaining unit position with the Facility for a Full-time employee or Regular Part-time employee or Short-hour employee and shall mean total continuous service with the Facility thereafter; provided that seniority shall have no application during the first thirty (30) days of continuous employment.
 - a) A Casual employee's seniority is determined by his/her most recent date of employment. A Casual employee cannot exercise seniority against a Full-time, Part-time or Short-hour employee. Casual employees have seniority only among themselves.
 - b) Seniority will not change when an employee reclassifies. If a Full-time, Part-time or Short-hour employee is reclassified to Casual, that employee will retain their seniority and will only have seniority among other Casual employees. If a Casual employee is reclassified to or successfully bids into a Full-time, Part-time or Short-hour position, that employee will retain their seniority.
 - c) Employees will only lose their seniority according to provisions in Section 8.I.
2. An anniversary date will be established for employees whose seniority date is adjusted according to provisions in Section 16.G. The anniversary date will be used in place of the employee's seniority.
3. Temporary layoff is defined as a layoff which is not expected to be more than one (1) to fifteen (15) calendar days. Indefinite layoff is defined as a layoff which is uncertain in duration and is expected to be in excess of fourteen (14) days. Permanent layoff is defined as a layoff resulting from the discontinuance of a service; from the abolishment of a department, classification or position where there is no reasonable expectation of recall; or from any layoff in excess of six (6) months.

The order of cancellations for a temporary layoff shall be as follows:

- Volunteers
- Registry
- Casual employees (least senior first)
- Short-hour employees (least senior first)
- Part-time and Full-time employees (least senior first) working overtime hours
- Part-time and Full-time employees (least senior first) working

beyond their regular FTE that payroll period

- Part-time and Full-time employees (least senior first) working their regular FTE hours.

Notwithstanding any of the above procedures, it is specifically understood that a Full-time employee who is requested to pick up an additional shift in the same workweek will not be given an Excused Absence ("EA") day and replaced with another employee for one of their regularly scheduled shifts without their prior consent.

It is also understood that this does not prevent the Facility from normal reduction of staff due to census fluctuation.

The order of cancellations for an indefinite and/or a permanent layoff shall be Casual employees (least senior first) and they shall be the last to be recalled when there is a reduction of the workforce and Short-hour employees shall be next (least senior first) to be so laid off and recalled, then Part-time and Full-time employees (least senior first) to be so laid off and recalled.

B. **Seniority Rosters:** The Facility shall furnish the Union with seniority lists upon request by the Union.

C. **Layoff and Recall:** In the case of notice under this Section, such notice shall not be required in the event of war, civil unrest, equipment breakdown, natural disasters or acts of God. Employees with seniority on indefinite or permanent layoff will be called for Casual work in their classification and department in order of seniority by employee category (Full-time or Part-time and then Short-hour and then Casual) and shall be given preference over all other employees within their classification who are seeking Casual work; provided the employee called to work must be able to properly perform the work to be done. Such employees will be paid a premium in lieu of benefits for all such hours worked. (Assignments to other Casual employees will be in accordance with Section 8.G.).

D. **Permanent Vacancies:**

1. In the case of a permanent Full-time or Regular Part-time or Short-hour vacancy on the same shift or another shift, employees shall, upon written bid under Section 8.E., Posting Requirements, be considered for the vacant position in the following order of seniority if they meet the qualifications of the job and if their work performance has been satisfactory on their current job.

Minimum qualifications shall appear on position postings.

- a. Regular Full-time and Regular Part-time employees within the department.

- b. Regular Full-time and Regular Part-time from all departments.
 - c. Short-hour employees within the department.
 - d. Short-hour employees from all departments.
 - e. Casual employees within the department.
 - f. Casual employees from all departments.
 - g. Former employees who have been laid off for less than one (1) year.
 - h. Employees who have been off the payroll for less than one (1) year as provided in Section 8.D.2.
 - i. Other applications.
2. Section 8.D.3 shall apply to compensation in the event the vacancy involves a promotion. Former employees, who have been off the Facility payroll for less than one (1) year and who have not been discharged for cause by the Facility, and who have not resigned without giving two (2) weeks' notice unless the same is waived, will have their applications for posted jobs considered before other external applicants, provided that they meet the qualifications for the posted job and have a prior record of satisfactory performance at the Facility.
3. Employees who are promoted to a new position or who transfer to another position through the bidding process shall have orientation as necessary, and such employees shall have up to ninety (90) days of evaluation of their performance. If, at any time within such ninety (90) day period the employee fails to perform satisfactorily, or if, within forty-five (45) days, the employee voluntarily chooses to return to his/her former position, such employee shall be returned to his/her former position without any change in seniority or wage rate in the former position.
4. Written requests for transfer to a vacancy that may potentially occur within the Facility may be submitted in advance, provided such request is submitted in writing to the department in which the potential vacancy may occur, with a copy to the Personnel Department of the Facility. Such written request shall constitute an automatic bid for thirty (30) days. It is understood that any bid or written request under this paragraph is limited to vacancies or potential vacancies in positions subject to this Agreement.
- 5.
- i. **No Voluntary Transfer to a Lower Paying Classification (Rate of Pay)**
An employee who is involuntarily transferred into a lower paying classification shall continue to receive the same rate of pay that the employee received prior to the transfer for a period of time not to exceed three (3) months.

ii. **Voluntary Transfer (Rate of Pay)**

An employee who voluntarily transfers into a new or different classification shall be paid at the wage step commensurate with the employee's years of service, with the exception that an employee who is promoted into an LVN position shall enter the LVN wage schedule at the start rate unless otherwise agreed to by the Facility and the employee.

E. **Posting Requirements:** It is understood that in none of the foregoing instances does the contract contemplate a bumping procedure, except as provided in Section 8.D.4. References are to permanent vacancies and not to assignments arising from rotation of personnel, vacation, holiday or sickness relief. To aid in the administration of these provisions, permanent vacancies for regular Full-time, Regular Part-time or Short-hour jobs in any department will be posted for five (5) working days in a location or locations accessible to all employees so that employees in the department who wish to do so and who think they may be qualified shall have an opportunity to apply. This does not prevent the Facility from filling the vacancy on a temporary basis during the five (5) day posting period.

F. **Use of Casual List:** Except in cases where specialized work or skill or trained personnel are required on the job, Short-hour employees who are available for Casual work and Casual employees shall be called by seniority and classification. The Facility shall maintain records of calls placed, which include the date and time called. Such records will be made available to the Union upon request. In connection with the above, the Facility shall call all employees on the list for a specific shift before calling an outside agency or registry.

G. Casual employees shall make themselves available for work at least five (5) shifts during a six (6) week schedule to include one weekend (equivalent to two [2] weekend shifts) during the six (6) week schedule.

All Casual employees must work one (1) of the three (3) major holidays (New Year's, Thanksgiving or Christmas).

H. **Benefit of Premium Eligibility:**

1. Short-hour or Casual employees receiving a premium in lieu of benefits shall upon classification as Regular Full-time or Regular Part-time, start Regular Full-time or Regular Part-time benefit accumulation and tenure advancement commencing from the change in classification.
2. Regular Full-time or Regular Part-time employees shall upon classification as a Short-hour or Casual employee receive, effective on date of classification change, the premium in lieu of benefits and shall be paid earned and unpaid vacation and earned unpaid holiday pay for which

they are eligible until date of classification change. Time off equivalent to the earned and unpaid vacation and holidays above shall be granted to employees upon request provided such request is made at the change of status and time off is taken within the following six (6) months. Employees who are reclassified will not have their tenure step reduced.

- I. **Loss of Seniority**: Seniority shall be terminated by:
 - 1. Discharge
 - 2. Resignation
 - 3. Absence in excess of twenty-four (24) consecutive months by reason of industrial injury, unless extended by mutual consent.
 - 4. Failure to return from a leave of absence in accordance with the terms of the leave.

- J. **Reasonable Accommodation**: If a disabled employee seeks a reasonable work accommodation from the Facility, that employee, the Facility and the Union shall meet promptly to discuss making such accommodation if feasible.

SECTION 10. JOB SECURITY

Job Security:

The parties acknowledge a common goal and intent of providing employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees, but recognize there are circumstances when avoiding displacement cannot be achieved. The parties acknowledge a mutual objective of making use of attrition, business growth, job matching, retraining and/or other mutually agreed upon mechanisms to accomplish this goal. Insofar as practicable, the Employer will make every effort to avoid displacing employees, i.e. reductions in force, reduction in hours, daily cancellations, and job elimination on a temporary, indefinite, or permanent basis. The parties agree that employees faced with displacement from their position shall be given first consideration for reassignment or floating whenever possible in lieu of involuntary reductions. Furthermore, if an employee is permanently or indefinitely laid off, the Employer will assist the Employee in identifying other job opportunities in other departments and other AHS facilities.

SECTION 11. PART-TIME EMPLOYEES

- A. A Regular Part-time employee shall receive prorated vacation, prorated sick leave, and prorated holiday pay when paid holidays fall on the employee's regularly scheduled workdays. In addition, such employees will be covered by the Health Plan, the Dental Plan, the Prescription Drug Plan, Vision Care Plan,

and the Group Life Insurance Plan.

- B.1. A Regular Part-time employee who is regularly assigned to an additional day or days of work beyond his or her weekly schedule of work for a period of ninety (90) calendar days shall be reclassified to a revised schedule consistent with such additional work.
- B.2. The above shall not apply if with prior notice, the employee is aware that such assignment of additional hours is for the purpose of temporary coverage for leaves of absences, etc.
- C. On-call employees shall be eligible for progression to the next tenure step upon accumulation of one thousand (1,000) hours of work, provided (1) no on-call employee shall advance more than one (1) tenure step during the twelve (12) month period commencing with date of employment or date of employee's most recent tenure advancement; and (2) the accumulation is accomplished in no more than three (3) consecutive years.

SECTION 12. JURY DUTY

A regular employee who has completed the probationary period and is called for jury duty (or is subpoenaed to appear as a witness in a state or federal court proceeding in which the employee is not a party) will receive the difference between jury pay or witness fees and normal straight-time earnings. As a condition to jury duty pay the employee must notify the Facility as soon as reasonable after he/she receives notice to report (normally within twenty-four (24) hours) and must cooperate in trying to be excused if the Facility deems it necessary in the interest of patient care. Also as a condition to receiving jury pay, the employee must produce a receipt from the Jury Commissioner that he/she has been called or served, if such receipts are provided.

If a day shift employee is excused from serving in time to complete a portion of his/her shift, he/she will advise the Facility by telephone and if requested to do so, will return to the Facility to complete his/her shift. If an evening shift employee is excused from serving within four (4) hours of reporting for jury duty, he/she will advise the Facility by telephone and if requested to do so, will work for up to four (4) hours that same calendar day on that individual's shift. Night shift employees shall be excused from their shift on the night before reporting for jury duty.

SECTION 13. BEREAVEMENT LEAVE

Bereavement leave up to three (3) days shall be granted to regular employees who have completed the probationary period, in case of death in the employee's immediate family, which shall be defined to include:

- Spouse/Domestic Partner
- Mother/Father (or individuals who have, prior to the employee having attained legal majority, officially stood in the place of Mother/Father)
- Daughter/Son/Legally adopted child (or in the process of being adopted)
- Sister/Brother
- Mother-in-law/Father-in-law
- Grandparents
- Grandchild

It is expressly understood that the employee is not required to attend the funeral to qualify for these three (3) paid days of Bereavement Leave.

The three (3) paid days may be taken within forty-five (45) days after the death but must be pre-scheduled with the Supervisor no less than two (2) weeks prior to the requested date(s).

An additional two (2) days of unpaid time off for Bereavement Leave shall be allowed for an employee to attend a funeral which is more than two hundred (200) miles from the Facility.

Non-Benefited employees:

Non-benefited employees may take unpaid time off of up to three (3) days within forty-five (45) days after a qualifying death. This time off must be pre-scheduled with the Supervisor and will be granted based on staffing needs no less than two (2) weeks prior to the requested date(s).

The Facility may require reasonable proof of death in order to qualify for bereavement leave.

SECTION 14. SICK LEAVE

- A. Sick leave with pay for bona fide illness shall be granted to regular employees at the rate of seven (7) days per year. Sick leave shall accrue per pay period. Sick leave shall accumulate to a maximum of twenty (20) days. An employee shall not be entitled to paid sick leave until he/she has been continuously employed for ninety (90) calendar days. But upon becoming a regular employee after ninety (90) calendar days' of employment, sick leave credit shall relate back to the first month of employment. Upon request by an employee, the Facility will furnish such employee with his/her sick leave record. An employee may use up to one-half (1/2) of his/her annual accrual to attend to the illness of his/her child, parent, or spouse.

- B. Sick leave shall be paid for normal working days and shall not exceed five (5) days in any week. Pay for sick leave shall be at the same rate the employee would have received had the normal working day been worked.
- C. The Facility may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed. A doctor's certificate may be required for any absence due to illness during the first year of employment. A doctor's certificate may be required only if the employee has been absent for more than three (3) consecutive days of work or if the Facility has reason to believe the absence is an abuse of this sick leave provision.
- D. Payment of sick leave shall not affect and shall be supplementary to disability payments or Workers' Compensation. An employee entitled to disability or Workers' Compensation benefits shall receive, in addition thereto, such portion of his or her accumulated sick leave as will meet, but not exceed, the standard earnings of such employee for his or her normal workweek, up to a maximum of five (5) days.

SECTION 15. VACATIONS

- A. The following shall be the vacation accruals for full-time employees. Vacation shall accrue per pay period based on twenty-six (26) pay periods.

Vacations shall be pro-rated for part-time employees.

YEARS OF SERVICE	EARNED VACATION DAYS
UP to 1 year	18 vacation days
1 year up to 4 years	25 vacation days
4 years up to 7 years	27 vacation days
7 years up to 10 years	31 vacation days
10 years and above	34 vacation days

- B. Vacations accrual shall not exceed one and one-half (1-1/2) the employee's yearly accrual. Employees that reach the cap will cease accruing vacation days until the balance is reduced below the cap.
- C. An employee may receive an emergency vacation with time off and pay earned and accrued up to the emergency vacation upon written request of the employee and due to a serious illness or injury of an immediate family (as defined in Section 12, Bereavement Leave).
- D. Pro-rata vacations shall be granted to all employees upon termination.
- E. Where an employee's vacation covers more than one (1) pay period, no

additional tax deductions shall be imposed if only one (1) check is made covering such period. Vacation checks shall be available immediately prior to the employee's vacation.

- F. Employee's preference for vacation time off shall be based upon seniority where the number of bargaining unit employees requesting the same time off would impair the operation of the facility.

SECTION 16. HOLIDAYS

- A. The following holidays shall be recognized:

New Year's Day	Thanksgiving Day
Washington's Birthday	Christmas Day
Memorial Day	Employee's Birthday**
Independence Day	Floating Holiday***
Labor Day	Martin Luther King, Jr. Birthday, January 15 th *

*Holiday will be observed on the third Monday in January consistent with the Federal holiday.

**Subject to the provisions of this Section, all eligible employees who have completed ninety (90) calendar days of continuous service shall be entitled to their birthday as a paid holiday. The employee and the Hospital may designate an alternate date by mutual agreement to be recognized as the employee's birthday holiday.

***Each employee with ninety (90) consecutive days of employment shall be entitled to one (1) floating holiday per year. For the purposes of this Section, July 1 to July 1, shall be used as the one (1) year period. Floating holidays will not carry over year to year.

No employee will be entitled to a paid holiday until such employee has been on the Facility's payroll for at least thirty (30) calendar days.

- B. If an employee entitled to a paid holiday is required to work on any of the aforementioned holidays he or she shall be paid at the rate of double-time for actual hours worked. An employee will be paid holiday pay for which he or she is eligible and paid for time worked on a holiday in cash. Additional time off without pay may be granted within thirty (30) days upon agreement between the Hospital and the employee. An employee's request for additional time off shall not be unreasonably denied.
- C. If a holiday to which an employee is entitled falls on the employee's regular day off, he or she shall be granted another day off with pay as a holiday within thirty (30) days or shall be paid an additional day's pay.

- D. If a holiday to which an employee is entitled falls within the employee's vacation time, one (1) day shall be added to such vacation or shall be converted to pay at the employee's option.
- E. A paid holiday will not be charged against paid sick leave in cases where an employee is entitled to both benefits. Further, an employee entitled to a paid holiday may not be scheduled for a sixth (6th) day of work at straight-time during a week in which a scheduled workday is granted as a paid holiday.
- F. The Facility will use its best efforts to grant each employee qualifying for paid holidays at least one (1) of the following three (3) holidays off: Thanksgiving Day, Christmas Day and the following New Year's Day.
- G. Named holidays which fall on variable days during the course of the year, as contrasted with those which are observed on Monday by application of the Federal Monday Holiday Act, shall, when the holiday date falls on Sunday, be observed on such Sunday. All holiday provisions shall apply to Christmas Day, New Year's Day, Fourth of July and Martin Luther King Day on Sunday when the dates of these holidays fall on Sunday.
- H. A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.
- I. If an employee scheduled to work a holiday requests the day off, this time will be deducted from the employee's vacation balance unless the employee requests leave without pay for the holiday.

SECTION 17. LEAVE OF ABSENCE

- A. Requests for leave of absence shall be in writing. Any grant of a leave shall be in writing.
- B. Any regular employee who has been continuously in service with the Facility for at least one (1) year shall be entitled to leave of absence including maternity leave on proper proof that the employee needs such leave because of physical disability. Such leave shall not be more than six (6) months except in the following case:
 - 1. In the case of industrial injury or illness the leave shall not be more than twenty-four (24) months.

Disability leave may be extended only by agreement between the employee and the Facility. The Facility may require reasonable proof of the need for disability leave and reasonable proof that the employee will be able to return to duty within the time for which the leave is granted.

- C. Leaves of absence for other reasons, such as leave for family illness or emergency, shall be granted only by agreement, between the employee and the Facility. Such leaves of absence shall not be unreasonably denied.
- D. The Facility shall, upon request, grant paternity leave of up to two (2) months so long as the leave is taken within six (6) months of the child's birth. Also, the Facility shall grant, upon request, a leave of absence to an adoptive parent, of up to two (2) months, so long as the leave is taken within four (4) months of the child's adoption.
- E. An employee shall not forfeit accrued rights under this Agreement by reason of a leave of absence, but during the term of such leave the employee shall not accrue vacation or sick leave nor be entitled to any paid holidays, jury duty pay or bereavement leave.
- F. When an employee returns to duty in compliance with an authorized leave of absence, such employee shall be reinstated in the same classification, position, shift, unit, and scheduled hours in which such employee was employed before his or her absence; but if conditions in the Facility have so changed that it would not be feasible to reinstate him/her in such manner, then the Facility will reinstate the employee to as nearly comparable a position and shift as is reasonable under the circumstances. Prior notice of two (2) weeks of intent to return from a leave of absence must be given in writing by the employee to the employee's supervisor as a condition of reinstatement to any position.

All persons hired to replace employees who are on a leave of absence shall be so advised and shall be informed of the approximate date that the regular employee is expected to return from leave.
- G. If the employee's leave of absence is more than twenty-four (24) months in the case of industrial injury, or more than six (6) months in the case of disability or more than thirty (30) days in all other cases, the anniversary date may be adjusted for the full period of the leave except for the first thirty (30) days of such leave. Leaves of absence for lesser periods than the above shall not result in adjustment of anniversary date, and in no case shall the first thirty (30) days be counted in any adjustment.
- H. During a leave of absence, an employee shall not engage in substantial, regular, new employment that can lead to substantial, regular, long-term new employment unless authorized in writing to do so by the Facility. The Facility may terminate any employee who violates this provision.
- I. In case of any conflict between this Agreement, the California Family Rights Act of 1991, the U.S. Family and Medical Leave Act of 1993, and/or State or Federal Pregnancy Leave Law, the Contractual or Statutory Law that is the most

protective of employee rights shall prevail.

J. Union Leave

The Facility will grant an employee a leave of up to six (6) months to work with the Union. Only one (1) Facility employee may be on such leave at any time. Upon completion of the Union leave, the employee will be returned to the same position on the same shift with the same hours as the employee occupied prior to the leave. No employee shall suffer a loss of benefits or seniority as a result of this leave. The parties agree to meet within three (3) months of ratification to determine the method of payment for wages and benefits during such leave.

SECTION 18. HEALTH AND WELFARE BENEFITS

A. Health Plans

1. AHS shall provide a comprehensive group health plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents. The current co-pays for office visits, services and prescriptions will be clearly described in the summary of each health plan made available to UHW-Water's Edge and South Shore employees during open enrollment.
2. The Union and employees shall be notified of changes and/or modifications of plans during open enrollment each year.
3. 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 negotiated below.
4. 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.
5. There will be no employee charge for the Freedom of Choice or HSA Independence Plan for calendar year 2016. Prior to setting rates for 2017 AHS will meet with UHW on the employee share of those rates either in the Health Benefits Cost Containment Committee (HBCCC) below or at a separate table. The range of the contribution for full time employees will be from zero not to exceed 10% of the premium. Part time employees will be calculated based on the negotiated contribution scaled up depending

on FTE to a maximum of 20%. This will also be handled in HBCCC or a separate table prior to the 2017 rates being set.

6. **Services as Needed Employees.** Beginning January 1, 2015 Services as needed employees will be eligible for Medical if they work on average 30 hours or more per week during the annual benefit look back period or as ACA dictates.
7. **Duplicative Coverage.** AHS shall not provide duplicate coverage to married/domestic partnership employees.

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.

8. **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, maximum, 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.

B. **Dental Plans**

1. 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 and their dependents, provided that the employee is on paid status at least fifty (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.
2. 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

Section A.5 above. To participate, an employee must have a calculated FTE of .50 or higher in the prior benefit look back period.

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 for employees who are on paid status at least forty (40) hours in the last biweekly pay period.
 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.
 5. Full-time and Part-time Employees. Full-time and part-time employees regularly scheduled to work 50% or more per pay period who were absent on authorized leave without pay, and whose dental plan coverage lapsed for duration of ten (10) 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. 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 effective date of coverage and will be based on guidelines established by AHS.
- C. Vision Reimbursement Plan. Employees shall be eligible for vision care reimbursement subject to the following criteria: The employee is eligible for reimbursement after six (6) months of continuous employment working at least fifty percent (50%) time or more each pay period. The employee shall be reimbursed for the cost of either lenses and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of \$200.00 each twenty-four (24) month period beginning on September 1 of odd numbered years. Reimbursement will be made subject to applicable Finance Office procedures and requirements.
- D. UHW 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 AHS and the employees. The Healthcare Cost Containment Labor Management Committee (HBCCC) will meet monthly and will include no more than two (2) representatives. Other bargaining units are 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.

- E. 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 no result in an overall loss of benefits to employees.

SECTION 19. UNEMPLOYMENT COMPENSATION AND DISABILITY

The Facility will voluntarily submit to the California Unemployment Compensation and Disability law. The above coverage may be adjusted during the life of this Agreement in the event that future legislation is enacted that is applicable to non-profit Facility's.

SECTION 20. GROUP LIFE INSURANCE

The Hospital will provide each regular employee working a predetermined work schedule of not less than twenty (20) hours per week with a nine thousand dollar (\$9,000.00) group life insurance coverage that will be effective on the first day of the month following the completion of ninety (90) calendar days of continuous employment, including Temporary employment.

SECTION 21. RETIREMENT PLAN

Pension benefits are to be provided to regular Full-time and regular 0.50 FTE or higher Part-time staff through the Alameda Health System Enhanced Defined Contribution Plan and Alameda Health System Hybrid Plan. Eligible staff shall be provided an opportunity to choose which of the two (2) plans they elect to participate in, at their time of hire into an eligible position. All plan elections are irrevocable once made.

For plan eligibility purposes, Part-time FTE status is based on official AHS Human Resources records and not the number of hours actually worked by an employee in a given pay period or range of pay periods. Participation in one of the two plans is mandatory for all eligible staff. Terms and conditions of plan benefits and eligibility to

participate are governed by plan rules.

An exception to the above is the three (3) employees in the Hotel & Restaurant Employees' Health and Welfare Trust Fund. AHS will continue their enrollment in that pension at the same rate Alameda Hospital way paying. New employees promoted or hired into their positions will be in the AHS plans described above.

SECTION 22. NO DISCRIMINATION

- A. The Facility and the Union agree that neither the Union nor the Facility shall discriminate in respect to employment and continuing employment by reason of Union activity, political affiliations, race, color, creed, national origin, handicapped or veteran status, nor to the extent provided by state, federal, or local law, by reason of sex, age, or sexual orientation.
- B. Neither the Facility nor any employee shall harass any employee, including supervisors and managers of the Facility. Examples of harassment include but are not limited to: sexual harassment; use of abusive gestures or language (like cursing, racial, sexual or ethnic slurs); and physically striking or threatening an employee.

SECTION 23. UNIFORMS

When employees are required to wear uniforms or special type work clothes while in the employ of the Facility, the cost of laundering and furnishing same shall be borne by the Facility, provided that the Facility shall not be required to furnish or launder apparel traditionally worn by such employees in Facility's generally. The term "uniform" includes wearing apparel and accessories of distinctive design or color. Employees shall exercise reasonable care in maintaining their uniforms in good condition, given normal wear and tear, and shall return their uniforms to the Facility upon termination and prior to receiving their final paycheck. Employees shall be notified of these requirements upon receipt of a uniform.

SECTION 24. IN-SERVICE TRAINING

When the Facility provides an In-Service Education Program for employees in a particular classification or classifications under the Agreement, the Facility will use its best efforts to see that the In-Service Education sessions are available to all employees in such classification or classifications on all shifts. In the event that such best efforts are unsuccessful, the Facility will meet with the Union for the purpose of working out a mutually acceptable solution.

SECTION 25. EDUCATION LEAVE

Employees may request time off without pay for educational leave as long as it's requested in advance and the Employer shall not deny the request as long as it doesn't affect patient care/staffing. At the employee's option, an employee may utilize accrued vacation time.

SECTION 26. BULLETIN BOARDS

The Facility will post on Union Bulletin Boards position vacancies to satisfy the requirements of Section 8.E.

These Bulletin Boards shall each be designated as a SEIU UHW-West board and shall be equipped with protective covering.

SECTION 27. UNION REPRESENTATIVES' VISITATIONS

- A. The Union Field Representative or qualified representative of the Union shall be allowed to visit the Facility for the purpose of ascertaining whether or not this Agreement is being observed and to observe job conditions under which employees are employed. This privilege shall be exercised reasonably and shall be related to the representative's responsibility for seeing that the Facility is in compliance with the Agreement.
- B. The Union Field Representative or qualified representative of the Union shall report to a designated management official when entering the Facility and such representative shall not interfere with the normal conduct of work in the Facility. The Union Representative may confer with employees, including Shop Stewards, only upon their own free time in designated non-work areas.
- C. The Union Field Representative assigned to the Facility may request a job description or job descriptions of bargaining unit positions. Such description or descriptions shall be given to the business representative in all cases where they are available or, if in the process of revision, as soon as the revised description or descriptions become available.
- D. Employees appointed or elected to the Union Negotiating Committee shall receive full credit towards accrual of seniority and fringe benefits, including any payment thereof, for all time missed from their regular work schedules due to negotiations.
- E. **Union Information to New Employees/Members:** The Facility agrees to distribute a Union packet of information to each new employee at the time of

hire. The Union shall supply sufficient quantities of the packets to the Facility for distribution. The Facility shall notify the Union in writing prior to depletion of the packet supplies.

- F. The Facility and the Union shall reasonably apply the provisions of this Section.

SECTION 28. SHOP STEWARDS

- A. Management shall pay, at the regular straight-time day rate for up to eight (8) hours per month for work beyond their scheduled shift, for up to one (1) Steward for each twenty-five (25) members of the bargaining unit. Paid time shall be used for time spent performing Steward duties such as grievances, training's, orientations, etc.
- B. The Union may elect or appoint one (1) Shop Steward on each shift at the Facility in each department and/or unit including Environmental Services, Dietary, and Nursing. One such appointee shall be made in such a manner as the Union determines, and the Employer shall be notified in writing of such selection and the Stewards' general area of responsibility.
- C. Any bargaining unit employee may become a Steward provided he or she has completed his or her probationary period.
- D. The Shop Steward shall only deal with the representative of the Facility designated to handle grievances.
- E. The function of the Shop Steward shall be to assist employees in settling problems arising in connection with the application or interpretation of the provisions of this Agreement directly with the Department Head or such other person as the Facility may designate and to participate in Steps One and Two of the grievance procedure as set forth in Section 29 of this Agreement.
- F. Shop Stewards shall be paid for investigatory, disciplinary, and/or grievance meetings conducted by the Facility in which they participate and which occur during the Stewards' normal work hours.
- G. The Shop Steward shall not direct any employee how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Facility or any other employee. His/her activities as a Shop Steward shall in no way interfere with his/her assigned duties as an employee.
- H. In connection with investigatory interviews required by the Facility in which an employee reasonably believes that such investigation will result in disciplinary

action, an employee, upon his or her request, shall be entitled to have a Union Representative, business representative and/or Steward present, provided that such disciplinary interviews are not delayed beyond twenty-four (24) hours by the inability to have both Union Representatives present.

SECTION 29. DISCHARGE FOR CAUSE

- A. The Facility shall have the right to discharge or suspend any employee for just cause. Examples of just cause, but not an exhaustive list, are proven dishonesty, insubordination, insobriety, incompetence, willful negligence, failure to perform work as required, or for violating Facility Rules which shall be published and communicated to the employees. The Facility agrees to exercise fair and reasonable judgment in the application of this Section.
- B. If, in the opinion of the Union, an employee has been unreasonably discharged, or has been discharged or laid off to avoid tenure advancement, or because of Union activity, such discharge or layoff shall be subject to the Grievance Procedure provided below.
- C. The Facility may draft such reasonable House Rules as may be deemed necessary for governing the conduct of employees. Such rules when drafted shall be forwarded by mail, return receipt requested, to the Union before being posted, communicated or distributed to the employees.
- D. No disciplinary document shall be utilized for progressive discipline beyond twelve (12) months of its issuance, except in cases of abusive or dishonest behavior by the employee, or conduct endangering a patient; in such instances, no disciplinary document shall be utilized for progressive discipline beyond eighteen (18) months.

SECTION 30. GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that is in everyone's best interest and consistent with the Preamble of this Agreement to address grievances in a timely, professional and ethical manner. To this end, the parties agree to full and timely production and disclosure of information relevant to any grievance. It is agreed that when information is deemed relevant to investigate and/or process a grievance by the Employer or the Union, that such information will be furnished to the requesting party as soon as reasonably possible.

- A. Any problem arising in connection with the application or interpretation of the provisions of this Agreement, including the problems of discharge or layoff which cannot be amicably adjusted between an employee of the Facility and the

Department Head or such other person as the Facility may designate, shall be reduced to writing, signed by the employee or Union Representative whichever is appropriate, and submitted to a Facility Representative designated by the Facility. No grievance shall be considered unless it has been first presented in writing within thirty (30) days of the alleged occurrence giving rise to the grievance. In the event the grievance concerns the discharge of an employee, the grievance must be presented in writing within fifteen (15) working days following discharge.

Step One – Grievance Conference

Within seven (7) days of receipt of the written grievance by the Facility, the Union, the employee and the Facility Administrator or designated representative shall meet and attempt to resolve the matter informally. If the efforts to resolve the grievance in this manner are unsuccessful, either party may request that the matter be referred to the Adjustment Board. The request for an Adjustment Board must be made to the other party within fifteen (15) days of the receipt by the Facility of the written grievance.

Step Two – Adjustment Board

Upon receipt of a timely written request, there shall be an Adjustment Board established consisting of two (2) Union Representatives designated by the Union who have not participated in earlier steps of the procedure, and two (2) representatives designated by the Facility who have not participated in earlier steps of the procedure. The Adjustment Board shall meet within ten (10) days of receipt of the request for its establishment and shall consider fully all aspects of the issues presented. Any decision by a majority of the four (4) members of the Board of Adjustment shall be final and binding upon all parties, subject to the limitations on jurisdiction and authority contained in B. below. If during the period that the Adjustment Board can meet, no majority decision is reached, either party may request in writing that the matter be referred to Step Three, provided that if such request is made, it must be made within ten (10) days of a deadlock at the Adjustment Board, or proceeding to arbitration shall be waived.

Step Three – Arbitration

Upon receipt of a timely written request, the Union and the Facility shall select an impartial third party to be the Arbitrator to hear and determine the issues. The decision of the Arbitrator shall be final and binding on all parties, subject to the limitations of jurisdiction and authority contained in B. below. In the event the parties cannot agree on the selection of an impartial third party, they shall request a list of Arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from such list until one name remains, which person shall be the arbitrator.

B. Neither the Board of Adjustment nor the Arbitrator shall have any power to add to, to subtract from, or to change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The decision and award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.

Each party shall bear all the expenses of its own members of the Board of Adjustment and its witnesses. The fee of the Arbitrator, as well as other expenses connected with the formal hearing, shall be borne equally by both parties.

C. A qualified representative of the Union may, with the employee's written authorization, and as relates to a particular grievance concerning the interpretation or application of this Agreement, inspect relevant material in such employee's personnel file upon which the Facility is or will be relying.

D. The time limits provided for herein may be waived by the mutual written agreement of the Facility and the Union, except that an Adjustment Board regarding discharge must be held within thirty (30) days of the filing of the grievance.

DISCIPLINE WITHOUT PUNISHMENT/NOTICE OF TERMINATION **/PERSONNEL FILES**

A. 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.

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

(i) **Attendance-** violations of the attendance and other related policies

(ii) **Performance**

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

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.

(iii) **Behavior-** conduct inconsistent with the employee's job description,

the law, and/or AHS standards and policies.

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

B. **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.

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.
2. **Reminder Two.** This process is the same as Reminder One.
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.
4. **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.

C. **Appeals**

- 1) Reminder Ones and Twos are grievable to the third step.
- 2) Terminations and demotions are grievable to as noted below.

D. **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.
- E. **Notice of Termination.** In the event of termination of an employee subject to this Memorandum of Understanding for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which relates to the employee's job, the Department 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.
- F. **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 scheduled by mutual consent of the 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.
- G. 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 22, Grievance Procedure, by filing a grievance at the Step 3 level (CEO or designee).
- H. **Weingarten Rights**
1. AHS will perform an investigation of allegations as needed, including Weingarten interviews.
 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.

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.

SECTION 31. NO STRIKE - NO LOCKOUT

There shall be no strike, slowdown or other stoppage of work by Union employees and no lockout by the Facility during the life of this Agreement. (However, it is expressly understood that this first sentence does not apply to sympathy strikes.) In the event that a strike or picket line called by another Union with a collective bargaining relationship with the Facility occurs at the Facility due to a dispute between that Union and the Facility, the Union recognizes its obligation to maintain essential services to the patients.

SECTION 32. SAFETY

- A. **Health & Safety:** It is the responsibility of the Employer to provide safe and healthy working conditions. Toward that end, the Employer agrees to make every effort to ensure appropriate working conditions and to provide for acceptable standards of workplace sanitation, ventilation, cleanliness, light, noise control, adequate heating and air conditioning and health and safety in general. The Employer further agrees to comply with all local, state and federal health and safety laws and regulations.
- B. **Employee Rights and Duties:** It is the duty of each employee to comply with all health and safety regulations of the Facility. No employee shall be required to work under hazardous conditions or with unsafe equipment which would be hazardous to her/him or to her/his co-workers and/or patient's health and safety. Employees who become aware of hazardous conditions and/or unsafe equipment must notify the on-duty supervisor as soon as possible. No employee will be subject to discipline for reporting a health and safety problem.

SECTION 33. CULTURAL DIVERSITY

The Facility will conduct, on an annual basis, a Facility-wide, voluntary program promoting awareness of the cultural diversity which the Facility employees bring to the Facility and to examine the benefits of understanding cultural ethnic differences.

SECTION 34. MERGERS, SALES AND CLOSURES

- A. It is the intent of the parties that this Agreement shall remain in full force and effect for its full term. In the event of a sale, merger, consolidation, assignment, divestiture, or other transfer of ownership of the Facility in whole or part in which employees regularly assigned to work, the Facility will notify the Union at least ninety (90) days prior to the effective date of such action.
- B. The Facility shall not use any sale, transfer or other mechanism for the purposes of evading the terms of this Agreement.

SECTION 35. BARGAINING COMMITTEE

A maximum of eight (8) Bargaining Committee members shall be paid for time spent in bargaining when they bargain during work time or miss a shift. If they miss only a portion of a shift, they will be paid for that portion only. Payment will be at regular straight-time. Management will provide release time for bargaining, except that Management may deny release time to meet urgent patient care needs.

SECTION 36. TERM OF AGREEMENT

This Agreement shall be effective on the first day of May 1, 2015, and shall remain in full force and effect without change, addition or amendment through April 30, 2018, and shall be renewed from year to year thereafter subject to reopening by either party upon ninety (90) days' written notice to the other party prior to May 1, 2018, or any anniversary date thereafter.

The parties agree to reopen the contract on the issue of Wages ninety (90) days prior to May 1, 2016 of the Agreement; and the parties agree to reopen the contract on Healthcare and Wages ninety (90) days prior to May 1, 2017, of the Agreement.

IN WITNESS WHEREOF, the duly authorized undersigned parties have hereunto fixed their signatures on this _____ day of _____ 20_____.

For the Employer:

**ALAMEDA HOSPITAL dba South
Shore and Water's Edge**

For the Union:

**SEIU UNITED HEALTHCARE
WORKERS-WEST**

Jeanette Louden-Corbett
Chief Human Resource Officer

Dave Regan
President

Lorna Jones
Director, Labor Relations

Stan Lyles
Vice President

Fran Jefferson
Sr. Labor Relations Analyst

Myriam Escamilla
Hospital Division Director

Nancy Barrett
Chief Negotiator

ADDITIONAL SIGNATURES

For the Union:

SEIU UNITED HEALTHCARE WORKERS-WEST

Evanceline N. Agpalo
South Shore

Jonard Espinosa
Water's Edge

Margie Talmadge
South Shore

Rose Ann Ferrer
Water's Edge

Raymund Teodoro
South Shore

APPENDIX A

SEIU UHW -West COPE CHECK-OFF AUTHORIZATION CARD

In order to build political power for health care workers and make health care a priority for public officials, I hereby authorize and direct my employer to deduct from my pay the following sum and remit that amount to SEIU UHW-West COPE.

___\$3 per month ___\$5 per month ___\$10 per month \$___ per month

This authorization shall remain in full force and effect until revoked in writing by me. This authorization is voluntarily made on my specific understanding that:

- The signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union nor of employment by my employer.
- I may contribute any amount and will not be favored or disadvantaged by the Union for doing so;
- I may refuse to contribute without reprisal;
- SEIU UHW-West COPE, which is connected with the Service Employees International Union, COPE, uses the money it receives for political purposes, including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing issues of public importance;
- Contributions to SEIU UHW-West COPE are not tax deductible as charitable contributions for federal income tax purposes.

Name (print) _____ Signature _____

Address _____

Home Phone _____ Work Phone _____ E-Mail _____

Employer _____ Job Classification _____ Shift _____

Social Security # _____ Date _____

APPENDIX B

The following shall be the minimum hourly wage rates for employees in the classifications listed hereunder:

WATER'S EDGE

Classification	Effective 5/1/2015
Housekeeping Aide	\$13.36
Laundry	\$14.98
Maintenance	\$16.59
Receptionist	\$11.46
Cook	\$14.85
Certified Nursing Assistant	\$13.24
Activities	\$12.28
LVN	\$27.57
Dietary Aide	\$12.88
HIM Clerk	\$17.57
Office Clerk	\$9.53

SOUTH SHORE

Classification	Effective 5/1/2015
Housekeeper	\$13.36
Laundry	\$14.98
Cook/Diet Aide	\$14.85
Certified Nursing Assistant	\$13.24
Dietary Assistant	\$12.88
Activity Assistant	\$12.28
LVN	\$27.57

Should this wage scale be adjusted per Article 5.A., the wage scale will be modified and published for employees as soon as reasonably possible.

*Employees who hold a Lead Position will receive an additional 5% over and above their regular rate of pay.