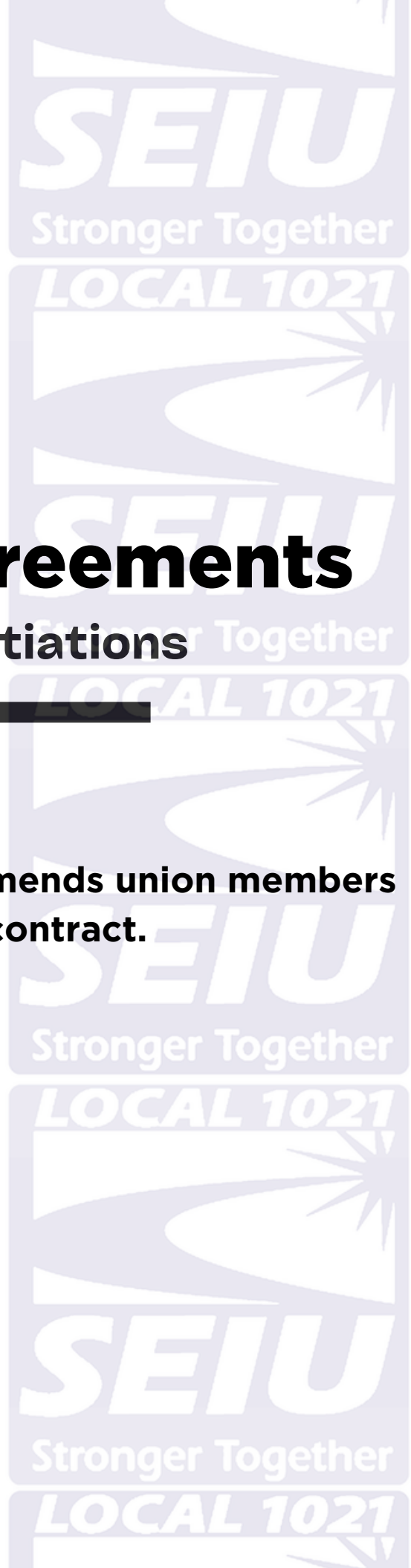


**SEIU 1021 AHS CHAPTER
GU + RN/APP + SLH**

Tentative Agreements

2024 Contract Negotiations

**Your bargaining team recommends union members
vote “Yes” to ratify our new contract.**



Tentative Agreements

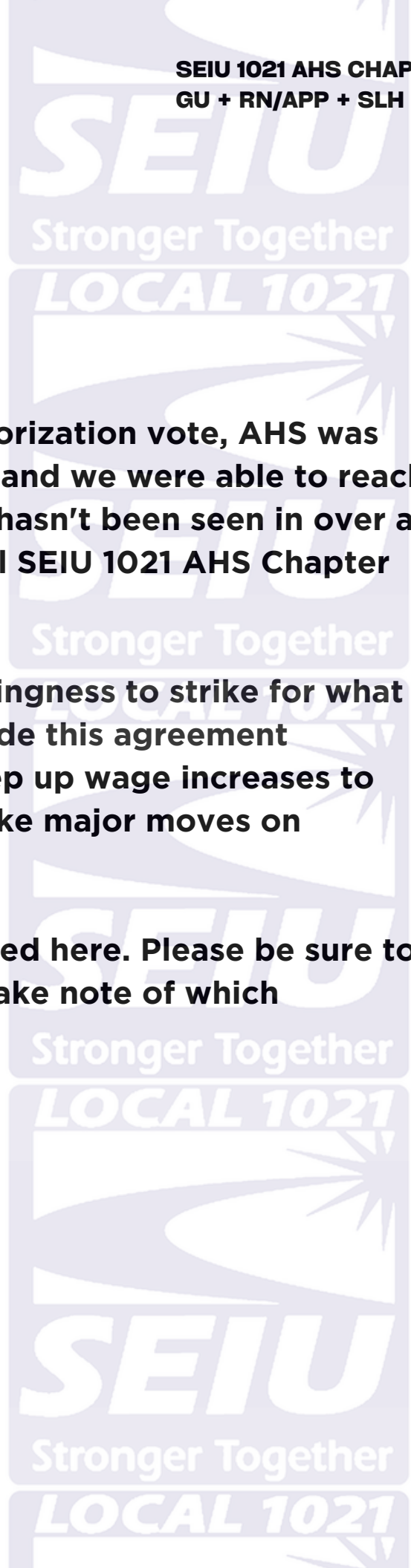
2024 Contract Negotiations

SEIU 1021 AHS CHAPTER
GU + RN/APP + SLH

After our landslide 99.5% strike authorization vote, AHS was forced to get serious in negotiations and we were able to reach an historic tentative agreement that hasn't been seen in over a decade on new contracts covering all SEIU 1021 AHS Chapter members!

Our solidarity, participation, and willingness to strike for what we and our patients need is what made this agreement possible. AHS had to significantly step up wage increases to retain and recruit employees and make major moves on staffing & safety.


The TAs for all 3 contracts are attached here. Please be sure to pay close attention as you read to make note of which agreement apply to your workplace.




This is a last best and final wage proposal from AHS to SEIU 6/29/2024


The below is based on a four (4) year agreement between the parties beginning June 1 2024 and ending May 31, 2028.


1. Effective pay period that includes July 1, 2024, AHS agrees to pay an across-the-board wage increase of 5% for all classifications covered in this agreement.
2. Effective the pay period that includes July 1, 2025, AHS agrees to pay an across-the-board wage increase of 5.5% for all classifications covered in this agreement.
3. Effective the pay period that includes July 1, 2026, AHS agrees to pay an across-the-board wage increase of 5.5% for all classifications covered in this agreement.
4. Effective the pay period that includes July 1, 2027, AHS agrees to pay an across-the-board wage increase of 4% for all classifications covered in this agreement.




Shelika Coz







CELth Hemm


6/28/24

6/29/24

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

Package Proposal:

The Union offers this counter to U3 Holidays in a package with U26 Value of a Floating Holiday. In the event AHS accepts the U3 counter below, the Union agrees to withdraw U26. In the event U3 is not accepted, the Union shall maintain our current position on U26.

**SEIU 1021 Counter to Proposal #U3 Holidays
ARTICLE 10. HOLIDAYS**

1. **Holidays Defined.** Paid Holidays shall be: January 1 – New Year’s Day
Third Monday in January – Dr. Martin Luther King, Jr. Birthday Third Monday in February — Presidents’ Day
~~March 31 – Cesar Chavez~~
Last Monday in May - Memorial Day
June 19 – Juneteenth
July 4 -Independence Day
First Monday in September - Labor Day November 11 - Veterans’ Day
Fourth Thursday in November — Thanksgiving Day
Day After Thanksgiving
~~December 24 – Christmas Eve~~
December 25 — Christmas
2. All other days appointed by the President of the United States or the Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by the Board of Trustees.
3. ~~Two (2) Three (3)~~ **two (2)** floating holidays are to be scheduled by mutual agreement of the employee and their Department Head and taken within the fiscal year. One floating holiday shall be specifically

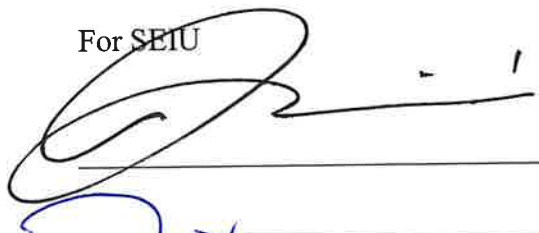
**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**


DRAFT ONLY - Tentative Agreement to be voted on by Union members


**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**


provided in honor of Cesar Chavez. When a written request for a floating holiday is submitted, the Department Head shall respond in writing within fourteen (14) calendar days or shall schedule the floating holidays as requested by the employee. Employees hired on or after April 1 of any fiscal year are not eligible to receive the floating holidays in that fiscal year. Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work.

For SEIU

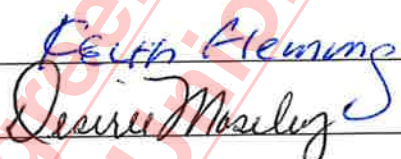


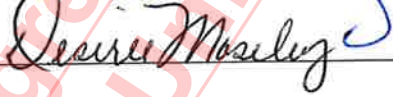






For AHS





Date 6/17/2024

Date 6/17/2024

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

DRAFT ONLY - Tentative Agreement
Pending ratification vote by Union members



SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations

Date: __/__/2024

The following proposal applies to the General Unit Chapter MOU

Proposal #7 Shift Exchanges

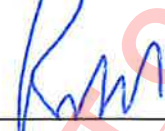
(new subsection)

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

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

- A. Regular full-time employees, regular part-time employees, SAN, travelers/registry employees who are on the schedule, are eligible to participate in the Shift Exchange program; and
- B. The exchange must be between two employees possessing the same skills; and
- C. The exchange must not result in the payment of additional overtime.
- D. The request to exchange shifts must be communicated to the department manager or designee or entered into the scheduling software seventy-two (72) hours prior to the commencement of the first shift involved in the exchange. So long as the manager has sufficient time to consider the request, the seventy-two (72) hours prior notice may be excused by the department manager or designee; and
- E. If a shift exchange request is granted by the department manager and complies with the requirements of this Article, such exchange will not violate any other Article, paragraph, or provision of this MOU; and
- F. The Department Manager or designee may limit the number of exchanges permitted per shift on the unit.

For the Union




Negotiator



General Chapter

For AHS





3/22/24

Alameda Health System/SEIU1021
2024 Successor Bargaining
SEIU to AHS
COUNTER PROPOSAL TO U#8 Overtime
Date offered: 6/28/2024

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

Proposal #8 Overtime Work Defined

This proposal shall have an effective date of pay period including July 1, 2025

General Chapter MOU

Overtime Work Defined.

1. **Overtime work shall be defined as all work performed in a workweek in excess of 40 hours worked in any week, or in excess of 36 hours in any week for 12-hour shift employees. 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 (8, 10, 12-hour shift) in any one day. A work week is defined as Sunday through Saturday.** For purposes of this Article, 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 of this memorandum and other premiums and differentials applicable to specific classifications.
2. Overtime Payment. Employees shall be compensated for overtime work as follows:
3. All overtime up to twelve (12) consecutive hours is paid at the rate of time and one half the rate as calculated pursuant to the Fair Labor Standards Act regulations.
1. All hours worked in excess of twelve (12) consecutive hours, regardless of regularly scheduled hours, shall be compensated at two (2) times the employee's hourly rate as calculated pursuant to the Fair Labor Standards Act regulations

Registered Nurse MOU

This proposal shall have an effective date of pay period including July 1, 2025

14.1 Overtime Work Defined.

Overtime work shall be defined as all hours worked ~~work performed~~ in a work week in excess of 40 hours in any work week, or in excess of 36 hours in any work week for 12-hour shift employees. ~~A work week is defined as Sunday through Saturday.~~ Overtime is also defined as all hours worked in excess of the employee's regularly scheduled hours (8, 10, 12 hour shifts) in any one day. All overtime up to twelve (12) consecutive hours is paid at the

rate of time and one half the rate as calculated pursuant to the Fair Labor Standards Act regulations. A work week is defined as Sunday through Saturday.

14.2 How Overtime Is Authorized.

Work for AHS by an employee at times other than those scheduled pursuant to Article 6 shall be approved in advance in writing by the CNE/Department Manager or Designee, or in cases of unanticipated emergency, shall be approved by the CNE/Department Manager or Designee, after such emergency work is performed. No employee shall perform work beyond their regular schedule unless such work has been approved by the CNE/Department Manager or Designee. Overtime will only be offered after extra shifts or hours have been offered to eligible employees on a straight time basis. Overtime shall first be offered on a voluntary, rotating basis, beginning with the most senior employee within the work unit capable of performing the work required. A list will be maintained in each scheduling unit with the names of employees interested in overtime. Employees may be added to or removed from this list on a monthly basis. In the event there are no volunteers, existing practice of covering vacant hours or shifts shall be followed.

14.3 Rates Defined.

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

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

2. All hours in excess of twelve (12) consecutive hours, regardless of regularly scheduled hours, shall be compensated at two (2) times the employee's hourly rate as calculated pursuant to the Fair Labor Standards Act regulations

14.3.1

San Leandro Hospital MOU

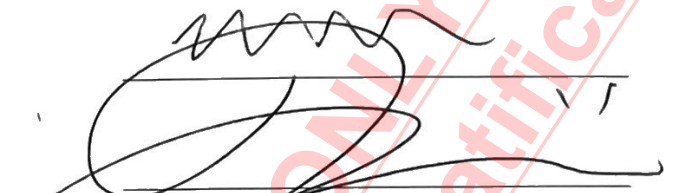

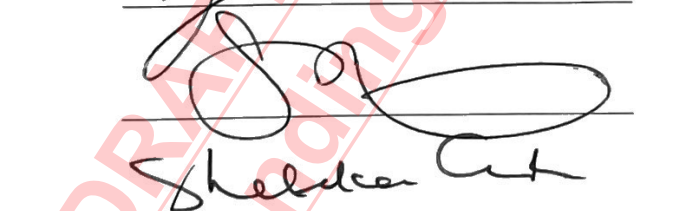
This proposal shall have an effective date of pay period including July 1, 2024

11.F Straight Time and Overtime





1. [REDACTED] Hours worked in excess of an employee's scheduled shift, with a shift being a minimum of eight (8) hours, or hours worked in excess of forty (40) hours in a single workweek shall be paid at one and one half (1 1/2) the employee's hourly rate as calculated pursuant to the Fair Labor Standards Act regulations.
2. [REDACTED] All hours worked in excess of twelve (12) consecutive hours in any one workday excluding a meal period, shall be paid at two (2) times the employee's hourly rate as calculated pursuant to the Fair Labor Standards Act regulations.
3. Overtime shall be offered to Employees working within the unit and shift where the overtime is available. Overtime will only be offered after extra shifts or hours have been offered to any eligible employees on a straight time basis. Overtime shall first be offered to eligible employees on a voluntary, rotating basis, beginning with the most senior employee within the work unit capable of performing the work required. A list will be maintained in each scheduled unit with the names of employees interested in overtime. An Employee may be added to or removed from this list every six months. In the event there are no volunteers, existing practice of covering vacant hours or shifts shall be followed.

In accordance with AHS practice, there shall be no mandatory overtime except during a state of emergency declared by city, county, state, or federal authorities.

For SEIU

For AHS



6/28/2024





SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 6/7/2024

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

The Purpose of this proposal is to bring all three contracts in line with the provisions in SB1334, which the employer is already required to follow.

Key

Purple- U10 language

Red- New AHS language

SEIU 1021 Counter Proposal #10 Missed Break Penalty

General Unit MOU

(new paragraph)

- 1. Missed Rest Breaks and Missed Meal Periods.** Payment will be made at one (1) hour of additional pay for each workday that the employer does not provide a meal period or rest break, or if the meal break is provided after the fifth hour. In the event an employee misses both a meal period and a rest break, the employee shall be entitled to two (2) additional hours of pay. There shall be a maximum of two (2) additional hours of pay per workday, one (1) additional hour for missed meal periods in a workday and one (1) additional hour for missed rest breaks in a workday. Such payments shall be paid on the paycheck that covers the pay period in which the missed break occurs. ~~Such payments will be made no later than the next pay period. Failure to provide the payments on the next pay period will result in an increase in all missed meal period and rest break penalties by one (1) hour for each delayed pay period. For example, if an employee is owed two (2) hours of pay for missed breaks, the penalty will be three (3) hours on the first delayed pay period, four (4) hours on the second delayed pay period, etc. Payment shall be in addition to pay for all hours worked.~~
- ~~2. Employees must clock in and out for meal breaks as required by California Code of Regulations, Title 8 §11040 Section 7;~~

~~"Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded."~~



SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 6/7/2024

Employees must also complete the daily attestation regarding meal and rest breaks in the UKG system to notify AHS of missed breaks.

Registered Nurse MOU

6.6 Meal Periods and Rest Breaks

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

3. Payment will be made at one (1) hour of additional pay for each workday that the employer does not provide a meal period or rest break, or if the meal break is provided after the fifth hour. Meal period(s) can be taken after the fifth hour upon mutual agreement. In the event an employee misses both a meal period and a rest break, the employee shall be entitled to two (2) additional hours of pay. There shall be a maximum of two (2) additional hours of pay per workday (or shift), one (1) additional hour for missed meal periods in a workday (or shift) and one (1) additional hour for any missed rest breaks in a workday (or shift). Such payments will be made no later than the next pay period. Failure to provide the payments on the next pay period will result in an increase in all missed meal period and rest break penalties by one (1) hour for each delayed pay period. For example, if an employee is owed two (2) hours of pay for missed breaks, the penalty will be three (3) hours on the first delayed pay period, four (4) hours on the second delayed pay period, etc.
4. Payment shall be in addition to pay for all hours worked. Such payments shall be paid on the paycheck that covers the pay period in which the missed break occurs.
5. ~~Employees must clock in and out for meal breaks as required by California Code of Regulations, Title 8 § 11040 Section 7:~~

~~"Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded."~~

Employees must also complete the daily attestation regarding breaks in the UKG system to notify AHS of missed meal or rest breaks.

DRAFT NOT TO BE USED FOR THE AGREEMENT BY UNION MEMBERS



SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 6/7/2024

1. Disputes regarding missed meal periods and/or missed rest breaks not resolved by the pay period following the missed meal period and/or missed rest break can be submitted by the employee or Union within 60 days of the pay period in which the missed meal period and/or rest break occurred. Grievances will be presented at the second step of the grievance procedure and if not responded to appropriately within the time frames set forward in the agreement between the parties, will proceed to step three. The fourth step appeal will be to arbitration or if otherwise agreed to by SEIU Local 1021 and AHS, mediation or expedited arbitration.

San Leandro Hospital MOU

ARTICLE 11. HOURS OF WORK

C. Meal Period and Payment for Meal Time Worked

Employees who are scheduled to work at least eight (8) consecutive hours within a spread of eight and one-half hours shall receive not less than one-half (1/2) hour meal period. Meal periods are neither time worked nor time on pay status. Whenever AHS permits an employee to perform work, including directing an employee to carry a pager or phone during their meal break and be available to work upon being contacted, the meal break period shall be paid as time worked and deemed time worked for the purpose of computing overtime.

D. Rest Periods

AHS shall continue to provide rest periods for Employees covered by this Agreement of at least fifteen (15) minutes. Breaks are not to be taken during the first or last hour of the employee's shift nor are they to be taken in conjunction with lunch breaks.

1. Employees assigned to a shift of at least eight (8) hours shall be granted two (2) rest periods.
2. Employees assigned to a shift of ten (10) or more hours shall be granted three (3) rest periods.

(new subsection)

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



SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 6/7/2024

1. Payment will be made at one (1) hour of additional pay for each workday (or shift) that the employer does not provide a meal period or rest break, or if the meal break is provided after the fifth hour. In the event an employee misses both a meal period and a rest break, the employee shall be entitled to two (2) additional hours of pay per work day per shift for loss of break(s).
2. Such payments will be made no later than the next pay period. Failure to provide the payments on the next pay period will result in an increase in all missed meal period and rest break penalties by one (1) hour for each delayed pay period. For example, if an employee is owed two (2) hours of pay for missed breaks, the penalty will be three (3) hours on the first delayed pay period, four (4) hours on the second delayed pay period, etc.
3. Payment shall be in addition to pay for all hours worked. Such payments shall be paid on the paycheck that covers the pay period in which the missed break occurs.
4. Employees must clock in and out for meal breaks as required by California Code of Regulations, Title 8 §11040 Section 7:

"Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded."

Employees must also complete the daily attestation regarding breaks in the UKG system to notify AHS of missed meal or rest breaks.

For SEIU

For AHS

M. M. 6/28/24

[Signature]

[Signature]

[Signature]

Keith Fleming

Debbie Mosely

6/28/2024

DRAFT - Penalties for Non-Compliance with Contract Provisions
Penalties for Non-Compliance with Contract Provisions



**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 6/13/2024

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

SEIU 1021 Counter Proposal to #U15 Bereavement Leave

San Leandro

A. Bereavement Leave

Bereavement leave up to five (5) days shall be granted to ~~all regular~~ regular Employees ~~after 30 days of employment~~ after ninety (90) days of employment for bereavement leave in case of death in the employee's immediate family. "Immediate Family" is defined as spouse, ~~husband, wife, -mother, stepmother, mother-in-law, father, stepfather, father-in-law, daughter, son, reproductive loss, sister, brother, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece or nephew, any other person sharing the relationship in loco parentis, or any person living in the immediate household of the employee legal guardian during employee's minority, or mother and father of a present spouse.~~ This leave benefit shall include the domestic partner of an Employee covered by this Agreement. The terms "mother, stepmother, mother-in-law, father, stepfather, father-in-law, daughter, son, grandchild and grandparent" shall apply equally to relationships by birth, adoption, marriage or guardianship (e.g. natural children, adopted children, step-children and foster children). This provision shall also apply to persons for whom the represented employee has durable power of attorney for health care.

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. The employee is entitled to up to 5 days' bereavement leave but will only be paid up to the equivalent of their weekly hours based on their FTE including premium and differential pay as applicable. Payment for scheduled workdays, which would have been worked, shall be made for the day of the funeral, or bereavement service and the days before and after the funeral or bereavement service. In addition to receiving the above paid leave, the Employee shall, on request, be granted an additional unpaid workday off if the funeral is in California or an additional unpaid week (5 workdays) for bereavement. any accrued leave time for the additional unpaid days or additional days off requested. when the funeral is more than 350

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**



**SOME CHANGES INDICATED
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**SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 6/13/2024**

~~miles from San Leandro or out-of-state. An Employee claiming a bereavement leave absence will sign a statement giving the date and place of funeral or bereavement service, relationship of decedent, and whether or not the Employee attended the funeral or bereavement service.~~

Registered Nurse

1.1 Bereavement Leave.

~~Leave of absence with pay because of death in the immediate family of a regularly scheduled AHS employee may be granted by the CNE/Department Manager or Designee for a period of up to five (5) days for employees working eight hour shifts, up to four (4) days for employees working ten hour shifts, and up to three (3) days for employees working twelve hour shifts. For purpose of this section, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner, (upon submission of an affidavit as defined in Appendix B), son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law and father-in-law, or any other person sharing the relationship in loco parentis; and, when living in the household of the employee, a brother-in-law or sister-in-law.~~

Bereavement leave up to five (5) days shall be granted to all regular Employees after 30 days of employment in case of death in the employee's immediate family. "Immediate Family" is defined as spouse, husband, wife, mother, stepmother, mother-in-law, father, stepfather, father-in-law, daughter, son, reproductive loss, sister, brother, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece or nephew, any other person sharing the relationship in loco parentis, or any person living in the immediate household of the employee. This leave benefit shall include the domestic partner of an Employee covered by this Agreement. The terms "mother, stepmother, mother-in-law, father, stepfather, father-in-law, daughter, son, grandchild and grandparent" shall apply equally to relationships by birth, adoption, marriage or guardianship (e.g. natural children, adopted children, step-children and foster children). This provision shall also apply to persons for whom the represented employee has durable power of attorney for health care.

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 for a period of up to five (5) days for employees working eight hour shifts, up to four (4) days for employees working ten hour shifts, and up to three (3) days for employees working twelve hour shifts and shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. The

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**



**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 6/13/2024

~~employee is entitled to up to 5 days bereavement leave but will only be paid up to the equivalent of their weekly hours based on their FTE including premium and differential pay as applicable. In addition to receiving the above paid leave, the Employee shall, on request, be granted up to an additional unpaid week (5 workdays) for bereavement. The employee may elect to use any accrued leave time PTO for the additional unpaid days or additional days off requested..~~

General Chapter

BEREAVEMENT LEAVE

~~1. Bereavement leave up to five (5) days shall be granted to all regular Employees in case of death in the employee's immediate family. "Immediate Family" is defined as spouse, husband, wife, mother, stepmother, mother-in-law, father, stepfather, father-in-law, daughter, son, reproductive loss, sister, brother, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece or nephew, any other person sharing the relationship in loco parentis, or any person living in the immediate household of the employee. This leave benefit shall include the domestic partner of an Employee covered by this Agreement. The terms "mother, stepmother, mother-in-law, father, stepfather, father-in-law, daughter, son, grandchild and grandparent" shall apply equally to relationships by birth, adoption, marriage or guardianship (e.g. natural children, adopted children, step-children and foster children). This provision shall also apply to persons for whom the represented employee has durable power of attorney for health care.~~

~~1. Leave of absence with pay because of death in the immediate family of a regularly scheduled AHS employee may be granted by the Department Head for a period of up to five (5) days, except as provided below in paragraphs 179-180. For purpose of this section, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner, (upon submission of an affidavit as defined in Appendix E), son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law and father-in-law, or any other person sharing the relationship in loco parentis or any other relative for whom the employee is the verifiable legal guardian or is the verifiable legal guardian of the employee; and, when living in the household of the employee, brother-in-law, sister-in-law.~~

~~2.1. Employees assigned 12-hour shifts shall be entitled to three (3) shifts off for bereavement leave.~~

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**



SOME CHANGES INDICATED BY TEXT/HIGHLIGHTS IN COLOR

SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 6/13/2024

3-2. Employees assigned 10-hour shifts shall be entitled to four (4) shifts off for bereavement leave.

Entitlement to a leave of absence under this section shall be only for all hours the employee would have been scheduled to work for those days granted, and shall be in addition to any other entitlement for PTO, extended sick leave, emergency leave, or any other leave. The employee is entitled to up to 5 days bereavement leave but will only be paid up to the equivalent of their weekly hours based on their FTE including premium and differential pay as applicable In addition to receiving the above paid leave, the Employee shall, on request, be granted up to an additional unpaid week (5 workdays) for bereavement. The employee may elect to use any accrued leave time PTO for the additional unpaid days or additional days off requested.

For SEIU

For AHS

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Date 6/17/2024

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Date 6/17/2024

SOME CHANGES INDICATED BY TEXT/HIGHLIGHTS IN COLOR

DRAFT ONLY - Tentative vote by SEIU members
Pending ratification

Alameda Health System/SEIU1021
2024 Successor Bargaining
AHS to SEIU
AHS COUNTER PROPOSAL TO #17 Share the Savings
Date offered: 05/24/24

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

Proposal #17 Share the Savings


(General Chapter) Article 17.1 259


(Registered Nurse) Section 17.6


(San Leandro Hospital) Article 15.A.9


Share the savings will be a flat ~~\$500250~~ **\$300** 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 40~~ **\$30** per month; again, they would have to opt completely out. Married couples or domestic partners who both work for AHS will ~~not~~ **not** be eligible for **either** ~~either~~ share the savings, ~~but will not be eligible for~~ **or** ~~or~~ double health and/or dental coverage. To participate in Share the Savings Program you must be covered by another private-sector employer sponsored health plan and must recertify each year by providing the required documentation.

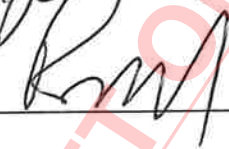
For SEIU













For AHS





Date 5/31/2024

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

Date _____

DRAFT ONLY - Tentative ratification vote by SEIU on members

Alameda Health System/SEIU1021
2024 Bargaining
RN-Article 8 Paid Time Off, GU Article 11 PTO, SLH Article 7 PAID LEAVE
AHS Proposal # 8 Counter to U19
Date offered: 02/29/2024

General Chapter Article 11 PTO and Extended Sick Leave

34. ~~Personal Emergency Leave Day.~~ An employee shall be allowed two (2) days in any calendar year from ~~his/her/their~~ regular PTO allowance for ~~unexpected, unplanned emergency situations~~ ~~personal leave day.~~ Such ~~personal leaves days~~ shall be in segments of ~~four two (42) four (4) hours or more.~~ Employees who provide their manager at least forty-eight (48) hours' notice of their need for ~~personal emergency leave~~ may use their accrued PTO in two (2) hour increments. If ~~notice is provided,~~ **Personal Emergency Leave Days** shall not be counted as an occurrence for attendance purposes. ~~If notice is not provided, the absence will count as an occurrence unless it is an absence protected by law~~ **The employee must notify their department manager/supervisor or use designated notification process that they will be using a personal day prior to the start of the shift or before they leave work shift.**

Registered Nurse- Article 8 PAID TIME OFF

8.14 ~~Personal Emergency Leave Day~~

An employee shall be allowed two (2) days in any calendar year from their regular PTO allowance for ~~unexpected emergency situations~~ ~~personal leave day.~~ AHS shall not deny a request for this leave except for reasons critical to department operations. Such ~~personal emergency leave days~~ shall be in segments of ~~four two (42) four (4) hours or more.~~ **Personal Emergency Leave Days** shall not count as an occurrence for attendance purposes. **The employee must notify their department manager/supervisor or use designated notification process that they will be using a personal day prior to the start of the shift or before they leave work shift.**

San Leandro

Article 7 Paid Leave

(new subsection)

Personal Leave Days

An employee shall be allowed two (2) days in any calendar year from their regular PTO allowance for ~~personal leave days.~~ Such ~~personal leave days~~ shall be in segments of ~~two (2) four (4) hours or more.~~ **Personal Leave shall not count as an occurrence for attendance purposes. The employee must notify their department manager/supervisor or use designated notification process that they will be using a personal day prior to the start of the shift or before they leave work shift**

Alameda Health System/SEIU1021
2024 Bargaining
RN-Article 8 Paid Time Off, GU Article 11 PTO, SLH Article 7 PAID LEAVE
AHS Proposal # 8 Counter to U19
Date offered: 02/29/2024

For the Union

For AHS



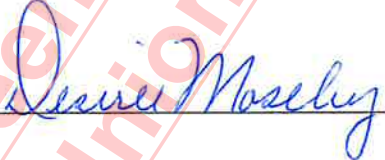
Negotiator



Felth Fleming



General Chapter



Denise Mosely



Registered Nurse



San Leandro



Date

DRAFT ONLY - Tentative Agreement
Pending ratification vote by Union Members



SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 5/24/2024

The following proposal applies to the Registered Nurse Chapter MOU and the San Leandro Hospital Chapter MOU. The Union's objective is to align the language with the General Chapter.

Legend

AHS- blue

SEIU-red

Proposal #22 Bilingual Pay

Registered Nurse

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)~~ forty dollars (\$40.00) per pay period for Level I Certification and forty-five (\$45.00) per pay period compensation for Level II Certification. A person occupying such a position and having proficiency in English and ~~two~~ two or more designated languages shall ~~receive forty-five (\$45.00) per pay period for Level I Certification and fifty dollars (\$50.00) per pay period compensation for Level II Certification.~~ compensation provided that such person is required to utilize such additional language. Employees shall may 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.~~

San Leandro Hospital

(new section)

221. Bilingual Pay. Upon the recommendation of the Department Head and the approval of the Chief Human Resource Officer, a person, other than those in the interpreter/Translator classification, occupying a position requiring fluency in English and in a designated language shall receive an additional forty dollars (\$40.00) per pay period compensation for Level I Certification and forty-five (\$45.00) per pay period compensation for Level II Certification. A person occupying such a position and having proficiency in English and two or more designated languages shall receive forty-five (\$45.00) per pay period for Level I Certification and fifty dollars (\$50.00) per pay period compensation for Level II Certification, provided that such a person is required to utilize such additional languages for AHS. All employees receiving bilingual pay may be required to pass a proficiency test or tests. Employees receiving this compensation shall be available to support AHS' patient centered care and bilingual communication needs. To qualify for bilingual pay, an employee must be assigned to perform bilingual



SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 5/24/2024

services. The employee's manager will sign a written verification that such employee is performing bilingual services that are needed and such verification shall be presented to the Interpreter Services Department at the time the employee is requesting to be tested for bilingual proficiency.

Upon the implementation of this agreement, AHS will grandfather all employees who are currently providing bilingual services. (AHS strikes out)

If the Interpreter Service Employee's Department's Manager or Director determines an employee is no longer required to perform bilingual services, the Manager or Director will provide written notification to such employee and his/her manager. Such written notification will include the reasons for revoking the stipend and the effective date when the stipend will stop.

If the employee disagrees with the Director's decision, he/she may file a grievance in accordance with Article 25. Grievance and Arbitration.

General Unit

**The Union recommends the following change to the General Unit, all other language in the Bilingual section shall remain in place.*

If the Interpreter Service Employee's Department's Manager or Director determines an employee is no longer required to perform bilingual services, the Manager or Director will provide written notification to such employee and their manager. Such written notification will include the reasons for revoking the stipend and the effective date when the stipend will stop.

For SEIU

For AHS

John Pearson
[Signature]
[Signature]
[Signature]

Keith Fleming
Desiree Mosely 5/24/24

DRY ONLY Certification vote by Union members



SOME CHANGES INDICATED BY TEXT/HIGHLIGHTS IN COLOR

**SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 4/12/2024**

The following proposal applies to the General Chapter MOU and the San Leandro Hospital MOU.

SEIU 1021 Counter to AHS Proposal #23 Uniform Allowance

ARTICLE 21. UNIFORM ALLOWANCE

~~291.~~ AHS shall reimburse employees in the classifications of Cook, First Cook, and Food Service Worker, for ~~one-half~~ the cost of up to eight (8) dietary uniforms per employee per fiscal year an annual stipend, every July 1, for up to \$200 for a pair of required footwear. Additionally, Cook and First Cook shall be reimbursed the full cost of chef's hats.

AHS shall provide employees in the classification of Gardener I, Gardener II, and Lead Gardener eleven (11) shirts, eleven (11) pairs of pants, two (2) jackets, two (2) coveralls, and two (2) hats. AHS shall also provide employees in the classification of Gardener I, Gardener II, and Lead Gardener an annual stipend, every July 1, for up to \$200 for a pair of work boots. AHS shall also launder the clothes at no cost to the employee.


AHS shall provide all employees in the Environmental Services (EVS) department eleven (11) shirts and eleven (11) pairs of pants. AHS shall also launder the clothes at no cost to the employee.


~~292.~~ With regard to the provision of uniforms for other classifications, AHS shall continue its current practice as of 9/30/2000.


- a. AHS will provide five (5) sets of shirts and pants to each employee in the classification of Gardner I and Gardner II as well as Environmental Service Worker. The employees in these classifications will be required to wear the uniform during work hours. At the discretion of the Department Head, the uniform will be replaced as needed.

For SEIU

For AHS







SOME CHANGES INDICATED BY TEXT/HIGHLIGHTS IN COLOR

DRAFT ONLY - Tentative Agreement - Union members
Pending ratification



SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 4/12/2024

[Handwritten signature]

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Date 6/17/2024

Date 6/17/2024

DRAFT ONLY - Tentative Agreement
Pending ratification vote by Union members



SOME CHANGES INDICATED BY TEXT/HIGHLIGHTS IN COLOR

SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 5/6/2024

^{V24}
SEIU 1021 Counter to #U7 Union Offices

General Unit

*The Union proposes to move this language, with edits to the body of the MOU and eliminate sideletter #5.

ARTICLE 3. UNION SECURITY, BULLETIN BOARDS AND ACCESS

(new subsection)

AHS agrees to provide the union with office space in appropriate locations at all the core hospital locations; Fairmont Hospital, Highland Hospital, and John George Psychiatric Hospital **based on space availability. Management shall make every reasonable effort to provide space at all locations.**

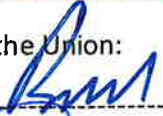

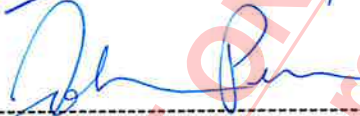

Registered Nurse


3.2.3 Union Offices.

AHS agrees to provide the union with offices in appropriate locations at all the core hospital locations; Fairmont Hospital, Highland Hospital, and John George Psychiatric Hospital **based on space availability. Management shall make every reasonable effort to provide space at all locations.**

For the Union:

For AHS:

 5/6/24
 5/6/24
 05/06/24
 5/06/24


 5/6/2024

5/6

SOME CHANGES INDICATED BY TEXT/HIGHLIGHTS IN COLOR

DRAFT ONLY - Tentative Agreement Pending ratification vote by Union members

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

AHS Counter-Proposal #27 Safety

General Chapter

ARTICLE 34. SAFETY

406. **Goals And Functions.** It is the responsibility of AHS to maintain a safe working environment. AHS will conduct and maintain facilities (owned or leased) in accordance with standards established by the State Division of Occupational Safety and Health and in compliance with Occupational Safety and Health Act other applicable safety and health regulations and the Safety Committee.
407. **AHS Safety Committee** AHS and the union shall establish a Safety Committee to review and ensure compliance with all AHS's campuses regarding the safety standards and plans set forth in this contract, with the assessment and plans performed by AHS safety consultants and with other safety measures the committee agrees to. The AHS Safety Committee includes the Safety Committees as referenced in both SEIU-RN and SEIU-SLH agreements, and it operates as a unified meeting encompassing both groups.
- A. The mutual goal of the committee is to review safety issues raised by the Union, make recommendations on security measures, security personnel, access to patient areas, training on both physical and psychological de-escalation, other training and other general patient and employee security concerns.
- B. **Frequency Of Meetings.** The Committee shall meet on a quarterly basis. The Committee may meet more frequently or longer by mutual agreement.
- C. Process
- a. The parties will mutually agree on a time and agenda items for the meeting.
 - b. These meetings shall be scheduled no fewer than fourteen (14) calendar days in advance, unless otherwise mutually agreed to by the parties.
 - c. AHS will secure a meeting space.
- D. **AHS Safety Committee.** The Committee shall consist of not more than 15 members, in addition to Union staff — 9 union-designated members: 2 from Highland, 2 from Fairmont, 2 from San Leandro, 2 from John George, and 1 from the free standing clinics, and 6 AHS designated members, 5 of whom shall be members of management from these respective locations and one of whom will be a member of the Environment of Care (EOC) Committee. ~~Executive Strategy~~

- Council. Additional attendees, either outside consultants or subject matter experts, maybe invited by mutual agreement to attend as a guest.
- E. **Site-Specific Committee.** The Union may request worksite specific Safety Committee meetings in addition to the Safety Committee meetings described above. Requests for worksite specific meetings shall not be unreasonably denied. The Union shall be able to designate up to five (5) three (3) members for worksite specific Safety Committee meetings, in addition to Union staff. ~~The Union designated members of the Committee may invite a representative of the Union to attend the meetings as an observer, and AHS may invite members of the AHS safety staff and either party can invite outside safety consultants to attend as guests.~~ Additional attendees, either outside consultants or subject matter experts, may be invited by mutual agreement to attend as a guest.
- F. **Orientation/Training.** AHS will provide orientation/training to the members of the Safety Committee on the current safety plans, on the assessment or plans created by AHS safety consultants, on the security personnel and on compliance with the measures set forth in this contract.
- G. **Release Time.** Full-time or part-time employees who have been formally designated as Union safety committee members pursuant to Paragraphs C and D 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
- H. **Cal/OSHA Log.** AHS will prepare and circulate one (1) copy of the AHS Cal/OSHA log to SEIU on a quarterly basis. These reports will also be made available to the Safety Committee, and will be posted on departmental bulletin boards.
- I. ~~The parties agree that the Workplace Safety Guidelines outlined in this Article and safety plans may need to vary or be amended depending upon the opening/closing of locations, new building codes, state legislation regarding acute care or SNF safety measures etc. It is the intent of AHS to comply with the Guidelines outlined in this Article upon ratification of the contract, and for the Safety Committee to continue to review and assess the effectiveness of these measures, and where appropriate, make recommendations to add to or alter them. The parties agree that the Workplace Safety Guidelines outlined in paragraph 450 and safety plans may need to vary or be amended depending upon the opening/closing of locations, new building codes, state legislation regarding acute care or SNF safety measures etc. It is the intent of AHS to comply with the Guidelines outlined in paragraph 450 upon ratification of the contract, and for the Safety Committee to continue to review and assess the effectiveness of these measures, and where appropriate, make recommendations to add to or alter them.~~

408. **Safe Patient Handling Program**

AHS Safe Patient Handling Program. includes the following:

- A. A written Patient Protection and Health Care Worker Back and Musculoskeletal Injury Prevention Plan and safe patient handling policy in accordance with California Labor Code Section 6403.5; and
- B. The designation of three (3) clinical staff with demonstrated lift competency per shift, per unit; and
- C. Require proper use of available lift equipment; and
- D. Timely repairs of and preventative maintenance on lift equipment; and
- E. Powered patient transfer and/or lifting devices are available to all appropriate units; and
- F. Unit-specific new hire orientation, which includes safe lifting practices and proper use of lift equipment for appropriate employees; and
- G. Annual competency reviews for appropriate employees, which include remedial safe lifting practices and proper use of lift equipment training; and
- H. AHS will upon request meet with Local 1021 and, up to two bargaining unit members designated by Local 1021, to discuss the need for any additional lifting assistance that may be required for specific units on specific shifts. AHS will, upon request, provide Local 1021 with information concerning any issues of ongoing concern.

409. **Workplace Violence Guidelines** AHS shall ensure compliance with AHS' workplace violence guidelines. AHS will initiate strong violence and abuse prevention programs including:

- A. AHS will provide Techniques for Effective Aggression Management (TEAM) training for job-appropriate employees. Certified TEAM instructors will schedule and provide training based on assessment of needs — high, medium, low. All security guards shall receive TEAM training. All TEAM trainings shall be held in person. Annual refresher training will also be provided and documented. AHS will continue to provide active shooter training and education.
- B. AHS will report any injury or illness stemming from workplace safety or workplace violence to the appropriate agencies i.e., CAL-OSHA, Dept of Health,

etc. This includes all AHS parking facilities, and AHS shuttle buses, and offsite non-AHS parking if AHS fails to provide parking for all employees;

- C. AHS will immediately promptly provide the assaulted employees(s) with medical and psychological services.
- D. AHS maintains policies and procedures relating to the detection, removal, storage and disposition of any weapons or dangerous instruments found on patients, family members, visitors or others
- E. AHS will provide security cameras that are recorded 24/7 at John George Psychiatric Hospital, Fairmont Hospital, Highland Hospital, and clinics, including parking areas. A reasonable effort will be made to install security cameras at external entrances and exits including all parking areas. Upon request, AHS will provide uniformed security escorts to cars and physical protection to workers. Additional cameras will be added at JGPP as well as additional lighting for the parking lots. Video recording shall be securely stored and will only be accessed and utilized for legitimate safety purposes. Under no circumstances shall AHS use security cameras for disciplinary actions, unless the action is directly connected to a legitimate safety purpose. AHS shall view video to investigate allegations of misconduct. AHS shall provide the Union with a copy of the misconduct allegation prior to viewing the video. AHS will present any video footage and documentation of allegation of misconduct pertinent to the investigation to SEIU during the investigatory meeting.
- F. If a visitor or family member at any facility becomes abusive or violent, the Sheriff's Department or security personnel will remove them straightaway;
- G. AHS will increase random security patrols of the SNF unit and add a camera in the SNF lounge area and curved mirrors in hallways as well as duress alarms where necessary if the Safety Committee thinks it will be of benefit.
- H. AHS will assure that all employees have the right to police protection (call 911) when requested if an assault is being/has been committed. AHS will support the employee in this endeavor and throughout the police/court process;
- I. Assure that all affected employees are provided with copies upon their request of any documents relating to any incident of violence that affects them whether as victims or witnesses of the incident;
- J. AHS will provide two security guards twenty-four (24) hours a day seven (7) days a weeks (24/7) in PES, one security guard 24/7 in triage, one security guard 24/7 on Unit B, one security guard 24/7 on Unit C, and one security guard 24/7 on Unit D of John George Psychiatric Hospital. AHS will provide a security guard on each floor of the ACT building during visiting hours of 8:00am to 9:00pm. AHS will provide an additional AHS will provide a roving security guard that has

no break responsibilities as well as a roving security guard for the ACT building during visiting hours. For all worksites, AHS will provide sufficient security team members who can respond within a reasonable period of time. For all worksites, AHS will provide a roving security guard with the capability of communicating emergencies, and AHS will provide contact information for roving security. Contact information shall be posted in mutually agreed upon locations determined in the Safety Committee. AHS will provide roving security guards at mutually agreed-upon schedules for the parking areas at Highland Hospital, Fairmont Hospital, and John George Psychiatric Hospital. All security vehicles shall be clearly marked as security.

- K. Staffing: If a patient is at any AHS facility with a history of violence or on a 5150 the attending physician or psychiatrist can determine to staff that patient with 1:1 or 2:1, including during transports, with recommendation from the appropriate nursing personnel, who in turn will take input from all affected unit staff. If the patient has an Early Intervention Plan (EIP) on file, the attending physician or psychiatrist care team shall follow the plan, unless the physician changes the care plan. Patient will be reassessed after twenty four (24) hours. If the patient has an EIP, the health care team will collaborate on the best approaches to the care plan. In the event there is a disagreement about appropriate staffing levels for such patients, nursing staff will escalate the dispute to the unit manager and above.
- L. Fairmont. The parties recognize that the workplace safety situation at Fairmont is complex and critical. AHS agrees to prioritize the issues there, including assuring that the employees who work there receive TEAM and other appropriate training to assure that they are prepared to care for the patients appropriately. AHS will work with the union designated representatives immediately and in an ongoing basis to ensure that the safety of the patients and workers is not continually put at risk. In addition to a sub-committee of the Safety Committee that will create a Specialized Code Grey and other long-term protocols for violent situation, AHS agrees in the interim to staff Fairmont with a Harm Reduction Team. Staff assaulted on the job will be offered a different patient assignment immediately promptly for one month so they do not have to care for the patient who assaulted them. In addition to the work of the Fairmont Subcommittee, AHS human resources leadership will assess whether the work performed in Fairmont is more complex and therefore warrants a differential in compensation.
- M. John George Psychiatric Hospital. The parties recognize that the workplace safety situation at John George Psychiatric Hospital is complex and critical. AHS agrees to prioritize the issues at JGPH, including assuring that employees

working at JGPH receive appropriate training, to assure that they are prepared to care for the patients appropriately. AHS will work with the union-designated representatives promptly immediately and in an ongoing basis to ensure that the safety of the patients and workers is not continually put at risk. AHS agrees to assess the need for ~~add~~ duress alarms ~~as needed~~ for safety with the input from the Union. In addition, any staff assaulted on the job at JGPH will be offered a different unit assignment immediately until the patient is discharged.

- N. Upon ratification of this agreement within thirty (30) days, the Safety Committee will meet and confer over a list of proposed locations for emergency call boxes.

410. Employee Parking Safety Improvements

- A. Lighting Enhancements. Upon ratification of this agreement within thirty (30) days, the Safety Committee will meet and confer about sufficient and well-functioning lighting in all employee parking areas. All lighting fixtures shall be regularly inspected and promptly repaired or replaced as necessary to maintain adequate illumination..

Emergency Response Protocols. Upon ratification of this agreement within thirty (30) days, the Safety Committee will meet and confer about clear and comprehensive emergency response protocols for employee parking areas, ensuring prompt assistance and coordination in cases of accidents, incidents, or security threats.

Registered Nurse

SAFETY

24.3 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.

24.4

AHS Safety Committee AHS and the union shall establish a Safety Committee to review and ensure compliance with all AHS's campuses regarding the safety standards and plans set forth in this contract, with the assessment and plans performed by AHS safety consultants and with other safety measures the committee agrees to. The AHS Safety Committee includes the safety committees as referenced in both SEIU-General and SEIU-SLH agreements, and it operates as unified meeting encompassing both groups.

- B. The mutual goal of the committee is to review safety issues raised by the Union, make recommendations on security measures, security personnel, access to

patient areas, training on both physical and psychological de-escalation, other training and other general patient and employee security concerns.

- C. **Frequency Of Meetings.** The Committee shall meet on a quarterly basis. The Committee may meet more frequently or longer by mutual agreement.
- D. **Process**
 - a. The parties will mutually agree on a time and agenda items for the meeting.
 - b. These meetings shall be scheduled no fewer than fourteen (14) calendar days in advance, unless otherwise mutually agreed to by the parties.
 - c. AHS will secure a meeting space.
- E. **AHS Safety Committee.** The Committee shall consist of not more than 15 members, in addition to Union staff — 9 union-designated members: 2 from Highland, 2 from Fairmont, 2 from San Leandro, 2 from John George, and 1 from the free standing clinics, and 6 AHS designated members, 5 of whom shall be members of management from these respective locations and one of whom will be a member of the Environment of Care (EOC) Committee. Additional attendees, either outside consultants or subject matter experts, may be invited by mutual agreement to attend as a guest.
- F.

Site-Specific Committee. The Union may request worksite specific Safety Committee meetings in addition to the Safety Committee meetings described above. Requests for worksite specific meetings shall not be unreasonably denied. The Union shall be able to designate up to three (3) members, one of whom shall from the affected unit, for worksite specific Safety Committee meetings, in addition to Union staff. Additional attendees, either outside consultants or subject matter experts, may be invited by mutual agreement to attend as a guest. 24.6 Orientation/Training.

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

AHS will provide orientation/training to the members of the Safety Committee on the current safety plans, on the assessment or plans created by AHS safety consultants, on the security personnel and on compliance with the measures set forth in this contract

24.7 Memorandum Regarding Procedure and Membership

Alameda Health System/SEIU1021GU & SEIU 1021 RN
2024 Bargaining
AHS Counter Proposal #U27 Safety
Date offered: 6/28/2024

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.

24.8 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.

24.9 Safe Patient Handling Program

AHS Safe Patient Handling Program includes the following:

24.9.1 A written Patient Protection and Health Care Worker Back and Musculoskeletal Injury Prevention Plan and safe patient handling policy in accordance with California Labor Code Section 6403.5; and

24.9.2 The designation of three (3) clinical staff with demonstrated lift competency per shift, per unit; and

24.9.3 Require proper use of available lift equipment; and

24.9.4 Timely repairs of and preventative maintenance on lift equipment; ; and

24.9.5 Powered patient transfer and/or lifting devices are available to all appropriate units; and

24.9.6

24.9.7 Unit-specific new hire orientation, which includes safe lifting practices and proper use of lift equipment; and

24.9.8 Annual competency reviews for appropriate employees, which include remedial safe lifting practices and proper use of lift equipment training; and

24.9.9 AHS will upon request meet with Local 1021 and, up to two bargaining unit members designated by Local 1021, to discuss the need for any additional lifting assistance that may be required for specific units on specific shifts. AHS will, upon request, provide Local 1021 with information concerning any issues of ongoing concerns.

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

24.10 Release Time.

Full-time or part-time employees who have been formally designated as Union Safety Committee members 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
- 24.11 Upon ratification of this agreement within thirty (30) days, the Safety Committee will meet and confer over a list of proposed locations for emergency call boxes.
- 24.12 AHS will provide two security guards twenty-four (24) hours a day seven (7) days a week (24/7) in PES, one security guard 24/7 in triage, one security guard 24/7 on Unit B, one security guard 24/7 on Unit C, and one security guard 24/7 on Unit D of John George Psychiatric Hospital. AHS will provide a security guard on each floor of the ACT building during visiting hours of 8:00am to 9:00pm. AHS will provide a roving security guard that has no break responsibilities as well as a AHS will provide roving security guard for the ACT building during visiting hours. who does not have any break responsibilities. For all worksites, AHS will provide sufficient security team members who can respond within a reasonable period of time. For all worksites, AHS will provide a roving security guard with the capability of communicating emergencies, and AHS will provide contact information for roving security. Contact information shall be posted in mutually agreed upon locations determined in the Safety Committee. AHS will provide roving security guards at mutually agreed-upon schedules for the parking areas at Highland Hospital, Fairmont Hospital, and John George Psychiatric Hospital. All security vehicles shall be clearly marked as security.
- A. 24.13 AHS will provide security cameras that are recorded 24/7 at John George Psychiatric Hospital, Fairmont Hospital, Highland Hospital, and clinics including parking areas. A reasonable effort will be made to install security cameras at external entrances and exits including all parking areas.. Upon request, AHS will provide uniformed security escorts to cars and physical protection to workers. Video recording shall be securely stored, and will only be accessed and utilized for legitimate safety purposes. Under no circumstances shall AHS use security cameras for disciplinary actions, unless the action is directly connected to a legitimate safety purpose. AHS shall view video to investigate allegations of misconduct. AHS shall provide the Union with a copy of the misconduct allegation prior to viewing the video. AHS will present any video footage and documentation of allegation of misconduct pertinent to the investigation to SEIU during the investigatory meeting.
- 24.14 Workplace Violence Prevention Plan
- AHS will establish, implement, and maintain a Workplace Violence Prevention Plan ("Plan"). Prior to implementing the Plan, AHS will meet and confer with the Union concerning the Plan and implementation of the Plan. AHS and the Union will review the plan annually for its effectiveness in the specific work areas and to consider recommendations for improving the Plan. In accordance with the Plan, AHS will train employees concerning workplace violence risks, appropriate precautions for avoiding and correcting workplace violence hazards and incidents. AHS s Plan will also address the following:

- A. AHS will provide Techniques for Effective Aggression Management (TEAM) training for job-appropriate employees. Certified TEAM instructors will schedule and provide training based on assessment of needs — high, medium, low. All security guards shall receive TEAM training. All TEAM trainings shall be held in person. Annual refresher training will also be provided and documented. AHS will continue to provide active shooter training and education.
- b. Reporting of injuries or illnesses stemming from workplace violence to appropriate governmental agencies i.e., CAL-OSHA, Dept of Health, etc. This includes all AHS parking facilities, AHS shuttle buses, ~~and offsite non AHS parking if AHS fails to provide parking for all employees.~~
- c. The ~~immediate prompt~~ provision of appropriate medical and/or psychological services to employees affected by any workplace violence incident; and
- d. Ongoing review and, if necessary, improvement of workplace surveillance capabilities and security patrols.
- e. Create a security plan to prevent the transport of unauthorized firearms into the facility in areas where visitors or patients are reasonably anticipated to possess firearms.
- f. AHS maintains policies and procedures relating to the detection, removal, storage and disposition of any weapons or dangerous instruments found on patients, family members, visitors or others;
- g. Create and maintain a Violent Incident Log.
- h. If in the clinical judgment of the physician or psychiatrist, 1:1 or 2:1 staffing is appropriate for a potentially violent patient, that staffing level will be ordered.
- i. If permitted by state and federal law, AHS will flag potentially violent patients. The Union may request an explanation if a patient is not flagged.

24.15 Employee Parking Safety Improvements

- A. **Lighting Enhancements.** Upon ratification of this agreement within thirty (30), the Safety Committee will meet and confer about sufficient and well-functioning lighting in all employee parking areas. All lighting fixtures shall be regularly inspected and promptly repaired or replaced as necessary to maintain adequate illumination. .
- B. **Emergency Response Protocols.** Upon ratification of this agreement within thirty (30) days, the Safety Committee will meet and confer clear and comprehensive emergency response protocols for employee parking areas, ensuring prompt assistance and coordination in cases of accidents, incidents, or security threats.

ARTICLE 27. SAFETY

- A. 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 the Occupational Safety and Health Act, other applicable safety and health regulations, and the Safety Committee.
- B. AHS Safety Committee. AHS and the union shall establish a Safety Committee to review and ensure compliance with all AHS's campuses regarding the safety standards and plans set forth within this contract, within the assessment and plans performed by AHS Safety consultants and with safety measures the committee agrees to. The Committee shall meet on a quarterly basis. The Committee may be more frequently or longer by mutual agreement. . The AHS Safety Committee includes the Safety Committees as referenced in both SEIU-RN and SEIU-General agreements, and it operates as a unified meeting encompassing both groups.
1. Process
 - a. The parties will mutually agree on a time and agenda items for the meeting.
 - b. These meetings shall be scheduled no fewer than fourteen (14) calendar days in advance, unless otherwise mutually agreed to by the parties.
 - c. AHS will secure a meeting space.
 2. Participation
 - A. AHS Safety Committee. The Committee shall consist of not more than 15 members, in addition to Union staff — 9 union-designated members: 2 from Highland, 2 from Fairmont, 2 from San Leandro, 2 from John George, and 1 from the free standing clinics, and 6 AHS designated members, 5 of whom shall be members of management from these respective locations and one of whom will be a member of the Environment of Care (EOC) Committee. Additional attendees, either outside consultants or subject matter experts, may be invited by mutual agreement to attend as a guest.
 - B. Site-Specific Committee. The Union may request worksite specific Safety Committee meetings in addition to the Safety Committee meetings described above. Requests for worksite specific meetings shall not be unreasonably denied. The Union shall be able to designate up to-three (3) members for worksite specific Safety Committee meetings. Additional attendees, either outside consultants or subject matter experts may be invited by mutual agreement to attend as a guest.
 - a. _____

- C. Release Time. Full-time or part-time employees who have been formally designated as Union safety committee ~~representatives~~ members 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

C. Safe Patient Handling Program

1. AHS ~~will maintain a~~ Safe Patient Handling Program in all appropriate units that includes the following:
2. A written Patient Protection and Health Care Worker Back and Musculoskeletal Injury Prevention Plan and safe patient handling policy in accordance with California Labor Code Section 6403.5; and
3. The designation of three (3) clinical staff with demonstrated lift competency per shift, per unit; and
4. Require proper use of available lift equipment; and
5. Timely repairs of and preventative maintenance on lift equipment; and
6. Powered patient transfer and/or lifting devices will replace current transfer and lift devices through future purchasing; and
7. Unit-specific new hire orientation, which includes safe lifting practices and proper use of lift equipment for appropriate employees; and
8. Annual competency reviews for appropriate employees, which include remedial safe lifting practices and proper use of lift equipment training; and

D. Workplace Violence Guidelines AHS shall ensure compliance with AHS' workplace violence guidelines. AHS will initiate strong violence and abuse prevention programs including:

1. AHS will provide Techniques for Effective Aggression Management (TEAM) training for job-appropriate employees. Certified TEAM instructors will schedule and provide training based on assessment of needs — high, medium, low. All security guards shall receive TEAM training. All TEAM trainings shall be held in person. Annual refresher training will also be provided and documented. AHS will ~~maintain~~ continue to provide active shooter training and education.
2. AHS will report any injury or illness stemming from workplace safety or workplace violence to the appropriate agencies i.e., CAL-OSHA, Dept of Health, etc. This includes all AHS parking facilities, AHS shuttle buses, ~~and offsite non-AHS parking if AHS fails to provide parking for all employees.~~

3. AHS will immediately promptly provide the assaulted employees(s) with medical and psychological services.
4. AHS maintains policies and procedures relating to the detection, removal, storage and disposition of any weapons or dangerous instruments found on patients, family members, visitors or others;
5. AHS will provide security cameras that are recorded 24/7 at entrances and exits including all parking areas.. Upon request, AHS will provide uniformed security escorts to cars and physical protection to workers. Video recording shall be securely stored and will only be accessed and utilized for legitimate safety purposes. Under no circumstances shall AHS use security cameras for disciplinary actions, unless the action is directly connected to a legitimate safety purpose. AHS shall view video to investigate allegations of misconduct. AHS shall provide the Union with a copy of the misconduct allegation prior to viewing the video. AHS will present any video footage and documentation of allegation of misconduct pertinent to the investigation to SEIU during the investigatory meeting.
6. If a visitor or family member at any facility becomes abusive or violent, the security personnel will remove them straightaway;
7. AHS will increase random security patrols unit and add a camera in the lounge area and curved mirrors in hallways as well as duress alarms where necessary if the Safety Committee thinks it will be of benefit in mutually agreed upon locations.,
8. AHS will assure that all employees have the right to call 911 when requested if an assault is being/has been committed. AHS will support the employee throughout the police/court process.
9. Assure that all affected employees are provided with copies upon their request of any documents relating to any incident of violence that affects them whether as victims or witnesses of the incident, as appropriate;
10. Staffing: If a patient is at any AHS facility with a history of violence or on a 5150 the attending physician or psychiatrist can determine to staff that patient with 1:1 or 2:1, including during transports, by the appropriate personnel.
11. AHS will provide a roving security guard with the capability of communicating emergencies, and AHS will provide contact information for roving security. Contact information shall be posted in mutually agreed upon locations determined in the Safety Committee. AHS will provide roving security guards at mutually agreed-upon schedules

for the parking areas at San Leandro Hospital. All security vehicles shall be clearly marked as security.

E. Employee Parking Safety Improvements

1. Lighting Enhancements. Upon ratification of this agreement within thirty (30) days, the Safety Committee will meet and confer about sufficient and well-functioning lighting in all employee parking areas. All lighting fixtures shall be regularly inspected and promptly repaired or replaced as necessary to maintain adequate illumination.
2. Emergency Response Protocols. Upon ratification of this agreement within thirty (30) days, the Safety Committee will meet and confer about clear and comprehensive emergency response protocols for employee parking areas, ensuring prompt assistance and coordination in cases of accidents, incidents, or security threats.

For SEIU

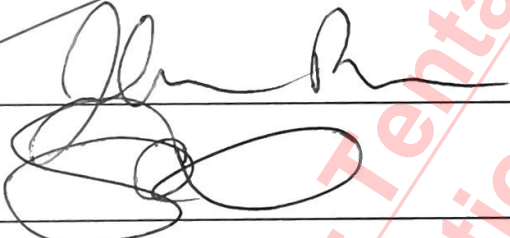
For AHS

 6/28/24











Date

6/28/24

Date

6/28/2024

DRAFT ONLY - Tentative Agreement
Pending ratification vote by Union Members



**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

SEIU Local 1021 Alameda Health System Bargaining Team
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The following proposal applies only to the General Unit Chapter MOU.

Proposal #U28 SAN Pay Practice

Section 15.1 Wages

192. SAN employees will be paid at least 6% over step 3 (Step 8 for the Clinical Lab Scientist series) of each affected comparable title for Group 1; 5% over Step 3 for Group 2; and 5% over Step 3 for Group 3. These percentage differences apply to both current and future titles that have SANs.

To be effective 90 days after ratification of the MOU.

For SEIU

[Signature] 5/8/24

[Signature] 5/8/24

[Signature] 5/8/24

For AHS

[Signature]

[Signature] 5/8/2024

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

DRAFT ONLY
Pending ratification vote by Union members

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

8. **Reporting Pay.** Any Employee who begins their regularly scheduled shift reports to work for a scheduled/confirmed shift, excluding non-mandatory meetings and/or training will be provided with at least four hours of work or pay. Employees will be paid a minimum of two (2) hours or the length of a scheduled training, whichever is longer, in the event of a non-mandatory meeting and/or training

For the Union

Negotiator

San Leandro

For AHS

3/22/24

Date

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

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Pending ratification vote

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

~~Package Proposal:~~

~~The Union offers this counter to U31 ESL in a package with U52 Sick Time Rollover. In the event AHS accepts the U31 counter below, the Union agrees U52 Sick Time Rollover counter proposal passed on 5/8/2024. In the event U31 is not accepted, the Union shall maintain our current position on U52.~~

SEIU 1021 Counter #U31 Extended Sick Leave

General Chapter

Section 11.2. Extended Sick Leave and Industrial Sick Leave Supplement

155. Extended Sick Leave

- A. Regular status employees will accrue 4 days (1.231 hours per pay period) extended sick leave per year prorated by FTE for part-time employees. This is in addition to PTO hours.
- B. Extended sick leave may be used for periods of illness of the employee or a family member as defined above that exceed one (1) week worth of core scheduled shifts. The first one (1) weeks of such an illness will be covered by PTO. Once the employee has reached the one (1) week worth of core scheduled shifts, the days covered by PTO may, upon employee's request, be retroactively converted to ESL and the PTO days shall be restored to the employee's PTO balance. Family member is the same definition as used in Bereavement Leave.
- C. Employees on approved Workers Compensation leaves for the first three days and FMLA may use extended sick leave from the first day out. This does not apply to intermittent FMLA. If the employee is admitted to the hospital for one or more days during that first week, that employee may use ESL from the first day the employee is out. Also, if an employee undergoes surgery that requires him/her to be off work three or more days, ESL may be used commencing the first day of absence. If the employee becomes ill or injured within five (5) calendar days of having used Extended Leave, for the same illness/injury/condition that originally caused the employee to use ESL as established by medical documentation, FMLA or worker's compensation paperwork, then ESL may be used commencing the first day of absence.
- D. Employees who are on a leave of absence related to the COVID-19 pandemic who have ESL available may elect to use ESL commencing the first day of absence in one of the following instances:

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

- A. When the Employee or a family member for whom the employee is caring is on Quarantine or isolation directed by a primary care provider, Public Health Authority or AHS Employee Health.
 - B. When the Employee or a family member for whom the employee is caring has a documented positive test for COVID-19.
156. Extended sick leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the leave.

Registered Nurse

9.1.1.3 As used in this Article, "Extended Sick Leave" means leave of absence of an employee because of any of the following: (i) illness or injury which renders them incapable of performing their work or duties for AHS; (ii) their exposure to contagious disease; and (iii) illness or injury of an immediate family member who requires the employee's care. Extended sick leave may only be used after the employee has reached their core FTE equivalent for that first week starting with the first day the employee is out sick. Once the employee has reached the one (1) week worth of core scheduled shifts, the days covered by PTO may, upon employee's request, be retroactively converted to ESL and the PTO days shall be restored to the employee's PTO balance. If the employee is admitted to the hospital for one day or more during that first week, that employee may use ESL from the first day the employee is out.

9.1.1.4 For the purpose of this Article, Family member is the same definition as used in Bereavement Leave.

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

9.1.2 Extended Sick Leave

9.1.2.1 Each employee will accrue 4 days (1.231 hours per pay period) ~~3 days (.92 hours per pay period)~~ extended sick leave per year.

9.1.2.2 Extended sick leave may only be used after the employee has reached their core FTE equivalent for that first week starting with the first day the employee is out sick. Once the employee has reached the one (1) week worth of core scheduled shifts, the days

covered by PTO may, upon employee's request, be retroactively converted to ESL and the PTO days shall be restored to the employee's PTO balance.

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

9.1.4

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

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

9.1.5 Days or Fractions of Days.

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

San Leandro Hospital

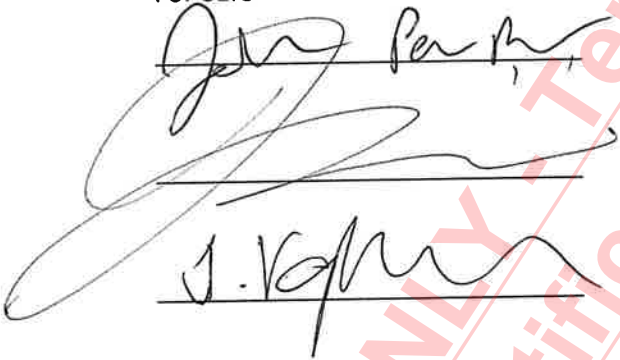
B. Extended Sick Leave


1. Each employee will accrue 4 days (1,231 hours per pay period) 3 days (.92 hours per pay period) extended sick leave per year. This is in addition to PTO hours. This accrual starts the first pay period after ratification. A bank of 32 hours of Extended Sick Leave will be established for each 1.0 FTE after ratification of this agreement. The 32 hours will be prorated by base FTE for part time employees.
2. Extended sick leave may be used for periods of illness of the employee or a family member that exceed one (1) week worth of core scheduled shifts. The first one (1) weeks of such an illness will be covered by PTO. Once the employee has reached the one (1) week worth of core scheduled shifts, the days covered by PTO may, upon employee's request, be retroactively converted to

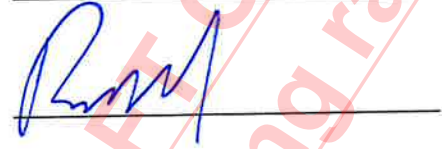
~~ESL and the PTO days shall be restored to the employee's PTO balance.~~ Family member is the same definition as used in Bereavement Leave.

3. Employees on approved Workers Compensation leaves for the first three days and FMLA may use extended sick leave from the first day out. This does not apply to intermittent FMLA. If the employee is admitted to the hospital for one or more days during that first week, that employee may use ESL from the first day the employee is out. Also, if an employee undergoes surgery that requires them to be off work three or more days, ESL may be used in commencing the first day of absence. If the employee becomes ill or injured within five (5) calendar days of having used Extended Leave, for the same illness/injury/condition that originally caused the employee to use ESL as established by medical documentation, FMLA or workers compensation paperwork, then ESL may be used commencing the first day of absence.
4. Days or Fractions of Days. Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.


For SEIU








For AHS




_____ 5/24/24

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Pending ratification vote by Union Members



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The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

Proposal #U33 Preceptor/Training Pay

General Chapter

199. Preceptor ~~Pay/Training/Shadowing~~ Pay/Orientation

PRECEPTOR PAY - If an employee is assigned preceptor duties to train or orient any orient any person for any person a new employee in the department for a specific period of time, the employee assigned will be paid an additional ten (10%) ~~fifteen (15%)~~ percent based on their regular straight time base pay for the entire shift they are assigned as a preceptor. per hour for each hour assigned training or orientation duties. This differential shall not be used to calculate other types of premium pay. ~~Only employees covered by this MOU shall provide training/orientation, and all training/orientation duties shall be voluntary. A preceptor refers to a nurse or clinical staff employed on a designated clinical employee within a health care agency who mentors, monitors, teaches, provides feedback, and assesses new grad or transitioning to new practice, nursing or clinical any clinical person staff in their workplace.~~

TRAINING/SHADOWING PAY - When an employee is assigned to train/shadow any person staff on a specific process, procedure or equipment they will be paid \$3.00 training/shadowing pay per hour based on their regular base straight time pay for the actual predesignated training/shadowing time. Training/shadowing refers to the process of learning the skills you need to do a particular job or activity.

ORIENTATION - Orienting refers to introducing an employee to the department, this could be a new employee or a transferring employee and includes introducing them to the different areas and staff. There is no additional pay for orienting a new team member.

All Preceptor/Training/Shadowing/Orienting duties shall be voluntary and only offered first, to the most senior qualified employees directly employed by AHS. shall provide preceptor/training/orientation This would not apply when the training is required to be presented by an outside vendor. AHS and the Union embrace a collaborative review and



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evaluation. The AHS Education Department shall provide clinical support, assistance, and education to preceptors and preceptee's.

Registered Nurse

15.7 Preceptor Pay/ Training Pay/Orientation Duties.

Preceptor duty is defined as "mentoring any person in cognitive and/or psychomotor skills. Only Preceptor /Training/orientation duties will first be offered to the most senior qualified employees directly employed by AHS. RN/APPs covered by this MOU shall provide preceptor/training/orientation, and all preceptor/training/orientation duties shall be voluntary. This would not apply when the training is required to be presented by an outside vendor.

AHS and the Union embrace a collaborative review and evaluation. The AHS Education Department shall provide clinical support, assistance, and education to RN/APP preceptors and preceptee's.

PRECEPTOR PAY - All RN/APPs shall receive an additional ~~fifteen (15%)~~ ten (10%) percent based on their regular base straight time base pay for the entire shift they are assigned as a preceptor. per hour for each hour assigned preceptor duties. This differential shall not be used to calculate other types of premium pay.

A preceptor refers to a nurse or clinical staff employed within a health care agency who mentors, monitors, teaches, provides feedback and assesses ~~new grad or transitioning to new practice, nursing or clinical staff~~ any person in their workplace.

TRAINING PAY- When an employee is assigned to train ~~staff~~ any person on a specific process, procedure or equipment they will will be paid an additional five (5%) percent training pay based on their regular straight time base pay for the actual pre designated



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training time. Training refers to the process of learning the skills you need to do a particular job or activity.

ORIENTATION -Orienting refers to introducing an employee to the department, this could be a new employee or a transferring employing and includes introducing them to the different areas and staff. There is no additional pay for orienting a new team member.

San Leandro Hospital

(new section)

Preceptor Pay/Training/Shadowing Pay/Orientation

PRECEPTOR PAY - If an employee is assigned preceptor duties to train or orient any person for a new employee any person in their department for a specific period of time, the employee assigned will be paid an additional ten (10%) fifteen (15%) percent based on their regular straight time base pay for the entire shift they are assigned as a preceptor. per hour for each hour assigned training or orientation duties. This differential shall not be used to calculate other types of premium pay. Only employees covered by this MOU shall provide training/orientation, and all training/orientation duties shall be voluntary. A preceptor refers to a nurse or clinical staff employed any a designated clinical employee within a health care agency who mentors, monitors, teaches, provides feedback and assesses new grad or transitioning to new practice, nursing or clinical staff any clinical person in their workplace.

TRAINING/SHADOWING PAY- When an employee is assigned to train/shadow staff any person on a specific process, procedure or equipment they will be paid an additional



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\$3.00 per hour, based on their regular straight time base pay for the actual pre designated training/shadowing time. Training/shadowing refers to the process of learning the skills you need to do a particular job or activity.

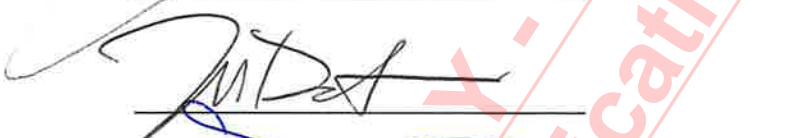
ORIENTATION -Orienting refers to introducing an employee to the department, this could be a new employee or a transferring employee and includes introducing them to the different areas and staff. There is no additional pay for orienting a new team member.


All Preceptor/Training/Shadowing/Orienting duties shall be voluntary and offered first, to the most senior qualified only employees directly employed by AHS shall provide preceptor/training/orientation.. This would not apply when the training is required to be presented by an outside vendor. AHS and the Union embrace a collaborative review and evaluation. The AHS Education Department shall provide clinical support, assistance, and education to preceptors and preceptee's.


For SEIU 1021


For AHS



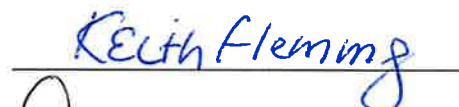









date: 6/17/24





date: 6/17/2024

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The following proposal applies only to the Registered Nurse MOU.


Proposal #U34 Break Nurse

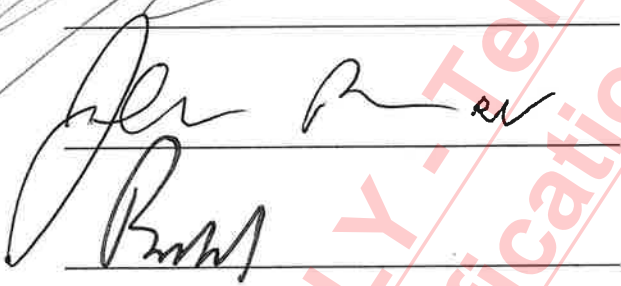
Article 6.6 Meal Periods and Rest Breaks


2. Break nurses will be SEIU Local 1021 bargaining unit members except in an emergency or unavoidable situation during a shift when a supervisor or manager may serve temporarily as break nurse only if they have been relieved of all administrative duties and are able to perform direct patient care duties within ratio as a break nurse. The Break RN shall be free from other assigned duties and responsibilities and available to cover the patient assignment for the entire rest/meal period without interruption.


For SEIU

FOR AHS









Date 6/20/24

Date 6/20/24

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Pending ratification vote by union members



The following proposal applies only to the Registered Nurse MOU.

Legend

AHS-blue

SEIU-red

Proposal #U35 Meal Breaks for 10 and 12 Hour Shifts


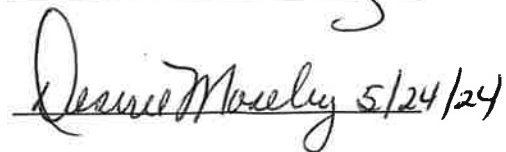
Article 6.6 Meal Periods and Rest Breaks

3. ~~When working an 8-hour shift. Every~~ nurse on each Nursing unit at Highland, John George, Fairmont and Offsite Clinics shall be provided the equivalent of two (2) 15-minute rest breaks and one (1) 30-minute meal period ~~when working an eight (8) hour shift. Meal periods will be provided within the first five (5) hours of the 8-hour shift. Upon mutual agreement, in writing, meal breaks may be provided at different times.~~
4. ~~When working a 10-hour shift. Every~~ nurse on each Nursing unit at Highland, John George, Fairmont and Offsite Clinics shall be provided the equivalent of three (3) 15-minute rest breaks and one (1) 30-minute meal period ~~when working a 10-hour shift. Meal periods will be provided within the first seven (7) hours of the 10-hour shift. Upon mutual agreement, in writing, meal breaks may be provided at different times.~~
5. ~~When working a 12-hour shift. Every~~ nurse on each Nursing unit at Highland, John George, Fairmont and Offsite Clinics shall be provided the equivalent of three (3) 15-minute rest breaks and one (1) 30-minute meal period when working a 12-hour shift. Meal periods will be provided within the first ~~eight (8) hours of the 12-hour shift. Upon mutual agreement, in writing, meal breaks may be provided at different times.~~
6. ~~When the employee agrees to the above in writing this relieves AHS of any penalty requirements exclusively related to the scheduling of meal period and rest breaks, not whether the break has been provided.~~

For SEIU




For AHS

APPENDIX F

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

Any bargained-for classifications, or any subcategories within those classifications with a series of 1 and above shall be flexed accordingly to a higher level after six (6) months or a year, aligned with the requirements of the job description.

There will be a 90 day review period from the date of MOU ratification to ensure job descriptions are updated to include requirements.

Six (6) Months

~~Clerk II — Clerk I~~

~~Billing Technician I — Clerk II~~

~~Computer Operator I — Computer Tech Data Processing Technician II — Data Processing Technician I~~

~~Dietician II — Dietician I~~

~~Electroencephalograph Technician II — Electroencephalograph Technician I~~

~~Library Clerk II — Library Clerk I~~

~~Medical Translator II — Medical Translator I~~

~~Public Health Nursing Assistant II — Public Health Nursing Assistant I~~

~~Respiratory Care Practitioner II — Respiratory Care Practitioner I~~

~~Social Worker II — Social Worker I~~

~~Transcriptionist — Clerk II~~

~~Transcriptionist — Stenographer~~

One (1) Year

~~Accountant — Accountant Auditor Billing Technical II — Billing Technician I~~

~~Buyer II — Buyer I~~

~~Cardiovascular Technician II — Cardiovascular Technician I~~

~~Central Supply Technician II – Central Supply Technician I~~

~~Clinical Laboratory Technologist II – Clinical Laboratory Technologist I~~

~~Financial Services Specialist II – Financial Services Specialist I~~

~~Health Educator II – Health Educator I~~

~~Information System Technician II – Information System Technician I~~

~~Laboratory Assistant II – Laboratory Assistant I~~

~~Librarian II – Librarian I~~

~~Library Assistant II – Library Assistant I~~

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

~~Medical Social Worker II – Medical Social Worker I~~

~~Mental Health Specialist II – Mental Health Specialist I~~

~~Network Services Analyst II – Network Services Analyst I~~

~~Network Support Technician II – Network Support Technician I~~

~~Nutrition Assistant II – Nutrition Assistant I~~

~~Occupational Therapist II – Occupational Therapist I~~

~~Patient Services Technician II – Patient Services Technician I~~

~~Physical Therapist II – Physical Therapist I~~

~~Psychiatric Social Worker II – Psychiatric Social Worker I~~

~~Rehabilitation Counselor II – Rehabilitation Counselor I~~

~~Software Analyst I – Software Analyst Trainee Speech Pathologist II – Speech Pathologist I~~

Other titles

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

*San Leandro Hospital
(new section)*

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

Any bargained-for classifications, or any subcategories within those classifications with a series of 1 and above shall be flexed accordingly to a higher level after six (6) months or a year, aligned with the requirements of the job description.

There will be a 90 day review period from the date of MOU ratification to ensure job descriptions are updated to include requirements.

For the Union

Negotiator

General Chapter

San Leandro

For AHS

Keith Fleming
Devin Moseley

2/29/24

Date

DRAFT ONLY - Tentative Agreement
Pending ratification vote by Union Members

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

SEIU 1021 Counter to #U38 Performance Improvement

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

General Chapter

ARTICLE 30. PERFORMANCE IMPROVEMENT In order for AHS to attract ~~and retain patients and retain~~ employees and be financially viable in the future, the Union and AHS agree that employees must be productive, competent and well trained and properly led to perform their assigned responsibilities. Both the Union and AHS agree that employees are deserving of being treated with dignity and respect.

377. Coaching/Counseling. This is the first step to assist employees in meeting performance standards. Coaching sessions in a workplace that address behaviors, performance, and attendance are a structured and supportive approach to help employees improve their behavior, performance, and attendance. These sessions involve a one-on-one discussion between a manager or supervisor and the employee, with the goal of addressing any issues or concerns related to behaviors, performance, or attendance. This is part of the supervisor's/manager's ordinary day-in and day out responsibilities for managing people. These coaching sessions should be aimed at recognizing best practice for attendance, performance and behaviors that align with expected standards as well as coaching to expectations that drive performance; they should be ~~one-on-one discussions~~ face-to-face ^{FACE-TO-FACE / CONVERSATIONS} ~~conversations~~ that occur during the shift and should be done at the earliest possible moment to correct any workplace issues. They should take place in areas that ensure privacy and freedom from interruptions. There shall be a demonstrated Coaching session/conversation with employees related to addressing behaviors, performance, and attendance matters. AHS believes in following progressive disciplinary action steps in most situations as applicable and appropriate. These conversations ~~shall~~ may be documented to memorialize the conversation at the request of either the manager/supervisor or employee, but in no event will it be placed in the employee's personnel file. However, when necessary, AHS may deviate from this approach as described in ARTICLE 31. DISCIPLINARY ACTION/NOTICE OF TERMINATION / PERSONNEL FILES. Pm

378. **Performance Improvement Plan (PIP).** When a ~~performance or behavior or attendance~~ problem continues, the manager/supervisor ~~may shall~~ schedule a more serious discussion to let the employee know that immediate change is needed. The manager may consider placing the employee on a performance improvement plan. Manager/supervisors may schedule a more serious discussion to let the employee know that immediate change is needed for behavior issues. At this point, that matter is still between the employee and the manager/supervisor. As long as the employee solves the problem, it goes no further. There is no official record of the PIP in the personnel file. PIPs may involve further training, orientation or mentoring and should have timelines for completion of tasks. They Performance Improvement Plans are not meant to last longer than ~~two (2) months~~ sixty (60) days unless the parties agree to extend it up to 90 calendar days ninety (90) days. PIPs will require documentation, but again will not be placed in the employee s personnel file. If a disagreement exists about the creation or successful completion of the PIP, the employee may submit a written rebuttal.

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**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

379. ATTENDANCE IMPROVEMENT PLAN (AIP)

~~When a problem continues, the manager/supervisor will schedule a more serious discussion to let the employee know that immediate change is needed. At this point, the matter will be between the employee, the manager/supervisor and union representative. If the employee solves the problem, it goes no further. There is no official record of the AIP in the personnel file. AIPs will require documentation agreed upon by both parties. The employee's attendance will be monitored for up to 60 days not to exceed 60 days. Protected leaves and absences will not be counted against the employee. If the issue continues during this period, AHS will follow progressive discipline.~~

Registered Nurse

ARTICLE 22 PERFORMANCE IMPROVEMENT

In order for AHS to attract ~~and retain patients~~ and retain employees 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 the first step to assist employees in meeting performance standards. Coaching sessions in a workplace that address behaviors, performance, and attendance are a structured and supportive approach to help employees improve their behavior, performance, and attendance. These sessions involve a one-on-one discussion between a manager or supervisor and the employee, with the goal of addressing any issues or concerns related to behaviors, performance, or attendance.~~ 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 **attendance**, performance and behaviors that align with expected standards as well as coaching to expectations that drive performance; they should be ~~one-on-one discussions~~ **face-to-face conversations** that occur during the shift. The conversation shall take place in an area that ensures privacy and freedom from interruptions. ~~There shall be a demonstrated Coaching session/conversation with employees related to addressing behaviors, performance, and attendance matters. AHS believes in following progressive disciplinary action steps in most situations as applicable and appropriate. These conversations shall MAY be documented to memorialize the conversation at the request of either the manager or employee, but WILL NOT be placed in the employee's personnel file. However, when necessary, AHS may deviate from this approach as described in ARTICLE 23 DISCIPLINE WITHOUT PUNISHMENT/NOTICE OF TERMINATION /PERSONNEL FILES AND GRIEVANCE PROCEDURE.~~

FACE-TO-FACE
CONVERSATIONS

Pm

22.2 Performance Improvement Plan (PIP).

When a ~~performance or~~ **behavior attendance** problem continues, the supervisor ~~may~~ **shall** schedule a more serious discussion to let the employee know that immediate change is needed. ~~The manager may~~

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consider placing the employee on a performance improvement plan. Manager/supervisors may schedule a more serious discussion to let the employee know that immediate change is needed for behavior issues. 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. **They Performance Improvement Plans are not meant to last longer than two (2) months sixty (60) days unless the parties agree to extend it up to 90 calendar days ninety (90) days.** PIPs will require documentation, but again WILL NOT be placed in the employee's personnel file. **If a disagreement exists about the creation or successful completion of the PIP, the employee may submit a written rebuttal.**

22.3 Attendance Improvement Plan (AIP)

When a problem continues, the manager/supervisor shall schedule a more serious discussion to let the employee know that immediate change is needed. At this point, the matter will be between the employee, the manager/supervisor and union representative. If the employee solves the problem, it goes no further. There is no official record of the AIP in the personnel file. AIPs will require documentation agreed upon by both parties. The employee's attendance will be monitored for up to 60 days not to exceed 60 days. Protected leaves and absences will not be counted against the employee. If the issue continues during this period, AHS will follow progressive discipline.

San Leandro Hospital

ARTICLE 23. PERFORMANCE IMPROVEMENT

- A. In order for AHS to attract **and retain patients and retain employees** 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.
- B. Coaching. **This is the first step to assist employees in meeting performance standards. Coaching sessions in a workplace that address behaviors, performance, and attendance are a structured and supportive approach to help employees improve their behavior, performance, and attendance. These sessions involve a one-on-one discussion between a manager or supervisor and the employee, with the goal of addressing any issues or concerns related to behaviors, performance, or attendance.** 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 **attendance**, performance and behaviors that align with expected standards as well as coaching to expectations that drive performance; they should be

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**SOME CHANGES INDICATED
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face to face conversations that occur during the shift. The conversation shall take place in an area that ensures privacy and freedom from interruptions. There shall be a demonstrated Coaching session/conversation with employees related to addressing behaviors, performance, and attendance matters. AHS believes in following progressive disciplinary action steps in most situations as applicable and appropriate. These conversations shall MAY be documented to memorialize the conversation at the request of either the manager or employee but WILL NOT be placed in the employee's personnel file. However, when necessary, AHS may deviate from this approach as described in ARTICLE 24 DISCIPLINE WITHOUT PUNISHMENT/NOTICE OF TERMINATION /PERSONNEL FILES AND GRIEVANCE PROCEDURE.

C. Performance Improvement Plan (PIP). When a performance or behavior attendance problem continues, the supervisor may shall schedule a more serious discussion to let the employee know that immediate change is needed. The manager may consider placing the employee on a performance improvement plan. Manager/supervisors may schedule a more serious discussion to let the employee know that immediate change is needed for behavior issues. 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. PIPs are intended to last for no more than three (3) months. The employee and supervisor may agree to extend the PIP for up to a maximum of six (6) months. They Performance Improvement Plans are not meant to last longer than two (2) months sixty (60) days unless the parties agree to extend it up to 90 calendar days ninety (90) days. If a disagreement exists about the creation or successful completion of the PIP, the employee may submit a written rebuttal to be attached to the PIP.

D. ~~Attendance Improvement Plan (AIP) When a problem continues, the manager/supervisor shall schedule a more serious discussion to let the employee know that immediate change is needed. At this point, the matter will be between the employee, the manager/supervisor and union representative. If the employee solves the problem, it goes no further. There is no official record of the AIP in the personnel file. AIPs will require documentation agreed upon by both parties. The employee's attendance will be monitored for up to 60 days not to exceed 60days. Protected leaves and absences will not be counted against the employee. If the issue continues during this period, AHS will follow progressive discipline.~~

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

DRAFT Only
Pending ratification

For SEIU

For AHS

[Signature]

Deanne Mosely 6/26/2024

[Signature]

Keith Fleming

[Signature]

[Signature]

[Signature]

DATE: 6/27/24

DRAFT ONLY - Tentative Agreement
Pending ratification vote by Union members



SOME CHANGES INDICATED BY TEXT/HIGHLIGHTS IN COLOR

SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 6/5/2024

The following proposal applies to the General Unit Chapter MOU.

SEIU 1021 Counter Proposal to #39 Patient Services Representative and Eligibility Clerk

Clean-Up:

Upon ratification the title "Ambulatory Patient Services Representative" and "Ambulatory Patient Services Representative SAN" located in Appendix B (Page 89) shall be changed to "Patient Services Representative-Ambulatory" and "Patient Services Representative-Ambulatory SAN" respective, and shall be listed with the rest of the Patient Services Representative series located in Appendix B (Page 94)

Career Ladder:

In order to encourage recruitment and retention, upon ratification within 60 days of ratification the employer will form a group consisting of leadership, union, Eligibility Clerks and Patient Services Representatives to discuss the path forward for job title and requirements as well as adding the position(s) to the flex program institute a flex-promo program for the Patients Services Representative and Eligibility Clerk job series/classifications. No changes shall be made unless by mutual agreement.

Upon 6 (six) months of service in the "~~Patient Services Representative~~" and/or "~~Eligibility Clerk I~~" position the employee shall be moved into the "~~Patient Services Representative II~~" and/or "~~Eligibility Clerk II~~" classification and the corresponding pay scale.

The "~~Eligibility Clerk~~" Series shall be created.

There shall be no distinction between ambulatory and non-ambulatory.

Within 30 (thirty) days of ratification, the employer and the Union shall meet to determine proper series placement of existing employees.

For SEIU

For AHS

BMM
6/7/24

6/7/24

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**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

The following proposal applies to the General Unit Chapter MOU and the San Leandro Hospital Chapter MOU.

Proposal #40 EVS Custodial Routes

New Language:

All EVS work, including work performed by SANs, shall be performed in a current bid upon area/duties. In the event a bid upon area/duty is not filled for a shift due to staffing, PTO, or leave, AHS shall follow all relevant sections of this MOU, including but not limited to Article 7 and Article 16, to fill the shift. SANs may be placed in any bid area, and once placed shall be subject to the provisions of this article for that shift.

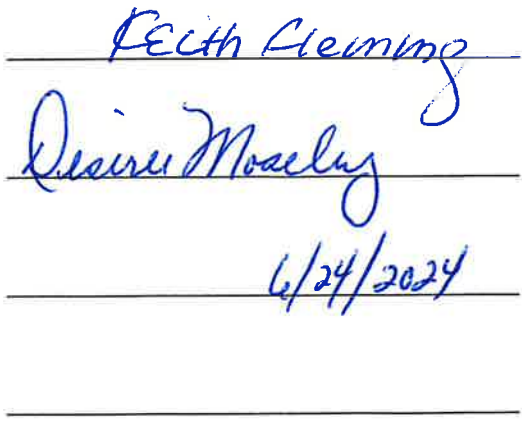
In the event AHS is unable to fill the vacant shift based on relevant sections of this MOU, AHS may assign an EVS employee to perform work outside of their bid upon area/duties. Out of area duties shall be assigned based on inverse seniority. The supervisor shall, in writing, assign the EVS employee to perform work outside of their bid upon area/duties. This document shall include the specific out of area tasks to be performed, and the expected duration of the assignment. The impacted EVS worker shall be provided a copy of the written documentation and the EVS department shall maintain a log of all out of area/duty assignments.

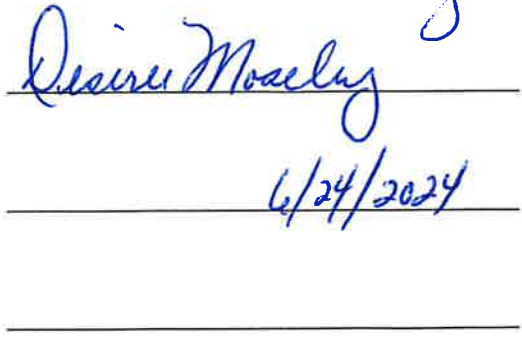
Under no circumstances shall EVS employees shall not be disciplined for refusing out of bid area assignments or for work performance issues during shifts where out-of-area work is performed solely based on issues stemming from them being moved. They will still be held accountable for normal work standards.

For SEIU

For AHS







6/24/2024

6/24/2024

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SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 6/13/2024

The following proposal applies to the General Unit Chapter MOU

Proposal #41 Pay Differential for Infusion Technicians

New sideletter subsection

Section 15.4. Special Performance Pay

Pharmacy Technicians will be paid 5% differential for the entire shift whenever scheduled as 7C or 930C for preparing Chemotherapy/Biotherapy to align with the Tele RN's differential who administer our preparations.

Within thirty (30) days of the ratification of this agreement, AHS and the Union shall commence the meet and confer process in order to update the job description and duties of the pharmacy technician class with the specific goal of increasing pay for pharmacy technicians who, whenever scheduled as 7C or 930C, prepare Chemotherapy/Biotherapy.

Once completed, any wage increase, premium, or differential agreed upon shall be retroactive to the ratification date of this agreement, provided the pharmacy technician was performing the tasks during the meet and confer process.

For SEIU

For AHS

[Handwritten signatures for SEIU]

[Handwritten signatures for AHS: Keith Fleming, Desiree Maselug]

Date 6/14/2024

Date 6/14/2024

SOME CHANGES INDICATED BY TEXT/HIGHLIGHTS IN COLOR

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**SOME CHANGES INDICATED
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The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

General Chapter

186. AHS Required Course. If AHS requires an employee to attend an educational training program or in-service, the employee shall be paid at their straight time hourly rate for the period of their attendance with a minimum of one (1) hour's pay. Such time shall be counted as work time and shall not be charged against an employee's annual Education Leave. Required training shall occur during employees regularly scheduled shifts. AHS will release employees from all other work duties for the time it takes to complete required training. Employees may opt to complete required trainings outside of regularly scheduled shifts by mutual agreement with management **in advance**. **Any required trainings completed outside of regular shifts shall be ~~be done on work time~~, paid at straight time based on the published amount of time for the course designated by the employer.**

187. Leave for Participating in a Literacy Program. Any employee accepted into a workplace literacy program as a learner or a participant shall be permitted up to twenty-five (25) hours in a twelve (12) month period of paid educational leave with pay to the extent that such courses of instruction are provided during the employee's on-duty hours.

188. Training and Certification for Blood Drawing. Should a department within the AHS elect to assign an employee the task of drawing blood, AHS will provide training and certification to the assigned employee if they are not currently certified to draw blood. Such training will be provided on AHS time. If such assignment is not part of the employee's job specification, the Union and AHS will meet and confer regarding the job specification prior to the assignment.

189. PM and Night Shift Employees. When AHS requires an employee to attend a class of four (4) hours or more during what would be the employee's normally scheduled time off, AHS will schedule the employee off either the full shift before or after. AHS will not change the work schedule if the class is fewer than four (4) hours.

Registered Nurse

12.2.5 AHS Required Course.

- A. If AHS requires an employee to attend an educational training program or in-service, such time shall be counted as work time with a minimum of one (1) hour's pay and shall not be charged against an employee's annual Education Leave. American Heart Association courses required by AHS may be taken at any approved AHA education provider, in Northern California, if there is no AHS course available to the employee during the employee's regular work shift. Reimbursement and in-service leave will be used for required courses instead of education leave.

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- B. AHS will notify the employee of the scheduled training time and the hours scheduled for the training or in-service. Required training shall occur during employees regularly scheduled shifts. AHS will release employees from all other work duties for the time it takes to complete required training. Employees may opt to complete required trainings outside of regularly scheduled shifts by mutual agreement with management **in advance**. Any required trainings completed outside of regular shifts shall be ~~be done on work time~~, paid at straight time based on the published amount of time for the course designated by the employer.
- C. PM and Night Shift Employees. When AHS requires an employee to attend a class of four (4) hours or more outside of the employee's normal work hours, AHS will schedule the employee off either the shift before or after. AHS will not change the work schedule if the class is fewer than four (4) hours

San Leandro Hospital

ARTICLE 14. EDUCATIONAL LEAVE & CONTINUING EDUCATION

C. AHS Required Course.

- A. If AHS requires an employee to attend an educational training program or in-service, the employee shall be paid at their straight time hourly rate for the period of their attendance with a minimum of one (1) hour's pay. Such time shall be counted as work time and shall not be charged against an employee's annual Education Leave. Required training shall occur during employees regularly scheduled shifts. AHS will release employees from all other work duties for the time it takes to complete required training. Employees may opt to complete required trainings outside of regularly scheduled shifts by mutual agreement with management **in advance**. Any required trainings completed outside of regular shifts shall be ~~done on work time~~, paid at straight time based on the published amount of time for the course designated by the employer.

For the Union:

For AHS:

[Handwritten signatures and dates for the Union:]

John Pearson 5/10/24
Sundula 5/16/24
Shelida 5/06/24

[Handwritten signatures and dates for AHS:]
Beth Fleming 5/16/24
Cecilia Masely 5/16/2024

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

Alameda Health System/SEIU1021
2024 Successor Bargaining
AHS Counter Proposal #U43 Staffing and Vacancies
Date offered: 06/26/2024

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

Proposal #43 Staffing and Vacancies

New Section

It is the responsibility of AHS to provide adequate staffing for all classifications/departments within the System.

Within 120 days of ratification of this agreement, AHS shall provide SEIU 1021 with the number of Employees that would constitute 0% budgeted vacancies for each represented classification and department. AHS shall also provide SEIU 1021 with all the analysis and underlying data used to develop the staffing numbers.

Budgeted vacancies shall be defined as the list of all vacant full-time positions and vacant permanent positions as of the effective date of this agreement. No positions may be frozen or deleted in order to reduce the number of budgeted vacancies targeted for hiring under this agreement except by mutual consent. All full-time permanent positions shall be staffed with full-time permanent employees and all part-time positions shall be staffed with permanent part-time employees.

Once established ~~on July 1st~~, AHS shall provide the Union a ~~monthly~~ quarterly update, no later than the 7th of each month, beginning October 2024 of budgeted and filled positions by classification and department.

~~For any classification/department with a vacancy rate in excess of 5%, AHS agrees to a wage reopener to commence within 10 work days of the request for the purpose of implementing equity adjustments and/or other economic enhancements to address recruitment and retention problems. All equity adjustments and/or other economic enhancements agreed to through the meet and confer process shall be applied to all existing and future employees as of the effective date.~~

~~In addition, upon request of the Union, AHS agrees to meet and confer over changes to the recruitment process in order to expedite hiring.~~

for SEIU

FOR AHS

Geeth Fleming

Desiree Masley 6/24/2024

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Alameda Health System/SEIU1021
2024 Bargaining
AHS Counter Proposal AHS #45 PTO for Family Members
Date offered: 6/17/2024

The following proposal applies to the General Chapter MOU. The Registered Nurse MOU and the San Leandro Hospital Chapter MOU already do not have this restriction

Proposal #45 PTO for Family Members

General Chapter

154. Use of Paid Time Off for Sick Family Members. Emergency Leave — ~~Sickness in Immediate Family. A leave of absence with pay because of sickness or injury in the immediate family of a person in AHS service shall be granted by the Department Head for up to ten (10) days per calendar year.~~ for up to 12 days per calendar year to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments ~~but not to exceed the amount of time which the person would be authorized for Paid Time Off in this Article.~~ Time taken for leave of absence under the provisions of this Paragraph shall be deducted from the PTO leave allowable for such person. For the purpose of this Paragraph, "immediate family" means, mother, stepmother, father, stepfather, husband, wife, domestic partner son, step-son, daughter, step-daughter, grandmother, grandfather, foster parent, foster child, mother-in-law, father-in-law, or any other person sharing the relationship in loco parentis or any other relative for whom the employee is the verifiable legal guardian or is the verifiable legal guardian of the employee; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law. There shall be no limitation on the number of PTO hours available for Paid Time Off for Sick Family Members.

Registered Nurse

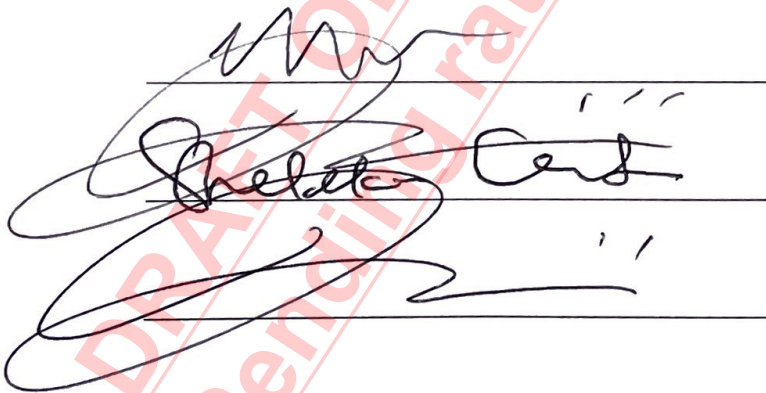
The RN contract already does not contain a provision limiting the number of days of PTO that can be used for a family member.

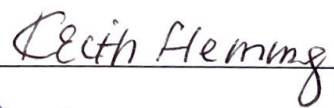
San Leandro Hospital

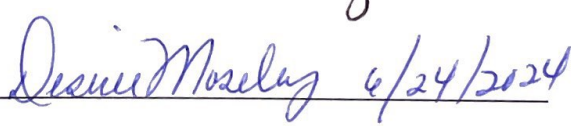
The San Leandro Hospital contract already does not contain a provision limiting the number of days of PTO that can be used for a family member.

For SEIU

FOR AHS







6/26/24

6/26/24



**SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 5/24/2024**

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

SEIU Counter Proposal to #46 Investigatory Leave

General Chapter

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

(new subsection)

Investigatory Leave. AHS may place an employee on Paid Investigatory Leave (PIL) without prior notice in order to review or investigate allegations of misconduct or alleged Violations of AHS Policies and Procedures, which warrants relieving the employee immediately from all work duties and removing the employee from the premises. The Paid Investigatory Leave must be confirmed in writing to the employee and the Union. The confirmation must include the reason(s) for, and the expected duration of the leave. Regular Employees placed on PIL will be paid at their regular rate of pay including all differentials they would normally be entitled to. SAN employees placed on PIL will be compensated for all shifts the employee has confirmed to work on the schedule at the time PIL started **and then their average hours worked per pay period in the preceding 6 months.**

AHS will make every effort to conclude the investigation within 45 days. AHS agrees to notify the union if the investigation exceeds 45 days. An employee on PIL for allegations pertaining to patient safety, harassment, employee safety or gross misconduct will remain on PIL until the investigation has concluded and a determination has been made.

AHS will provide a report of all employees in the bargaining unit that are on Paid Investigatory Leave (PIL) to the union every **90 thirty (30)** days upon request. The report will include employee names, reason for the PIL, the start date of the PIL and the anticipated duration of the leave.

AHS shall maintain a list of all bargaining unit members who are on Paid Investigatory Leave (PIL). The list shall include the name of the employee, the date they were placed on PIL, the reason the employee was placed on PIL, the expected duration of the PIL, and the current status of all investigations into the reason the employee remains on PIL. This list shall be updated weekly by Labor Relations. The updated list shall be provided to all SEIU 1021 field representatives assigned to AHS, to the AHS SEIU 1021 Chief Stewards, and to the AHS SEIU 1021 Chapter Board.



**SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 5/24/2024**

The initial time frame shall not last longer than 45 days unless extended by mutual agreement of the Union and AHS. If the employer does not produce discipline or resolve the investigation within 45 days or the agreed upon time, the employee shall be returned to work.

SAN employees on administrative leave shall be paid their remaining scheduled shifts and then their average hours worked per period in the preceding 6 months.

Registered Nurse

- **23.2.4 Investigatory Leave.** AHS may place an employee on paid investigatory leave (PIL) without prior notice in order to review or investigate allegations of misconduct, or alleged Violations of AHS Policies and Procedures which warrants relieving the employee immediately from all work duties and removing the employee from the premises. The Paid investigatory leave must be confirmed in writing to the employee and the Union. The confirmation must include the reason(s) for and the expected duration of the leave. Regular Employees placed on PIL will be paid at their regular rate of pay including all differentials they would normally be entitled to. SAN employees placed on PIL will be compensated for all shifts the employee has confirmed to work on the schedule at the time PIL started and then their average hours worked per pay period in the preceding 6 months.

AHS will make every effort to conclude the investigation within 45 days. AHS agrees to notify the union if the investigation exceeds 45 days. An employee on PIL for allegations pertaining to patient safety, harassment, employee safety or gross misconduct will remain on PIL until the investigation has concluded and a determination has been made.

AHS will provide a report of all employees in the bargaining unit that are on Paid Investigatory Leave (PIL) to the union every 90-thirty (30) days upon request. The report will include employee names, reason for the PIL, the start date of the PIL and the anticipated duration of the leave.

AHS shall maintain a list of all bargaining unit members who are on Paid Investigatory Leave (PIL). The list shall include the name of the employee, the date they were placed on PIL, the reason the employee was placed on PIL, the expected duration of the PIL, and the current status of all investigations into the reason the employee remains on PIL. This list shall be updated weekly by Labor Relations. The updated list shall be provided to all SEIU 1021 field representatives assigned to AHS, to the AHS SEIU 1021 Chief Stewards, and to the AHS SEIU 1021 Chapter Board.



**SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 5/24/2024**

The initial time frame shall not last longer than 45 days unless extended by mutual agreement of the Union and AHS. If the employer does not produce discipline or resolve the investigation within 45 days or the agreed upon time, the employee shall be returned to work.

SAN employees on administrative leave shall be paid their remaining scheduled shifts and then their average hours worked per period in the preceding 6 months.

San Leandro Hospital

ARTICLE 24. DISCIPLINE WITHOUT PUNISHMENT /NOTICE OF TERMINATION /PERSONNEL FILES

(new subsection)

Investigatory Leave. AHS may place an employee on Paid Investigatory Leave (PIL) without prior notice in order to review or investigate allegations of misconduct or alleged Violations of AHS Policies and Procedures, which warrants relieving the employee immediately from all work duties and removing the employee from the premises. The Paid Investigatory Leave must be confirmed in writing to the employee and the Union. The confirmation must include the reason(s) for, and the expected duration of the leave. Regular Employees placed on PIL will be paid at their regular rate of pay including all differentials they would normally be entitled to. SAN employees placed on PIL will be compensated for all shifts the employee has confirmed to work on the schedule at the time PIL started and then their average hours worked per pay period in the preceding 6 months.

AHS will make every effort to conclude the investigation within 45 days. AHS agrees to notify the union if the investigation exceeds 45 days. An employee on PIL for allegations pertaining to patient safety, harassment, employee safety or gross misconduct will remain on PIL until the investigation has concluded and a determination has been made.

AHS will provide a report of all employees in the bargaining unit that are on Paid Investigatory Leave (PIL) to the union every 90-thirty (30) days upon request. The report will include employee names, reason for the PIL, the start date of the PIL and the anticipated duration of the leave.

AHS shall maintain a list of all bargaining unit members who are on Paid Investigatory Leave (PIL). The list shall include the name of the employee, the date they were placed on PIL, the reason the employee was placed on PIL, the expected duration of the PIL, and the current status of all investigations into the reason the employee remains on PIL. This list shall be updated weekly by Labor Relations. The updated



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list shall be provided to all SEIU 1021 field representatives assigned to AHS, to the AHS SEIU 1021 Chief Stewards, and to the AHS SEIU 1021 Chapter Board.

The initial time frame shall not last longer than 45 days unless extended by mutual agreement of the Union and AHS. If the employer does not produce discipline or resolve the investigation within 45 days or the agreed upon time, the employee shall be returned to work.

SAN employees on administrative leave shall be paid their remaining scheduled shifts and then their average hours worked per period in the preceding 6 months.

For SEIU

[Signature]

[Signature] 5/29/24

[Signature]

[Signature]

[Signature]

For AHS

[Signature]

[Signature] 5/29/2024

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SEIU Local 1021 Alameda Health System Bargaining Team
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The following proposal applies to the Registered Nurse Chapter MOU, General Chapter MOU, and San Leandro Hospital MOU.

Proposal #48 Appointment Time

(new subsection)

General Chapter

ARTICLE 6. QUALITY PATIENT CARE

(new subsection)

Extended Appointment Duration: All outpatient appointments requiring interpreter services are allocated double the standard duration allotted to that type of appointment. shall be allocated adequate additional time based on patient needs as assessed by the healthcare worker. ~~on the interpreters' needs.~~

Registered Nurse

ARTICLE 5. QUALITY PATIENT CARE

(new subsection)

Extended Appointment Duration: All outpatient appointments requiring interpreter services are allocated double the standard duration allotted to that type of appointment. shall be allocated adequate additional time based on patient needs as assessed by the provider ~~on the interpreters' needs.~~

San Leandro Hospital MOU

ARTICLE 26. JOINT COMMITTEES

Quality Patient Care

(new subsection)

Extended Appointment Duration: All outpatient appointments requiring interpreter services are allocated double the standard duration allotted to that type of appointment. shall be allocated adequate additional time based on patient needs as assessed by the healthcare worker ~~on the interpreters' needs.~~

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Employer Package Proposal – 6/14/2024

The below is a comprehensive package proposal it must be accepted in its entirety, or it will be deemed rejected. With respect to the following, this proposal is offered as a package contingent upon the union accepting it and agreeing to withdraw the below identified proposals.

The following proposal applies to the General Unit Chapter MOU and the San Leandro Hospital Chapter MOU.

Proposal #49 Equity and Classification Adjustments

New Sideletter

1. The pay scale for Pharmacy Technicians is below industry standards, resulting in poor retention within AHS. Upon ratification, the pay rates at HGH for Pharmacy Technicians will increase by ~~5%~~ 4% effective pay period that includes July 1, 2024, to match industry standards.
2. Pay rates for Care Management Social Workers and Clinical Social Workers in the General Unit will match the corresponding step rate for CN II Care Management in the RN contract. Care Management Social Workers and Clinical Social Workers are below industry standards, resulting in poor retention within AHS. Upon ratification, the pay rates for Care Management Social Workers and Clinical Social Workers will increase by 10% to match industry standards. The increase will be 5% effective on the pay period that includes July 1, 2024, and 5% Effective pay with the period that includes July 1, 2025.
3. The pay scale for Cardiac Sonographers are below industry standard, resulting in poor retention within AHS. Upon ratification, the pay rates of all classifications of Cardiac Sonographers will increase by ~~20%~~ 15% to match industry standard, ~~with 2 additional pay steps for Cardiac Sonographers I & II.~~ The increase will be 7.5% effective on the pay period that includes July 1, 2024, and 7.5% Effective pay with the period that includes July 1, 2025.
4. The pay scale for Lactation Consultants are below industry standard, resulting in poor retention within AHS. Upon ratification, the pay rates of all classifications of Lactation Consultants will increase to ~~5%~~ 10% to match industry standard. The increase will be effective with the pay period that includes July 1, 2024
5. Morgue Attendant is below industry standard. Upon ratification, the pay rates of all classifications of Morgue Attendant will increase to ~~45%~~ 10% to match industry standard. . The increase will be effective with the pay period that includes July 1, 2024

6. ~~The pay scale of Central Sterile Processing Tech is below industry standard. Upon ratification, the pay rates of all classifications of Central Sterile Processing Tech will increase to 15% to match industry standard.~~
7. The pay scale for Radiologic Technologists are below industry standard, resulting in poor retention within AHS. Upon ratification, the pay rates of all classifications of Radiologic Technologists will increase to 15% over the merging pay scale to match industry standard with the Level 1 hospital trauma pay. The increase will be 7.5% effective on the pay period that includes July 1, 2024, and 7.5% Effective pay with the period that includes July 1, 2025.
8. The pay scale for Certified Radiologic Technologist Invasive Specialists are below industry standard, resulting in poor retention within AHS. Upon ratification, the pay rates of all classifications of Certified Radiologic Technologist Invasive Specialists will increase to ~~7.5%~~ 5% over the merging pay scale to match industry standard with the Level 1 hospital trauma pay. The increase will be effective with the pay period that includes July 1, 2024
9. ~~Any Radiologic Technologist who obtains an (1) additional license for any modality in addition to their Radiologic Technologist license (ARRT) and their California Fluoroscopy license, shall be moved into the next higher classification in the series upon evidence and verification of such certification. Additional modalities include: Computed Tomography (ARRT), Magnetic Resonance Imaging (ARRT), Mammography (ARRT), Sonography (ARDMS), Nuclear Medicine (NMT), Venipuncture OR Picture Archiving Communication System (PACS).~~
AHS agrees to meet and confer to review the manner in which the radiology positions flex into higher classifications within 30 days of ratification of this MOU.

~~If any employee has already obtained any additional above licensure, that employee shall immediately be advanced into the next higher classification within the series.~~
10. The pay scale of Psychiatric Social Workers is below industry standard. Upon ratification, the pay rates of all classifications of Psychiatric Social Workers will increase to ~~42%~~ 10% to match industry standard. The increase will be 5% effective on the pay period that includes July 1, 2024, and 5% Effective pay with the period that includes July 1, 2025.
11. 5% @
12. The pay scale of Clinical Laboratory Scientist III is below industry standard. Upon ratification, the pay rates of all classifications of Clinical Laboratory Scientist III will increased by 15% to match industry standard. The increase will be 7.5% effective on the pay period that includes July 1, 2024, and 7.5% Effective pay with the period that includes July 1, 2025.
13. The pay scale of the Laboratory Assistant classification series is below industry standard. Upon ratification, the pay rates of Laboratory Assistant classification series will increased by ~~15%~~ 10% to match industry standard. The increase will be 5% effective on the pay

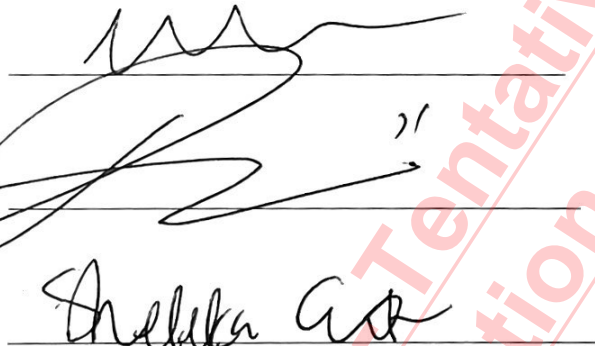
period that includes July 1, 2024, and 5% Effective pay with the period that includes July 1, 2025.

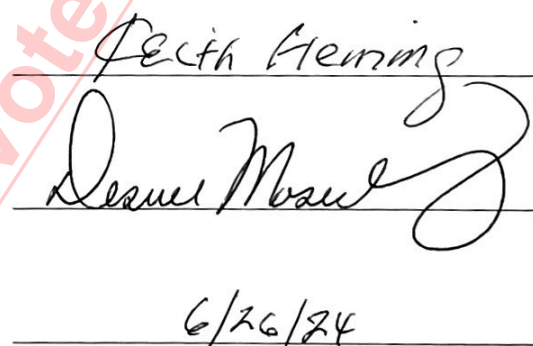
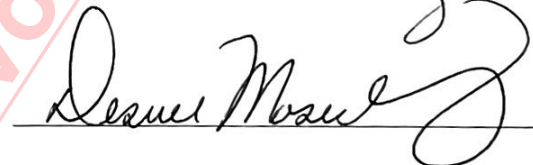
14. The pay scale of all Respiratory Therapist classifications is below industry standard for Level 1 Trauma Centers. Upon ratification, the pay rates for all Respiratory Therapist classifications will be increased by 12% to match industry standard. The pay scale and job descriptions for Respiratory Classifications will be reviewed and agreed upon through the meet and confer process outside of MOU negotiations.

The union agrees to withdraw ~~U-8 overtime, U-12 Longevity, U-12a SAN Longevity, U-14 Ed Fund~~

For SEIU

For AHS


Shelba Galt


Felth Fleming

Deshae Moore
6/26/24

6/26/24

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The following proposal applies to the General Unit Chapter MOU and the San Leandro Hospital Chapter MOU.

Proposal #50 Internal Pay Parity

New Sideletter

Upon ratification of the contract, AHS will align the following Highland classifications with internal parity of the listed pay scales of San Leandro Hospital and Alameda Hospital. No worker shall suffer a loss in pay as a result of any alignment.

Internal Pay Parity

1. Imaging Aide (FT/PT) classification pay at HGH will match with the pay scale of AHD X-R AIDE (FT/PT) will receive an increase of 10%. . The increase will be 5% effective on the pay period that includes July 1, 2024, and 5% Effective pay with the period that includes July 1, 2025.
1. Radiologic Technologist I (FT/PT) and Radiologic Technologist II (FT/PT) classification pay at HGH will match with the pay scale of SLH Radiologic Technologist, Single Modality (FT/PT).
2. Radiologic Technologist III (FT/PT) classification pay at HGH will match the pay scale of SLH Radiologic Technologist, Multi-Modality (FT/PT).
3. Radiologic Technologist I (SAN) and Radiologic Technologist II (SAN) classification pay at HGH will match with the pay scale of SLH Radiologic Technologist, Single Modality (Per Diem)
4. Radiologic Technologist III (SAN) and Radiologic Technologist IV (SAN) classification pay at HGH will match with the pay scale of SLH Radiologic Technologist, Multi-Modality (Per Diem).
5. AHS agrees to consolidate all Respiratory Therapist classifications into one group, Respiratory Care Practitioner I, II, III as outlined in SLH.
 - 2.1 RCP I – Introductory Therapist – Orienting to one or more areas (ICU, ER, NICU, Floors) *RCP I will continue at previous RRT wage*
 - 2.2 RCP II – Journey level therapist – Signed off by peer leads in all said areas. (Not management.) *Proposed raise will create a new RCP II classification*
 - 2.3. RCP III – Lead Therapist – Align to match industry standards (San Leandro Hospital) *RCP III will be 5% differential over RCP II wage*
 - Step 6 – \$68.02
 - Step 7 – \$71.00 *Not in SLH but based on step progression*
6. Central Sterile Processing Tech (FT/PT/SAN) classification pay at HGH will match the pay scale of AHD Central Sterile Proc Technician (FT/PT/SAN).
7. Surgical Technician (FT/PT) classification pay at HGH will match the pay scale of SLH Tech-OR (FT/PT).
8. Surgical Technician (SAN) classification pay at HGH will match the pay scale of SLH Tech-OR (SAN).
9. Lead Surgical Technician (FT/PT) classification pay at HGH will match the pay scale of AHD Lead Surgical Tech (FT/PT).
10. Lead Anesthesia Technician (FT/PT) classification pay at HGH will match the pay scale AHD Sr. Anesthesia Technician (FT/PT).

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11. Pay rates for employees in classifications of Audiologist, Occupational Therapist, & Speech Language Pathologist in the GU & San Leandro contracts will be increased to match the corresponding step rate for Physical Therapist.
12. HGH Pharmacy Technicians will receive the following step additions to align with SLH; add Step 7, add Step 8, add Step 9.
13. Material Handler at SLH will match with Material Management Tech (flex position) at HGH.

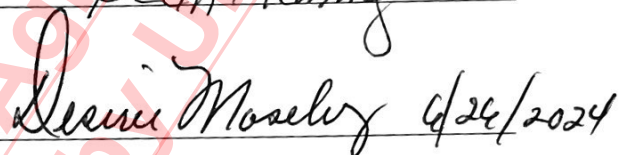
For SEIU

For AHS









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Pending ratification vote by Union members

Alameda Health System/SEIU 1021
2024 Bargaining
AHS Counter Proposal #U51 Specialty Certification Pay
Date Offered 06/26/2024

The following proposal applies to the Registered Nurse Chapter MOU.

Proposal #51 Specialty Certification Pay

ARTICLE 15 PREMIUM PAY PROVISIONS

(new subsection)

Effective January 1, 2025 employees who acquire certification in their area of specialty shall receive additional compensation of ~~10%~~ 3% above the current salary. Employees shall continue to be compensated at this increased salary rate as long as they maintain the certification. The date upon which an employee presents proof of certification shall be the effective date of increased compensation. The employee will be responsible for submitting their renewal to continue the 3% additional pay. Employees with more than one specialty certification shall receive the differential for up to two certifications (20%).

Upon ratification of the MOU AHS nursing leadership and SEIU shall meet to develop a mutually agreed-upon list of certifications that qualify as well as a tracking system to maintain active certifications.

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

AHS shall also reimburse employees for the cost of initial application and examination fees that result in the employee being certified in a clinical specialty provided the following conditions are met:

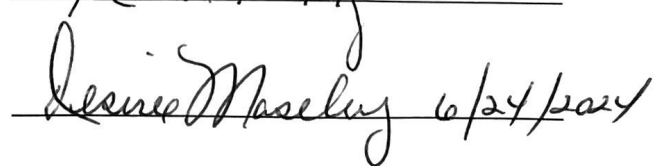
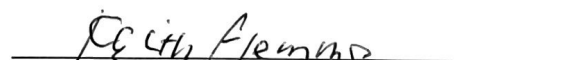
1. The certification is clinically relevant to the area of clinical speciality and will enhance the knowledge base and skill in providing expert patient care.
2. The certification is issued by a nationally-recognized nursing professional organization.

Upon successful completion of the re-certification process, the employer will reimburse the employee for the fees associated with the renewal of the certification.

For SEIU



For AHS



6/26/2024

General Chapter

ARTICLE 24. SERVICES AS NEEDED EMPLOYEES AND FLOAT POOLS

(new subsection)

Rollover of sick time for SAN Employees transitioning to Regular Status—All leave hours accrued as a SAN employee shall be maintained and rolled over into Extended Sick Leave (ESL) PTO when converting to a part-time or full-time position, commencing on the first day in regular status.

Registered Nurse

ARTICLE 16 SERVICES AS NEEDED (SAN) EMPLOYEES

(new subsection)

Rollover of sick time for SAN Employees transitioning to Regular Status—All leave hours accrued as a SAN employee shall be maintained and rolled over into Extended Sick Leave PTO when converting to a part-time or full-time position, commencing on the first day in regular status.

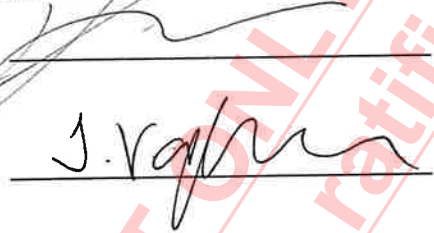
San Leandro Hospital

ARTICLE 11. HOURS OF WORK

(new subsection)

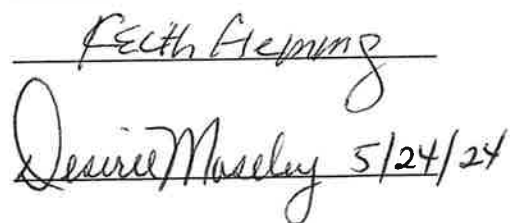
1.3. Rollover of sick time for SAN Employees transitioning to Regular Status—All leave hours accrued as a SAN employee shall be maintained and rolled over into Extended Sick Leave PTO when converting to a part-time or full-time position, commencing on the first day in regular status.

For SEIU



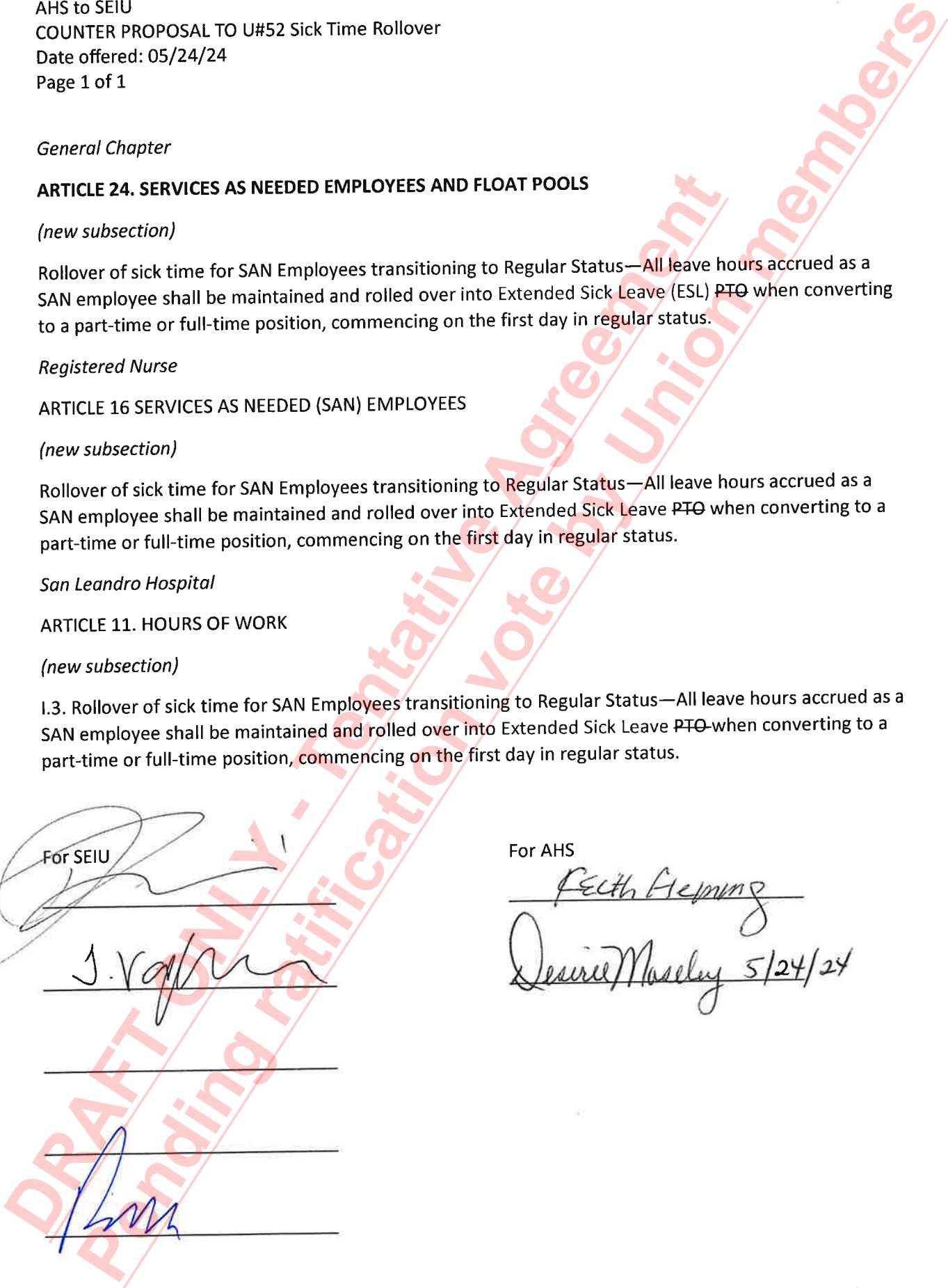
J. V. [unclear]

For AHS



Faith Fleming

Desiree Maselby 5/24/24





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The following proposal applies to the Registered Nurse Chapter MOU.

Proposal #54 SAN schedule up to 40 hours before travelers

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

For the Union

[Handwritten signature]

Negotiator

For AHS

Reith Fleming

[Handwritten signature]
JOHN PEARSON

RN Chapter

[Handwritten signature]
Veronica Palacios
Chapter president

Olyses S. Madison

4/12/24

Date

4/12/24

Date

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The following proposal applies to the Registered Nurse Chapter MOU


Proposal #57 Scheduling Work on Holidays

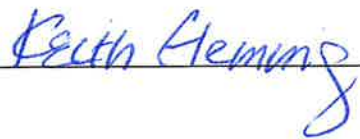
7.10 Scheduling Work on Holidays.

When AHS determines that it will be necessary to fill a position on a holiday, the incumbent employee shall be offered such work before it is offered to another employee, provided that the holiday occurs on the incumbent employee's regular workday. For self-scheduling units, holidays shall be offered based on seniority. If the employee chooses to work the holiday, they shall receive an in-lieu day off in conjunction with their regularly scheduled day(s) off within twenty-six (26) pay periods to be scheduled by mutual agreement of the employee and the CNE/Department Manager or designee or by mutual agreement of the employee and CNE/Department Manager or designee the employee may be compensated at straight time including applicable differentials. Should an in-lieu day off not be taken within twenty-six (26) pay periods, the employee shall be compensated at straight time including applicable differentials.

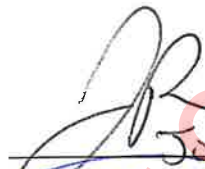
For the Union

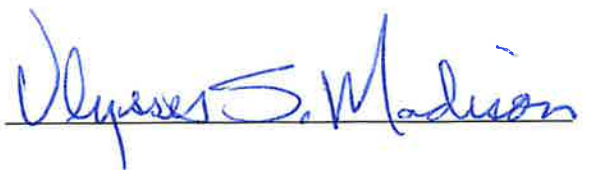
For AHS

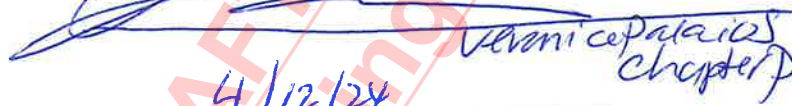




Negotiator


JOHN PEARSON RN


Olyses S. Madison


Veronica Palacios
Chapter President

Date

4/12/24

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Pending ratification vote by union members

TA 4/17/2024



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The following proposal applies to the San Leandro Hospital Chapter MOU


Proposal #58 Incompetence

ARTICLE 24. DISCIPLINE WITHOUT PUNISHMENT / NOTICE OF TERMINATION / PERSONNEL FILES

A.1.b.ii. Incompetence- not knowing how to do work which is reasonably in the job description. Training or retraining should be offered initially. Because progressive discipline does not make an employee competent, disciplinary steps may have to be skipped should retraining prove ineffective.

For SEIU 1021

For AHS



Jim Simon - SEIU VP



Felth Fleming



Veronica Felacios
Chapter President



Denise Masieles

4/17/24

Date



Denise Masieles

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The following proposal applies to the San Leandro Hospital Chapter MOU

Proposal #59 Additional Leaves (SLH)

Article 10

ARTICLE 10. FMLA AND ADDITIONAL LEAVES

Leaves of Absence

Leaves of absence shall be provided as described within this article and AHS policy, unless Federal, State, or local law provides a greater benefit, in which case AHS will provide the greater benefit.

Application for a leave of absence shall be made in writing by an employee requesting leave and the leave of absence, if granted, will be approved in writing. Authorized leave of absence for any purpose shall not affect previously accumulated paid time off or tenure. An Employee on leave of absence will continue to accrue PTO as long as there is a balance in the Employee's PTO account and as long as they are in pay status. Unless otherwise required by law, an Employee's anniversary date will not be adjusted for AHS authorized leaves of one year or less.

A. Medical Leave

Medical leaves of absence shall be granted in accordance with AHS policy and applicable law.

B. Return from Leave

1. When an Employee returns from an approved medical, maternity or family or Union leave of absence not exceeding six months total time, or an approved personal leave, including discretionary and additional leaves, not exceeding ninety days total time, in compliance with the approved terms of the leave, such Employee shall be assigned to the same classification, position, unit and shift the Employee held before the leave.
2. If the approved medical, maternity or family leave is in excess of six months total time and the Employee returns in compliance with the approved terms of the leave, AHS will use their best efforts to, and will not unreasonably deny, return of the Employee to the same classification, position, unit and shift the Employee held before the leave unless

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otherwise required by law. Such employees shall have preference on posted SEIU positions if they qualify for the job.

3. The procedures for an Employee to obtain clearance for return to work from an approved medically related leave of absence shall comply with applicable law. Such procedures may include, where allowed by law, clearance to return to work by AHS's medical provider. AHS will notify the Employee in writing of such a referral for clearance to return to work.

C. Maternity Leave

Maternity leave of up to six (6) months shall be granted to Employees with one (1) or more years' service. This leave may be extended in particular cases up to an additional six (6) months upon mutual agreement between AHS and the Employee, and AHS will not unreasonably withhold its agreement. Unless so extended, the Employee shall return to work no later than three (3) months after delivery, unless they are prevented from doing so by physical disability.

D. Family Care Leave

1. AHS shall grant up to twelve (12) work weeks per year of unpaid leave, as required by the federal Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"), to regular and Services-as-Needed Employees who have completed one year of service during which they have worked at least one thousand two hundred fifty (1,250) hours, for the birth or adoption or foster care of a child or for the serious health condition of the Employee or the Employee's child, spouse or parent for whom the Employee is needed to give care. A serious health condition is as defined by the FMLA and CFRA. AHS shall continue to provide the Employee with the group health benefits to which the Employee would have been entitled had they continued to work during the twelve-week period. FMLA/CFRA leave may be granted in increments as required by law and shall be granted in increments of at least one hour for recurring medical treatments, such as chemotherapy or kidney dialysis. There shall be no change in an Employee's anniversary date as a result of taking FMLA/CFRA leave. Where possible, the Employee shall give AHS thirty (30) calendar days advance written notice of the need for FMLA/CFRA leave. An Employee shall make a reasonable effort to schedule leave so as not to unduly interfere



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with AHS's operations. AHS shall require a medical certification as permitted by law for a leave requested for a serious health condition.

2. In the event an Employee has accrued PTO, AHS shall require the Employee to utilize the accumulated PTO for the leave.
- E. **Additional Leave.** Unpaid leave of one week worth of core scheduled shifts per year shall be granted to Employees with one or more years of continuous service, who request such leave. Additional Leave without pay can be granted only when all PTO has been exhausted.
- F. **Leave For Assignment To Special Project.** An AHS employee who is assigned to a special project, including temporary appointments to another governmental agency or institution, may be granted a leave of absence without pay by the Department Head for the duration of said employee's assignment to the special project.
- G. **Disability Leave For Other Employment.** Anything in this Memorandum of Understanding to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties for AHS but who is nevertheless capable of performing other work or duties for an employer other than AHS may, within the discretion of the Department Head, be granted a leave of absence without pay during such disability to accept such employment.
- H. **Personal Disability Leave.** After six months from date of employment, an employee shall be entitled to leaves of absence without pay for not more than two (2) periods aggregating to no more than ninety (90) calendar days within a twelve (12) month period upon presentation of acceptable proof of his/her personal disability. Before such leave, the employee must have used all accrued vacation, paid sick leave or compensatory time, unless the employee is receiving accrued vacation, paid sick leave or compensatory time as a supplement to disability insurance benefits under Section 18.2 of this Memorandum, in which event, the employee shall be entitled to personal disability leave. But the employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two (2) times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-



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day basis. Such leave may be extended by mutual agreement of the employee and the Department Head.

- I. The Department Head may require acceptable proof of the employee's ability to return to work provided that the Department Head shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Department Head shall immediately notify the employee in writing of existing deficiencies in the submitted proof.
- J. **Paternity And Adoptive Leave.** A prospective father or adoptive parent is entitled to paternity or adoptive leave of up to six (6) consecutive months, the dates of which are to be mutually agreed by the employee and the Department Head. Such an employee may elect to take accrued vacation or compensating time off during the period of paternity/adoptive leave except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for paternity/adoptive leave. The use of extended sick leave during paternity/adoptive leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in Article 11, Paragraph 162, PTO and Extended Sick Leave.
- K. **Leave For Participating In Examination Process.** Upon forty-eight (48) hours advance notice by the employee to his/her supervisor, an employee shall be granted time off while participating in an Alameda County examination which is scheduled during the employee's working hours, including sufficient time to permit the employee to travel between the work place and the testing site. At their election, employees may use accrued time (vacation, float holidays) or unpaid time. Examinations for jurisdictions other than the County of Alameda are exempted from this provision.
- L. **Leave For Participating In The Selection Or Transfer Process.** Upon twenty-four (24) hours advance notice by the employee to his/her supervisor, an employee who wishes to participate in an interview as part of an interdepartmental transfer within AHS shall be granted paid leave while participating in the interview scheduled during the employee's work hours, including sufficient time to travel between the workplace and the interview site.



SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations

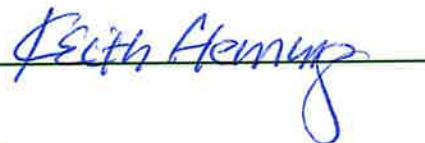
Date: ___/___/2024

- M. Leave For Employment With The Union. Upon written certification from the Union and the agreement of the Department Head, three (3) employees at any one time, provided there is no more than one (1) employee from any one (1) classification or scheduling unit at any one time, who are subject to this Memorandum of Understanding shall be granted a leave of absence without pay for a period of up to six (6) months in a twelve (12) month period to work for Local 1021. At the end of such leave the employee shall be returned to his/her same classification and Department.
- N. Discretionary Leave. Leave may be authorized for longer periods or for other reasons at AHS's discretion

For SEIU

For AHS


Sam Jensen SEIU




Veronica Palacios
chapter president




4/17/2024

Date


Peter Maslach

DRAFT ONLY
Pending ratification vote by Union members



**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

**SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: __/__/2024**

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

Proposal #61 Subcontracting

General Chapter

401. 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.
402. 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.
403. AHS agrees that it will not subcontract bargaining unit work without the agreement of the Union.
404. Notwithstanding the above, AHS can, within reasonable discretion, subcontract out new lines of service that would normally be staffed with bargaining unit titles under the following **two such** subcontracting circumstances:
 - (1) **Contracting out a service where there is a lead time longer than six months. In this case all the positions would be posted and positions would be filled pursuant to Article 27. Those positions that are not filled through that process would be contracted out.**
 - (2) **Contract out a service where the lead time is less than 6 months and there are no available staff. In this case, the positions would be included in the subcontract.**

The six (6) month lead time shall be measured from the time the decision is made to pursue the new line of service by the CEO, or their designee, or the Board of Trustees. **Notice shall be provided to the assigned Union staff (Field Representatives and Field Supervisor) and the SEIU 1021 AHS Chapter Board. Said notice shall include all bargaining unit classifications impacted and justification for the proposed subcontracting.** If the Union does not respond within fourteen (14) days of notification, the failure to respond shall be understood as a waiver of its right to contest the subcontracting. If the Union does respond within the 14 day period, the parties will meet for up to **sixty (60)** calendar days from the date of the Union's response to discuss the issues. AHS may move forward with the subcontract after the **sixty (60)** day period and if the Union contends that AHS violated this Article above, that alleged violation shall be subject to the grievance and arbitration procedure.

405. The intention to subcontract will be noticed to the union and the contract will last no longer than **two years** from the execution of the contract unless AHS and SEIU agree to an extension.

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**



**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

**SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: __/__/2024**

After **two years**, AHS has the option of discontinuing the service or bringing the service in house and staffing it with bargaining unit employees. Under no circumstance shall any such subcontract result in the layoff of any bargaining unit employees without agreement between AHS and the Union. The Union and AHS shall meet in the Workforce Planning Committee quarterly to review the matter during the **two (2) year** period. The parties will meet concerning reasonable training through the SEIU Education Fund or other reasonable means for employees interested in any new positions created **if** the service is brought in house. Such training shall be offered during the **two (2) year** period in which the service is contracted out. Nothing herein shall preclude AHS from continuing to 76 subcontract such services to the extent they are currently being subcontracted on the effective date of this MOU (August 20, 2000).

Notwithstanding the above, within ninety (90) days of the ratification of this agreement, AHS shall provide the Union with a complete list of all current subcontracted services, including but not limited to the 76 subcontracts mentioned above. AHS shall provide SEIU 1021 with current copies of all subcontract agreements, amounts paid to the subcontractors over the last five (5) fiscal years, and any future amounts already agreed to be paid. **No later than thirty (30) days after receiving copies of all subcontracts, the parties shall initiate the meet and confer process with the intention to develop a timeline to bring all contracted services in house.**

Registered Nurse

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

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

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

Within ninety (90) days of the ratification of this agreement, AHS shall provide the Union with a complete list of all current subcontracted services. AHS shall provide SEIU 1021 with current copies of all subcontract agreements, amounts paid to the subcontractors over the last five (5) fiscal years, any future amounts already agreed to be paid, and the amounts paid for registry/traveler and the number of hours worked by registry/traveler over the last five (5) fiscal years.

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**



**SOME CHANGES INDICATED
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**SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: __/__/2024**

No later than thirty (30) days after receiving copies of all subcontracts, the parties shall initiate the meet and confer process with the intention to develop a timeline to bring all contracted services in house.

San Leandro Hospital

ARTICLE 29. CONTRACTING OUT SERVICES

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.

Notwithstanding the above, AHS can, within reasonable discretion, subcontract out new lines of service that would normally be staffed with bargaining unit titles under the following circumstance:

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

The six (6) month lead time shall be measured from the time the decision is made to pursue the new line of service by the CEO, or their designee, or the Board of Trustees. Notice shall be provided to the assigned Union staff (Field Representatives and Field Supervisor) and the SEIU 1021 Chapter Board. Said notice shall include all bargaining unit classifications impacted and justification for the proposed subcontracting which may be in the form of a proposal submitted by a possible contractor. If the Union does not respond within fourteen (14) days of notification, the failure to respond shall be understood as a waiver of its right to contest the subcontracting. If the Union does respond within the 14 day period, the parties will meet for up to 60 calendar days from the date of the Union's response to discuss the issues. AHS may move forward with the subcontract after the 60 day period and if the Union contends that AHS violated this Article above, that alleged violation shall be subject to the grievance and arbitration procedure.

The intention to subcontract will be noticed to the union and the contract will last no longer than one (1) year from the execution of the contract unless AHS and SEIU agree to an extension. After one (1) year, AHS has the option of discontinuing the service or bringing the service in house and staffing it with bargaining unit employees. Under no circumstance shall any such subcontract result in the layoff of any bargaining unit employees without agreement between AHS and the Union. The Union and AHS shall meet in the Workforce Planning Committee quarterly to review the matter during the one (1) year

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**



**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

**SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: __/__/2024**

period. The parties will meet concerning reasonable training through the SEIU Education Fund or other reasonable means for employees interested in any new positions created for when the service is brought in house. Such training shall be offered during the one (1) year period in which the service is contracted out.

No later than thirty (30) days after receiving copies of all subcontracts, the parties shall initiate the meet and confer process with the intention to develop a timeline to bring all contracted services in house.

Prior to any subcontracting that does not meet the definition of day-to-day operational needs, AHS shall provide a 15-calendar day notice to the Union of the proposal to subcontract. Said notice shall include all bargaining unit classifications impacted and justification for the proposed subcontracting which may be in the form of a proposal submitted by a possible contractor. Upon request of the Union, AHS shall meet with SEIU to meet to:

- A. Review the proposal and answer questions and concerns about the proposal.
- B. Explore how the Union might present a counter proposal that could be presented to the Board of Trustees for consideration and mutually explore other ways to avoid contracting out the service.
- C. Meet and confer over the impact of the contracting out proposal. This meet and confer can be delayed by mutual agreement of the parties until after the Board of Trustees considers and votes on a union counter proposal, or, in the absence of a counter from the Union, the proposed contract
- D. The Union reserves the right to present a position paper to the appropriate committee of the Board of Trustees.

These meetings are to last no longer than 60 calendar days after which the Board of Trustees can make a final decision on contracting out the service.

Notwithstanding the above, within ninety (90) days of the ratification of this agreement, AHS shall provide the Union with a complete list of all current subcontracted services, including but not limited to the 76 subcontracts mentioned above. AHS shall provide SEIU 1021 with current copies of all subcontract agreements, amounts paid to the subcontractors over the last five (5) fiscal years, and any future amounts already agreed to be paid.

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

DRAFT ONLY - Tentative Agreement Vote by Union Members
Pending ratification

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**



**SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations**

Date: 6/13/2024

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

Proposal #64 Climate and Health Proposal

(new section)

With the increasing number of extreme weather events and air quality emergencies due to climate change, it is crucial to address the health and safety concerns faced by patients and staff in these conditions. **AHS is committed to addressing health and safety concerns that arise out of unexpected climate/environment change.** For example, Fairmont Hospital lacks effective climate control during heatwaves, relying on inadequate fans, and Hayward Wellness has experienced unsafe air quality during air quality emergencies. Additionally, AHS's fossil fuel use contributes to these climate-related emergencies, further impacting the health and safety of patients and workers.

To ensure healthy and safe working conditions, **within three (3) months of ratifying this agreement, AHS and the Union shall establish a joint environmental/air quality and emergency committee** to resolve these concerns. **AHS shall form a collaborative committee consisting representatives from management and the Union that meets at least on a bi-monthly basis.** Such discussions

Discussions/Negotiations shall include, **but not be limited to:**

1. Closure of **AHS locations due to extreme climate/environment change and associated effects** ambulatory clinics with pay during **such as poor air quality and high temperatures: If due to environment related concerns associated with air quality or weather temperatures or similarly situated environment concerns, if AHS determines to close certain locations and consequently employees are sent home, AHS will not dock pay or associated benefits for impacted employees.** AHS should close ambulatory clinics when internal Air Quality Index (AQI) of the clinic exceeds 101. Additionally, when the internal temperature of the clinic reaches 87 degrees Fahrenheit, clinics should be closed for the day. Closure should not lead to any docking of pay or benefits for staff. (See [proposed state heat illness prevention standards](#)). (See state [recommendations for protecting indoor workplaces from wildfire smoke](#))
2. Establish **in** "climate pay" for workers in 24-hour facilities: **In AHS hospitals and 24-hour facilities AHS must provide a "climate bonus" of \$500 per day per worker to those staff members who work under extreme temperature or air quality conditions, when AQI inside**

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

AHS comprehensive settlement proposal to SEIU 1021

June 29, 2024 via email 2:07am

UP65/67

UP65: staffing as modified add positions as follows, and to added to Appendix D—staffing matrix accordingly:

Effective no later than Jan 1, 2025:

- +2.1 FTEs tele transport RN (add 1 11am-1130pm M-F)
- +4.2 FTEs triage RN I&D
- +1 CNA per shift to each med/surg 5,6,7,8,9
- +1 ED tech
- +4.2 FTE tele tech

Effective no later than July 1, 2025:

- ~~+2.1 FTE ED RN noe~~
- +1 standby RN each to ED, ICU
- +1 standby CNM

Effective no later than October 1, 2024 AHS agrees to form a staffing committee including AHS Senior Leadership and SEIU 1021 to review staffing in all clinical areas and where needed commence the meet and confer process to enhance staffing.

The following proposal applies to the General Chapter MOU and the Registered Nurse MOU.

Proposal #67 Nurse/Case Manager Ratios

(new subsection to Appendix: D Staffing Plans/Matrix)

Case Managers

Service/Program Effective Caseload Size

RN-NURSE CASE MANAGERS (The Care Management Department, Nurse Case Managers/Nurse Care Coordinators Shall have a Caseload of no more than the described ratio per one case manager/nurse care coordinator, per floor).

- Intensive Care 5 ACT: 1:46-18
- Step-down 6 ACT: 1:46 -18
- Telemetry 7 ACT: 1:46 -18
- Med Surg 8 & 9 ACT: 1:46-18
- OB/GYN/MCH/L &D: 1:46 -18
- ~~Observation: 1:12~~
- ~~ER Case Managers: 1:12~~
- ARU (Acute Rehab Unit): 1:46 -18

Case Management leaders/management shall assign the same 12-16 beds to case managers/care coordinators each day rather than assigning them to different patients. The Care Management Department will prepare a report regarding current cases with the number of assigned workers and forward such report to the Chief Operating Officer and the Union twice a year. The report shall include, but not be limited to, the following elements:

- A. Number of cases assigned by program.

AHS comprehensive settlement proposal to SEIU 1021

June 29, 2024 via email 2:07am

B. Number of case-carrying by Nurse Care Coordinators/Case Managers by department

C. Personnel changes that may affect case assignments such as resignations, individuals on leave, etc.

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

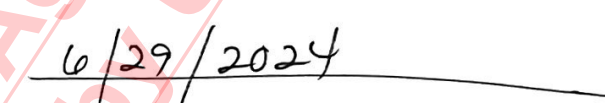
FOR SEIU

FOR AHS


Sheldra


Keith Fleming


Desiree Moseley


6/29/2024

6/29/24

DRAFT ONLY - Tentative Agreement
Pending ratification vote by Union members

SOME CHANGES INDICATED BY TEXT/HIGHLIGHTS IN COLOR



**SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations**

Date: 6/13/2024

the facility exceeds 101, or when temperature inside the facility exceeds 87 degrees, or, 82 degrees for workers required to wear clothing that restricts heat dissipation such as gowns required for contact precautions.

3-5. Protecting the health of our workforce and patients in the setting of worsening climate conditions

3-5. Reducing AHS' fossil fuel use and setting specific goals and deadlines for this reduction

3-5. Developing strategies to minimize waste within the organization

3-6. Establishment of a joint management/union climate and environment committee: AHS shall form a collaborative committee comprising representatives from management and the union that meets at least on a bi-monthly basis, 10 times a year. The primary objective of this committee would be to identify ways for AHS to protect the health of our workforce and patients in the setting of worsening climate conditions, to reduce AHS' fossil fuel use, and to set specific goals and deadlines for this reduction, as well as develop strategies to minimize waste within the organization.

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For SEIU

[Handwritten signatures for SEIU]
Date 6/14/2024

For AHS

[Handwritten signatures for AHS: Keith Fleming, Dennis Mosley]
Date 6/14/2024

SOME CHANGES INDICATED BY TEXT/HIGHLIGHTS IN COLOR

The following proposal applies to the General Chapter MOU and the San Leandro Hospital MOU

Proposal #69 Education Leave

General Chapter

ARTICLE 14. EDUCATIONAL STIPENDS, LEAVE AND CONTINUING EDUCATION

Section 14.1. Educational Leaves and Time Off

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

181. Paid Educational Leave ("Education Leave"). Regular status full and part-time employees are encouraged to pursue professional development and education in relation to their career in health care.

182. 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.

183. Amount of Educational Leave. Employees shall receive up to ~~twenty (20) hours~~ ~~forty-eight (48) forty (40) hours~~ of Educational Leave per fiscal year, pro-rated for part time employees. Payment for such Educational Leave shall be at the employee's straight time hourly rate.

~~(new paragraph) AHS shall carry over up to twenty (20) hours of unused educational leave any unused hours during the fiscal year to be used during the next fiscal year. The total accumulated educational leave shall not exceed a total of ninety-six (96) sixty (60) hours.~~

184. Approval. AHS will approve applications for Education Leave provided:

- A. The courses, workshops or seminars relate to the employee's profession or certification in an area of practice within AHS and there is a direct benefit to the employee in maintaining or improving their skills in their current position; and
- B. The employee provides a copy of the continuing education certificate, or verification of attendance for such courses, workshops or seminars prior to payment for Education Leave; and
- C. Such Education Leave does not unreasonably interfere with staffing requirements or patient care; and
- D. A written request is received at least four (4) weeks prior to the commencement of the class for which the Education Leave is to be taken.

185. Home Study. An employee may elect to utilize their Education Leave allotment for the purpose of home study. The home study course must meet the following and all other criteria established for paid Education Leave.

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

186. AHS Required Course. If AHS requires an employee to attend an educational training program or in-service, the employee shall be paid at their straight time hourly rate for the period of their attendance with a minimum of one (1) hour's pay. Such time shall be counted as work time and shall not be charged against an employee's annual Education Leave.

187. Leave for Participating in a Literacy Program. Any employee accepted into a workplace literacy program as a learner or a participant shall be permitted up to twenty-five (25) hours in a twelve (12) month period of paid educational leave with pay to the extent that such courses of instruction are provided during the employee's on-duty hours.

188. Training and Certification for Blood Drawing. Should a department within the AHS elect to assign an employee the task of drawing blood, AHS will provide training and certification to the assigned employee if they are not currently certified to draw blood. Such training will be provided on AHS time. If such assignment is not part of the employee's job specification, the Union and AHS will meet and confer regarding the job specification prior to the assignment.

189. PM and Night Shift Employees. When AHS requires an employee to attend a class of four (4) hours or more during what would be the employee's normally scheduled time off, AHS will schedule the employee off either the full shift before or after. AHS will not change the work schedule if the class is fewer than four (4) hours.

Section 14.2. Educational Stipends and Continuing Education

190. Upon the approval of the Department Head of any plan submitted by an employee with more than three (3) months of continuous service with more than three (3) months of continuous service to engage in job-related educational courses which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities within the employee's current discipline at AHS, AHS shall pay approved educational expenses up to \$1000 per employee per fiscal year. More than one educational plan may be approved in any fiscal year, but in no event shall the

**The parties shall agree upon a sideletter to equitably address converting education leave from calendar year to fiscal year.*

stipend exceed \$1000 per employee per fiscal year. The maximum AHS liability under this section shall not exceed \$240,000 in any fiscal year except as herein provided. AHS agrees to carry over from fiscal year to fiscal year any unexpended funds from this provision, not to exceed a maximum of \$26,000. Employees shall receive such stipends on a first come-first served basis each fiscal year. Receipts shall be submitted in accordance with departmental rules and AHS policies.

~~(new paragraph) Educational promotions and incentives. AHS shall prioritize promotions for internal candidates who have completed and engaged in a degree or certification program that aligns with any prerequisites meeting the minimum qualifications of the higher level position.~~

(The Education fund is dealt with in #U14)

San Leandro Hospital

ARTICLE 14. EDUCATIONAL LEAVE & CONTINUING EDUCATION

A. Educational Leave

1. Purpose: To encourage employees to take time off to attend conferences, workshops or seminars of a job-related educational nature to promote staff development and learning and to be used to help employees meet their "continuing education" requirements for licensure and certification.

2. Accrual: Each non-exempt, regular full-time or part-time employee, at AHS - San Leandro hospital is entitled to ~~forty (40)~~ ~~forty-eight (48)~~ ~~forty (40)~~ paid hours of leave, or a paid pro-rated portion thereof (based on Standard hours), each ~~calendar fiscal~~ year. ~~An employee may roll over the unused portion of their paid educational leave, which was requested, but which AHS was unable to grant. The maximum amount of roll over is (ten) 10 days.~~

~~(new paragraph) AHS shall carry over up to 20 hours of any unused hours education leave during the fiscal year to be used during the next fiscal year. The total accumulated educational leave shall not exceed a total of ninety-six (96) sixty (60) hours.~~

~~(new paragraph) Educational promotions and incentives. AHS shall prioritize promotions for internal candidates who have completed and engaged in a degree or certification program that aligns with any prerequisites meeting the minimum qualifications of the higher level position.~~

(The Education fund is dealt with in #U14)

Registered Nurse

12.2.2 Amount of Paid Educational Leave.

***The parties shall agree upon a sideletter to equitably address converting education leave from calendar year to fiscal year.**

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

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

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

For SEIU

For AHS

Sheldene Carter

Keith Fleming

5/29/24

Debbie Moeley 5/29/2024

[Signature]

[Signature]

[Signature]



*The parties shall agree upon a sideletter to equitably address converting education leave from calendar year to fiscal year.

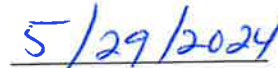
Agreement
Alameda Health System and SEIU 1021 San Leandro Unit
Education Leave

DATE: May 24, 2024

SUBJECT: SEIU 1021 San Leandro Unit Education Leave

- I. All employees represented by SEIU San Leandro Unit will receive 20 hours of education leave prorated based on FTE January 1, 2025.
- II. On June 30, 2025, all hours above 20 will be removed as employees can carry over up to 20 hours.
- III. All employees represented by SEIU San Leandro Unit will receive 40 hours of education leave prorated based on their FTE effective July 1, 2025. Going forward they will receive 40 hours of Education Leave prorated based on their FTE each fiscal year.




For AHS


Date


For SEIU


Date



**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

Alameda Health System/SEIU1021

2024 Successor Bargaining

AHS to SEIU

AHS COUNTER PROPOSAL TO U#71 FLEXIBLE SPENDING ACCOUNT

Date offered: 05/24/2024

Page 1 of 1

The following proposal applies to the General Chapter MOU, the Registered Nurse MOU, and the San Leandro Hospital MOU.

Proposal #71 Flexible Spending Account

(new subsection)

Flexible Spending Account.

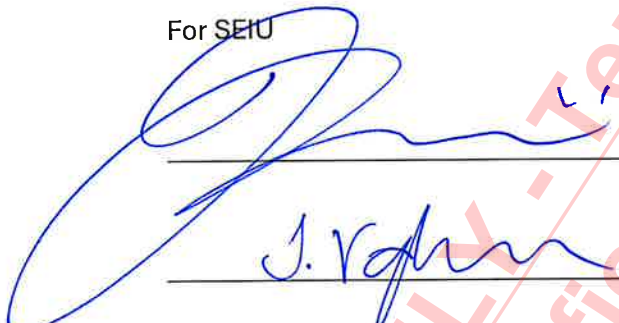
All eligible employees, subject to the applicable requirements of the Internal Revenue Service (IRS), eligible employees may, through payroll deductions, contribute to a Flexible Spending Account (FSA) in order to pay for qualified unreimbursed health care expenses with pre-tax salary up to the maximum amount set by the IRS.

Employees shall be provided a run-out period for all funds. Within the first three (3) months of the subsequent year, employees shall be able to submit reimbursements for expenses incurred in the previous year.

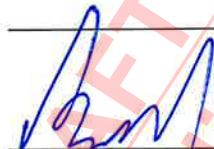
Employees shall be entitled to rollover unspent FSA funds at the IRS set limit from the previous year.

This provision shall be effective with the upcoming open enrollment for 2025 benefits.


For SEIU



J. V. [unclear]



For AHS



Debra Masley 5/24/24

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

DRIFT ONLY - Tentative Agreement
Pending ratification vote by Union members



SEIU Local 1021 Alameda Health System Bargaining Team

2024 Contract Negotiations

Date: __/__/2024

The following proposal applies to the Registered Nurse MOU.

Proposal #72 ONS Certification Differential

ARTICLE 15 PREMIUM PAY PROVISIONS

(new subsection)

Clinical Nurse II/III that are represented by SEIU 1021 RN Unit that has a current ONS certification will be paid a 5% differential for the entire shift under the following circumstances:

1. They are assigned to the Tele Med Surg Department or Infusion Clinic.
2. They have assigned chemo patients and administered chemotherapy/biotherapy on that shift.

For the Union

[Handwritten signature]

Negotiator

For AHS

[Handwritten signature]

[Handwritten signature] JOHN PEARSON RW *[Handwritten signature]* Alyssa S. Madison

[Handwritten signature] Bernice Paleos chapter president

Date

4/12/24

DRAFT ONLY - Tentative Agreement Pending ratification vote by Union members

Alameda Health System/SEIU1021
 2024 Successor Bargaining
 AHS to SEIU
 AHS COUNTER PROPOSAL TO U#73 Step Progression Alignment for AP/NP
 Date offered: 06/24/2024

The following proposal applies to the Registered Nurse MOU.

Proposal #73 Step Progression Alignment for PA/NP

(new section)

APPs at San Leandro Hospital will be brought under the same step progression and schedule as the APPs throughout the system. All APPs (PA/NP, CNM, CRNA) will receive new steps 11-14 to align with the RNs.

The Current step schedule

SLH	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
PA/NP	\$74.9 804	\$76.9 637	\$79.0 964	\$84.1 622	\$89.64 48	\$92.57 75	\$94.42 72	\$95.74 73	\$97.66 37	\$99.59 91
PA/NP (SAN)					\$103.0 915	\$106.4 642	\$108.5 913	\$110.1 093	\$112.3 132	\$114.5 390

The proposed step schedule will mimic that of the RN/APP MOU

HGH	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
PA/NP	\$79.5 5	\$81.6 5	\$83.9 1	\$89.2 9	\$95.10	\$98.22	\$100.1 8	\$101.5 8	\$103.6 1	\$105.6 6
PA/NP (SAN)					\$109.3 7	\$112.9 5	\$115.2 0	\$116.8 2	\$119.1 5	\$121.5 1

PA/NP Wage scale progression

Alameda Health System/SEIU1021
 2024 Successor Bargaining
 AHS to SEIU
 AHS COUNTER PROPOSAL TO U#73 Step Progression Alignment for AP/NP
 Date offered: 06/24/2024

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 One (1) year	Fifty-two (52) biweekly pay periods Twenty-six (26) bi-weekly pay periods
Step 6 to Step 7	Two (2) Years One (1) year	Fifty-two (52) biweekly pay periods Twenty-six (26) bi-weekly pay periods
Step 7 to Step 8	Three (3) years One (1) year Two (2) years	Seventy-eight (78) biweekly pay periods Twenty-six (26) bi-weekly pay periods Fifty two (52) bi-weekly pay periods

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Alameda Health System/SEIU1021
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 AHS to SEIU
 AHS COUNTER PROPOSAL TO U#73 Step Progression Alignment for AP/NP
 Date offered: 06/24/2024


Step 8 to Step 9	<p>Three (3) years</p> <p><u>One (1) year</u></p> <p><u>Two (2) years</u></p>	<p>Seventy eight (78) biweekly pay periods</p> <p><u>Twenty six (26) bi-weekly pay periods</u></p> <p><u>Fifty two (52) bi-weekly pay periods</u></p>
Step 9 to Step 10	<p>Three (3) years</p> <p><u>One (1) year</u></p> <p><u>Two (2) years</u></p>	<p>Seventy eight (78) biweekly pay periods</p> <p><u>Twenty six (26) bi-weekly pay periods</u></p> <p><u>Fifty two (52) bi-weekly pay periods</u></p>
<u>Step 10 to Step 14</u>	<u>Two (2) Years between steps</u>	<u>Fifty two (52) bi-weekly pay periods between steps</u>

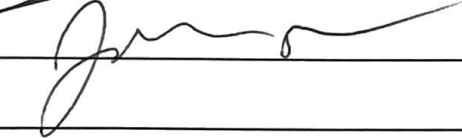
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Alameda Health System/SEIU1021
2024 Successor Bargaining
AHS to SEIU
AHS COUNTER PROPOSAL TO U#73 Step Progression Alignment for AP/NP
Date offered: 06/24/2024

For SEIU:

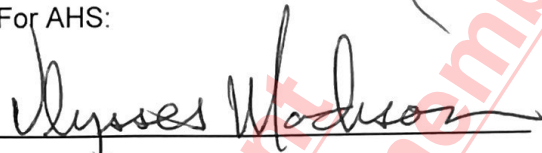








Date: 6/29/2024, 2024

For AHS:







Date: 6/29/2024, 2024

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Pending ratification vote by Union members



SEIU Local 1021 Alameda Health System Bargaining Team

2024 Contract Negotiations

Date: __/__/2024

This proposal applies to the General Chapter MOU.

Proposal #75 Inhalation Lead

(new sideletter)

Upon ratification of this agreement, AHS shall establish an Inhalation Therapy Lead position, separate from the Inhalation Therapy Aide. The Inhalation Therapy Lead shall be matched with the pay and steps of the Materials Management Technician III classification. Within thirty (30) days of ratification of this agreement, the Union and AHS shall meet and confer over developing the new job specification. The salary adjustment shall be retroactive to the ratification date of this agreement regardless of when the job specification is finalized.

For the Union

[Handwritten signature]

Negotiator

[Handwritten signature]
Veronica Palacios
Chapter president

For AHS

[Handwritten signature: Keith Fleming]

[Handwritten signature: Olympe S. Madison]

Date

4/12/24

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Pending ratification vote by Union members

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

The following proposal applies to the San Leandro Hospital MOU.

AHS Counter Proposal #U76 FTE Restoration

(new side letter)

Between 2016 and 2020, employees at San Leandro Hospital voluntarily gave up hours due to budget shortfall(s) and a proposed reduction in staffing. SEIU Local 1021 and AHS hereby agree that any employee who voluntarily reduced hours during the time period above, shall, at the request of the employee, be restored to their previous FTE equivalent. No employee shall exceed their original allotment of hours. Restored employees shall have the restoration made permanent by documenting the change in their respective personnel file.

AHS agrees that employees who voluntarily reduced their FTE between 2016 and 2020 due to the 2019 Reduction in Force may submit in writing their interest in restoring their FTE to the original FTE as listed below within 30 -60 days of the ratification of this MOU to People Operations. No interest statement shall be accepted after the ~~thirty (30)~~sixty (60) day window, and reinstatement of hours shall be deemed satisfied, and this ability will be closed.

AHS will allocate ~~new~~any open positions from the same shift and job title to adequately restore employees to their original FTE. There shall be no change in the employee's job title or shift. The employee's interest in the position will stay in effect for two (2) years from the date the employee submits their interest in the position. ~~one (1) year from the date the employee submits their interest in the position the duration of the 2024-2028 MOU.~~ No interest statement shall not be accepted if not received within the ~~thirty (30)~~sixty (60) day window and reinstatement of hours shall be deemed satisfied and this ability will be closed.

List of affected employees: *(in order to prevent accidentally excluding workers, the union is not interested in agreeing upon a finite list of names)*

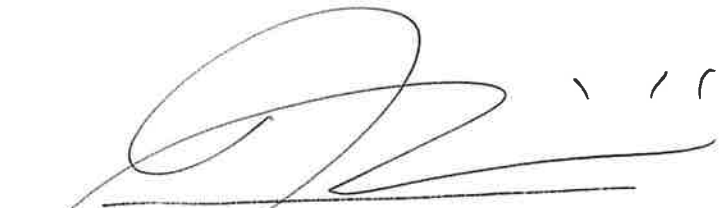

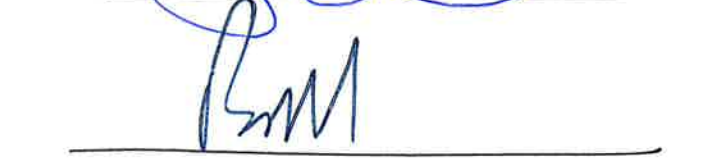
Jovy Nixon (Current .6 FTE Eligible for .8 FTE)
Allison Vonk (Current .75 FTE Eligible for .9 FTE)
Eduardo Cabrera (Current .6 FTE Eligible for 1.0 FTE)
Katia Roza (Current .6 FTE Eligible for 1.0 FTE)
Rajesh Prasad (Current .6 FTE Eligible for .8 FTE)
Lorina Castillo (Current .8 FTE Eligible for .9 FTE)
Rosa Santos (Current .7 FTE Eligible for .8 FTE)
Mildred Decena (Current .6 FTE Eligible for .7 FTE)
Felecitas Estonilo (Current .8 FTE Eligible for .9 FTE)
Karin Sarnor (Current .6 FTE Eligible for .7 FTE)
Maria Torrez (Current .7 FTE Eligible for .8 FTE)



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For SEIU 1021

For AHS

DATE: 6/24/2024

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SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 6/5/2024

The following proposal applies to the General Chapter MOU and the San Leandro Hospital MOU.

SEIU 1021 Counter to AHS Proposal #1 Job Vacancies, Posting, and Bidding

General Chapter

ARTICLE 27. JOB VACANCIES, POSTING, AND BIDDING

1. Posting of Vacancies.

When vacancies covered by this MOU occur, those vacancies will be sent electronically to all employees in the classification and SEIU 1021 as well as they shall be posted for internal candidates in the facilities electronically by AHS for at least seven calendar days and will be filled by seniority from internal qualified applicants pursuant to this Article prior to considering external applicants. 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.

~~Notices of such vacancies shall be posted at one mutually agreed upon predesignated locations at each of the free-standing clinics, Highland, Fairmont (two locations), San Leandro Hospital, and John George for seven (7) calendar days prior to filling the position. 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.~~

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.

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Pending rather than Agreement
SEIU Local 1021 Union members



SEIU Local 1021 Alameda Health System Bargaining Team

2024 Contract Negotiations

Date: 6/5/2024

3. Special Job Requirements.

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

5. Bidding on Posted Positions.

Promotions are title changes up to a higher job classification.

There are two types of transfers:

- A. A transfer to a different job classification
- B. A transfer with a change in status, shift or department in the same job classification.

6. Preferences for Promotions.

Preferences for Transfers within the Same Classification.

Any current employee may apply for any posted vacancy in the same job classification. Preference for Transfers shall be given in the order listed below, and among bidding employees from the same classification, seniority shall govern. To be eligible for a transfer within the same job classification, the bidding employee must be available to start the position within 30 days of accepting the offer unless there is mutual agreement with the department and employee. ~~must be available to start the position within 30 days of accepting the offer, must~~ must be in good standing and not have been awarded a new position in the past six months; "Six months" as used in this paragraph begins at the completion of specialty training, if any. ~~Workers on approved leave or Paid Investigatory Leave shall not be subject to the 30 day requirement~~ (The 6-month time requirement can be waived for an increase in FTE if the position is the same job title and cost center) The eligibility qualifications in this section can be waived by agreement of the parties. "Good standing" means that

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**SEIU Local 1021 Alameda Health System Bargaining Team
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there has been no disciplinary action following the completion of any grievance and arbitration procedure of Reminder 2 4 or higher in the personnel (H.R.) file within twelve (12) months of the date of the application. Positions will be awarded by seniority within categories in the following order:

- A. Regular full-time and part-time employees from the same classification
- B. Services-As-Needed employees in the same classification

7. Preferences for Promotions/Transfer to a Different Classification

Any current employee may apply for any posted vacancy by submitting a written application on line. Preference for promotions or transfers to a different classification will be given to current AHS employees, provided they applied prior to an offer being extended to another applicant. To be eligible for a transfer to a different job classification or a promotion, the bidding employee must (1) meet all reasonable qualifications of the job established by AHS (the Union has the burden of establishing that the qualifications are unreasonable), (2) be available to start the position within 30 days of accepting the offer unless there is mutual agreement with the department and employee be available to start the position within 30 days of accepting the offer, (3) be in good standing, and (4) not have been awarded a new position in the past six months, "Six months" as used in this paragraph begins at the completion of specialty training, if any. Workers on approved leave or Paid Investigatory Leave shall not be subject to the 30 day requirement (6-month time requirement can be waived for an increase in FTE if the position is the same job title and department) The eligibility qualifications in this section can be waived by agreement of the parties. "Good standing" means that there have been no disciplinary Reminder, following the completion of any grievance and arbitration procedure, 2 4 or higher in the personnel (H.R.) file within twelve(12) months of the date of the application. Positions will be awarded by seniority within categories in the following order:

- C. Regular full-time and part-time employees.
- D. Services-As-Needed employees.
- E. Outside applicants if there are no qualified internal applicants.

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8. AHS may hire the outside applicant or less senior employee, if the less senior employee or outside applicant is substantially more experienced and/or has substantial training and education in the job duties in question such that they does not require extensive orientation or the more senior employee shall require more than 60 days training and orientation to the new position, or if 20% of the employees in the classification of that Unit, Department, or Work Unit do not have adequate experience in the position. If the position is awarded to a less senior employee or an outside applicant, the Chief Human Resources Officer Human Resources must approve.

9. Notice of Awarding of Position.

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

10. 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.

11. Displaced Employees.

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

12. 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.

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**SEIU Local 1021 Alameda Health System Bargaining Team
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13. Transfer, Promotion and Return.

When an employee is promoted or transferred to a position covered by this MOU, they shall serve a thirty (30) day evaluation period. The employee will be given a reasonable period of orientation and training. If, within the evaluation period, (1) AHS decides that the employee is failing to perform their duties in a satisfactory manner or (2) the employee requests to return to their prior position if vacant, then AHS shall return the employee to the position they occupied prior to the promotion or transfer.

San Leandro Hospital

ARTICLE 22. VACANCY POSTING

- A. Permanent vacancies will be posted for seven (7) calendar days **in the unit where the vacancy exists and are sent electronically to all employees in the classification electronically for internal candidates.** After the seven (7) calendar days the vacancy will be posted on AHS HR recruitment website. Internal applicants in this bargaining unit shall be considered prior to outside candidates.
- B. **To be eligible for a transfer, the bidding employee be available to start the position within 30 days of accepting the offer unless there is mutual agreement with the department and employee must be available to start the position within 30 days of accepting the offer, must be in good standing and not have been awarded a new position in the past six months; "Six months" as used in this paragraph begins at the completion of specialty training, if any. Workers on approved leave or Paid Investigatory Leave shall not be subject to the 30 day requirement** (The 6-month time requirement can be waived for an increase in FTE if the position is the same job title and department) The eligibility qualifications in this section can be waived by agreement of the parties. "Good standing" means that there has been no disciplinary action, - following the completion of any grievance and arbitration

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procedure, of Reminder 2-1 or higher in the personnel (H.R.) file within twelve (12) months of the date of the application.

- C. Internal Bids. Vacant positions will be awarded by seniority to employees in the same classification after the seven (7) day internal posting in the following order: regular status employees, Short-Hour employees covered by this Agreement, then SAN employees covered by this Agreement.
- D. If the position is not filled through the internal bid process, all internal applicants who apply through the AHS website shall be given preference over external candidates provided such internal applicants meet the minimum qualifications for the position, and that AHS has not offered the position to another applicant.
- E. 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.

For SEIU

For AHS

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Date 6/7/24

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SEIU Local 1021 Alameda Health System Bargaining Team
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Date: 6/5/2024

The following proposal applies to the Registered Nurse MOU.

SEIU 1021 counter proposal to AHS #1

ARTICLE 20 JOB VACANCIES, POSTING AND BIDDING

20.1 Posting Vacancies.

20.1.1 Posting of Vacancies.

A. **Unit Vacancy.** When vacancies covered by this MOU occur, an announcement for transfers will be posted in the unit where the vacancy exists by the manager for at least seven calendar days and will be filled from internal qualified applicants in the same title within that unit in accordance with the provisions of this article. Preference shall be given in order of seniority as defined in Article 21, first to regular status employees, then to SANs. If, after posting the position for seven days, in the unit department by the hiring manager, there are no applicants, the position will be posted by Human Resources electronically for both internal and external applicants.

1. For purposes of this section on posting, units are defined as

and may be modified from time to time:

- a. SNF
- b. Inpatient Rehab
- b.** JGPH / Outpatient Psych
- c. Maternal Child Health
- d. Med Surg & Telemetry
- e. ED and Trauma
- f. ICU, SDU
- g. OR, PACU, ~~same day surgery~~ SDS, GI
- h. Cath Lab/short stay
- i. Ambulatory Care
 - i) Highland Clinics
 - ii) Eastmont
 - iii) Hayward
 - iv) Newark
 - iv)v)** Outpatient Psych

Additional units may be added, or modified, during the life of the agreement with the agreement of both parties.

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SEIU Local 1021 Alameda Health System Bargaining Team
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Promotions will be posted electronically for both internal and external applicants.

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

20.1.2 Notice to Unions.

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

AHS-Wide Posting. If, after posting the position for seven (7) days in the unit where the vacancy exists, there are no qualified applicants, the position will then be posted on the AHS jobs site. All bargaining unit employees employed by AHS may apply for the vacant position and shall be given preference in filling such vacancy on a seniority basis as defined in Article 21, first to regular status employees, then to SANs, then to any other qualified bargaining unit applicants, then externally to non-bargaining unit applicants.

20.1.3 Special Job Requirements.

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

20.1.4 Use of Travelers

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

20.1.5 Promotion and Out of Classification Transfer Preferences.

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

- a. ~~they~~ They are the most senior employee who meets the qualifications for the position.
- b. ~~the~~ The applicant employee does not have a reminder, ~~- 1~~ 2 or higher on record, following

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the completion of any grievance and arbitration procedure, within the last 12 (twelve) months prior to the filing of the application for the vacant position; and

- c. the applicant employee has been in their current position for a minimum of six (6) months. (6-month time requirement may be waived for an increase in FTE if the position is the same job title)
- d. Must be available to start the position within 30 days of accepting the offer. Must be available to start the position within 30 days of accepting the offer unless there is mutual agreement with the department and employee. ~~Workers on approved leave or Paid Investigatory Leave shall not be subject to the 30 day requirement.~~

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

- i. Regular full-time and part-time employees from the same scheduling unit.
- ~~ii. Regular full-time and part-time employees from the same clinical area;~~
- ~~iii.ii. Regular full-time and part-time employees in other scheduling units.~~
- ~~iv.iii. Services-As-Needed employees from the same scheduling unit~~
- ~~v.iv. Services-As-Needed employees from the same clinical area;~~
- ~~vi.v. Services-As-Needed employees from other scheduling units.~~

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

20.1.6 Notice of Awarding of Position.

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

20.1.7 Written Bids.

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

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20.1.8 Displaced Employees.

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

20.1.9 Maintenance of Seniority List.

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

20.1.10 Return to Previous Position.

When an employee is promoted or transferred to a position covered by this MOU, they shall serve a thirty (30) calendar day evaluation period. At the discretion of the manager, the evaluation period may be extended for a period not to exceed an additional forty-five (45) **calendar** days. The parties may agree on longer periods for training programs. **The employee will be given a reasonable period of orientation.** If, within the evaluation period, AHS decides that the employee is failing to perform their duties in a satisfactory manner, AHS shall return the employee to the position they occupied prior to the promotion or transfer. [REDACTED]

20.2 CRNA Hiring Criteria.

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

20.3 RN Residency Program.

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

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

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

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20.3.1 Path to BSN for ADN Diploma RNs

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

For SEIU

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For AHS

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Date

6/7/24

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Pending ratification vote

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SEIU-GEN- ARTICLE 32. GRIEVANCE AND ARBITRATION

392. **Purpose and Definitions.** The purpose of the Grievance Procedure is to resolve disputes as expeditiously as possible. If an employee or the Union has a grievance or complaint, it shall be taken up in the manner set forth in this paragraph. References to an AHS manager or officer shall include their designee. A grievance is an allegation by an employee, group of employees or the Union that AHS has violated written AHS policies and procedures or interpretation or application of a provision of this MOU provided that the issue is within the scope of representation as defined in Government Code Section 3504. No employee shall be subject to reprisal for using or participating in the grievance and arbitration procedure of this Agreement.
393. **STEP 1. Informal Meeting with Supervisor.** Before beginning the formal grievance procedure, an individual employee or group of employees may first attempt to resolve the matter informally with their supervisor. If the matter is not resolved pursuant to this informal meeting, or if the supervisor/manager refuses to meet informally, a written grievance may be initiated at Step 2, as provided below. No grievance shall be processed unless the employee or Union has attempted to meet with and/or notified the supervisor/manager. This preliminary step shall not apply to Union Grievances.
394. **STEP 2. Written Grievance-** A grievance by an employee or groups of employees that remains unresolved after the informal meeting is to be submitted on a mutually agreed upon designated form ~~writing~~ via email to Grievance@AlamedaHealthSystem.org within sixty (60) calendar days of the date upon which the grievant(s) or the Union knew the facts that gave rise to the grievance. The grievance shall state:
- A. The ~~section~~ of the MOU or written policy or procedure violated;
 - B. The detailed facts upon which it is based;
 - C. The affected individuals known at the time of filing;
 - D. The date and attendants of the informal meeting**
 - ~~D~~**E.** The remedy that is sought;

Within ten (10) days of the written submission, there shall be a Step 2 meeting with the Director or VP for the facility, or corresponding administrative level, or they shall provide a written response. The AHS representative shall respond to the Step 2 grievance in writing within seven (7) calendar days of the Step 2 meeting. If the AHS representative denies the requested remedy, the Union may appeal the matter in writing via email to Grievance@AlamedaHealthSystem.org to Step 3 within ten (10) calendar days of receipt of the written Step 2 response or, if there is no response, within twenty-two (22) calendar days of the filing of the grievance at Step 2, the grievance shall automatically advance to Step 3.

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

395. **STEP 3. Meeting with the CAO.** Within ten (10) business days of receiving the request, there shall be a Step 3 meeting with the CAO or their designee, provided that any designee shall not be the same senior operational or administrative management representative who heard the grievance at Step 2. AHS shall provide the Union with its final written response within ten (10) days of the conclusion of the Step 3 meeting. If the grievance is not settled, within thirty (30) days of the written Step 3 response, the Union may provide written notice to AHS that the grievance will be referred to Step 4, Arbitration.

396. **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.

397. **Time Limits.** Time Limits. The time limits established in the grievance procedure may only be waived by the mutual written agreement of the parties. No grievance or complaint shall be considered unless it has first been presented in writing at Step 2 within sixty (60) calendar days of the date upon which the grievant or the Union knew, or with reasonable diligence, ought to have known of the facts that gave rise to the grievance, and no grievance shall be submitted to arbitration unless a written demand to arbitrate (submission to Step 4) is presented within thirty (30) days of the final Step 3 response. On no account shall any grievance include a claim for money relief for more than one hundred and twenty (120) days prior to the date the grievance was submitted in writing at Step 2 and until the violation is corrected and/or the grievance remedy is implemented. With the exception of Step 4, if AHS fails to adhere to the time limits set forth in the Grievance Procedure, the grievance will be automatically advanced to the next step.

398. A monthly report of pending Step 2, Step 3 and Step 4 grievances shall be issued by Labor Relations to the affected Union and the Chief of Human Resources.

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

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

400. **Disciplinary Actions.** Appeals of disciplinary actions are covered under Article 31.

SEIU-RN- Article 23- DISCIPLINE WITHOUT PUNISHMENT /NOTICE OF TERMINATION /PERSONNEL FILES AND GRIEVANCE PROCEDURE

23.8 Grievance Procedure.

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

23.8.1 Definition of a Grievance.

A grievance is written complaint by an employee, group of employees or the Union that AHS has violated written AHS / departmental rules, or a provision of this MOU. No employee shall be subject to reprisal for using or participating in the grievance or arbitration procedure of this Agreement.

23.8.2

STEP 1. Informal Meeting with Supervisor. Before beginning the formal grievance procedure, an individual employee or a group of employees may first attempt to resolve the matter informally with their supervisor or other appropriate manager. If the matter is not resolved pursuant to this informal conversation, or the supervisor refuses to meet within 10 days from the employee's initial request to confer, a written grievance may be initiated at Step 2, as provided below.

STEP 2. Written Grievance. A grievance by an employee or groups of employees that remains unresolved after the informal meeting or a grievance filed by the Union is to be submitted in writing on a mutually agreed upon designated form via email to Grievance@AlamedaHealthSystem.org within sixty (60) days of the date upon which the grievant(s) or the Union knew the facts that gave rise to the grievance. The grievance shall state:

- a. The section of the MOU or written policy or procedure violated;
- b. The date of the violations alleged and a description of the violation;
- c. The affected individuals known at the time of filing.
- d. The date and attendants of the informal meeting
- e. The remedy that is sought;

Within ten (10) days of the written submission, there shall be a Step 2 meeting with the Director or VP of Nursing for the Facility, or corresponding administrative level, or they shall provide a written response. There shall be a full and frank disclosure by AHS of the employer's position including supporting rationale. If the grievance is not settled, within ten (10) days of the Step 2 response the Union may request in writing via email to Grievance@AlamedaHealthSystem.org that it be referred to Step 3.

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

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

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

23.8.3 Time Limits.

No grievance or complaint shall be considered unless it has first been presented in writing at Step 2 within sixty (60) calendar days of the date upon which the grievant or the Union knew, or with reasonable diligence, ought to have known of the facts that gave rise to the grievance, and no grievance shall be submitted to arbitration unless a written demand to arbitrate (submission to Step 4) is presented within thirty (30) days of the final Step 3 response. On no account shall any grievance include a claim for money relief for more than one hundred and twenty (120) days prior to the date the grievance was submitted in writing at Step 2 and until the violation is corrected and/ or the grievance remedy is implemented. With the exception of Step 4, if AHS fails to adhere to the time limits set forth in the Grievance Procedure, the grievance will be automatically advanced to the next step.

23.8.4 Authority of Arbitrator.

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

23.8.5 Disciplinary Actions.

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

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

SEIU-SLH- ARTICLE 25.GRIEVANCE AND ARBITRATION

A. Purpose and Definitions. The purpose of the Grievance Procedure is to resolve disputes as expeditiously as possible. If an employee or the Union has a grievance or complaint, it shall be taken up in the manner set forth in this paragraph. References to an AHS manager or officer shall include their designee. A grievance is an allegation by an employee, group of employees or the Union that AHS has violated written AHS policies and procedures or interpretation or application of a provision of this MOU provided that the issue is within the scope of representation as defined in Government Code Section 3504.

B. Grievance Steps.

- I. **STEP 1.** Informal Meeting with Supervisor. As a preliminary step, the employee shall first confer with their supervisor, or other appropriate manager, to attempt to resolve the matter prior to filing a written grievance. If the matter is not resolved pursuant to this informal meeting, or if the supervisor/manager refuses to meet informally, a written grievance may be initiated at Step 2, as provided below. No grievance shall be processed unless the employee or Union has attempted to meet with and/or notified the supervisor/manager. This preliminary step shall not apply to Union Grievances under Article 25, Section C below
2. **STEP 2.** Submission of Written Grievance to Labor Relations. A grievance by an employee or groups of employees that remains unresolved after the informal meeting is to be submitted writing on a mutually agreed upon designated form via email to Grievance@alamedaHealthSystem.org within sixty (60) calendar days of the date upon which the grievant(s) or the Union knew the facts that gave rise to the grievance. The grievance shall state:
 - a. The section of the MOU or written policy or procedure violated;
 - b. The detailed facts upon which it is based; the date of the violations alleged and a description of the violation
 - c. The affected individuals known at the time of filing.
 - d. The date and attendants of the informal meeting
 - e. e. The remedy that is sought;
 - d. The date of the informal meeting with the supervisor/ manager.

3. **Upon receipt of a Step 2 grievance,** AHS shall meet with the grievant(s) and the Union Shop Steward and/ or Union Representative within ten (10) calendar days of the receipt of the grievance. The AHS representative shall respond to the Step 2 grievance in writing within ten (10) business days of the Step 2 meeting. If the t\HS representative denies the requested remedy, the Union may appeal the matter to Step 3 within ten (10) business days of receipt of the written Step 2 or, if there is no response, within twenty two (22) calendar days of the filing of the grievance at Step 2, the Union may advance the grievance to Step 3.

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

4. **STEP 3. Meeting.** Within ten (10) business days of receiving the request via email to Grievance@AlamedaHealthSystem.org, there shall be a Step 3 meeting with Labor Relations. AHS shall provide the Union with its final written response within ten (10) business days of the conclusion of the Step 3 meeting. If the response is not issued within this time limit, or if the grievance is not resolved at Step 3, the Union may appeal the grievance to arbitration.

5. **STEP 4. Arbitration.**

a. **Appeals to Arbitration.** An appeal to arbitration may be made only by the Union. The appeal to arbitration must be filed with the Labor Relations department via email to Grievance@AlamedaHealthSystem.org within twenty (20) business days of the issuance of AHS's response to the Step 3 grievance, or when the Step 3 grievance response would have been due to the Union.

b. **Selection of an Arbitrator.** The arbitrator will be selected by mutual agreement of representatives of AHS and the Union. If the parties are unable to agree on the selection of an arbitrator, they shall jointly request a list of arbitrators provided by the State Mediation and Conciliation Services. AHS and the Union shall alternately strike names from the list until only one name remains. The name of the person that remains on the list shall serve as arbitrator. The party that strikes the first name shall be determined by a coin toss.

c. **Authority of Arbitrator.** The arbitrator's award shall be final and binding on the parties. The arbitrator's authority shall be limited to the interpretation and application of specific provisions of this MOU or written AHS policies and procedures, and they shall have no authority to add to, subtract from or to change of terms or provisions of this MOU. The award shall be based upon the joint agreed submission of the parties, or the absence of an agreed submission, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. The arbitrator shall have the authority to subpoena documents and to require the attendance of witnesses upon the request of either party but not upon their own motion.

d. **Expenses of Arbitration.** 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.

C. Union Grievances. Grievances by the Union over disputes arising from the Recognition Article of this MOU may be filed at Step 3 of the Grievance Procedure.


D. Time Limits. The time limits established in the grievance procedure may only be waived by the mutual written agreement of the parties. On no account shall any grievance include a claim for money relief for more than one hundred and twenty (120) days prior to the date the grievance was submitted in writing at Step 2 and until the violation is corrected and/ or the grievance remedy is implemented.

Alameda Health System/SEIU1021
2024 Bargaining
Grievance Process Article 32 Gen Unit
Article 23 RN Unit
Article 25 SLH Unit

AHS Counter Proposal #4
Date 6/5/2024
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E. Disciplinary Actions. Appeals of disciplinary actions are covered under Article 24.


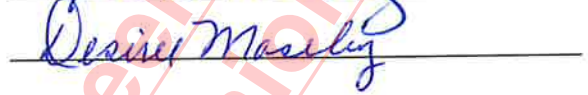
For SEIU



John R. [unclear]
M. [unclear]

Date 6/11/2024

For AHS

Date 6/14/2024

DRAFT ONLY - Tentative Agreement by Union members
Pending ratification vote



LOCAL 1021

ALAMEDA HEALTH SYSTEM STANDARD GRIEVANCE FORM

NAME OF GRIEVANT: _____ STEWARD/MEMBER/REP: _____

POSITION/CLASSIFICATION: _____

CONTACT INFO (EMAIL/PHONE) _____ / _____

DEPARTMENT/WORK LOCATION/CAMPUS: _____ / _____ / _____

IMMEDIATE SUPERVISOR/MANAGER: _____ / _____

EVENT DATE CAUSING GRIEVANCE: _____ DATE OF GRIEVANCE: _____

NATURE OF GRIEVANCE: (STATE GRIEVANCE AND FACTS UPON WHICH IT IS BASED) _____

SECTION OF CONTRACT/POLICY CLAIMED TO BE VIOLATED: _____

REMEDY OR CORRECTION DESIRED FROM EMPLOYER: _____

IMPACTED WORKER(S): _____

DATE OF INFORMAL MEETING (STEP 1): _____

AHS AND UNION ATTENDANTS OF INFORMAL MEETING (STEP 1): _____ / _____

BY FILING THIS GRIEVANCE, THE UNION DOES NOT INTEND TO WAIVE, NOR DOES IT WAIVE, ANY ADDITIONAL PROCEDURAL OR SUBSTANTIVE RIGHTS OR CAUSES OF ACTION WHICH AN EMPLOYEE MAY HAVE PURSUANT TO ANY FEDERAL LAW, STATE LAW OR OTHER RULE OR REGULATION.

DRAFT ONLY - Tentative Agreement vote by Union members



Send to: Grievance@alamedahealthsystem.org

ALAMEDA HEALTH SYSTEM STANDARD GRIEVANCE FORM

AHS and SEIU 1021 agree that the above form shall be included in the MOU and shall be used as the standard grievance form for all grievances filed at step two.

For SEIU

For AHS

[Handwritten signature]

John R. R.

[Handwritten signature]

Keith Fleming

Devin Maselby

Date 6/20/24

Date 6/20/24

DRAFT ONLY - Tentative Agreement
Pending ratification vote by Union members



**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations

Date:
5/17/2024

The following proposal applies to the General Chapter MOU, the Registered Nurse MOU, and the San Leandro Hospital MOU.

SEIU 1021 Counter to AHS Proposal #6 Additional Shifts

SEIU GU Article 7 HOURS OF WORK

Distribution of Additional Hours and/or Shifts. Each department that finds it necessary to back fill positions shall maintain a seniority list for full-time and part-time employees, and a seniority list for services-as-needed employees, ~~and a seniority list for fulltime employees for the purpose of distributing additional hours as provided herein.~~

1. Additional hours, whether full or partial shifts, shall be offered by seniority on a rotating basis, to the extent operationally possible, in the following order:
 - A. Regular full-time and part-time employees up to 40 hours
 - B. Services-as-Needed (SAN) employees up to 40 hours
 - C. Registry and /or travelers as long as such hours do not result in time and one half.
 - D. Overtime - time and one half for full-time, and part-time employees, and SAN employees in accordance with Article 16.
 - E. ~~Full-time employees in accordance with Article 16.~~
2. ~~Such available additional hours shall only be offered up to a maximum of forty (40) hours per employee per week.~~
3. ~~All available additional hours shall be offered to AHS employees as provided herein prior to the utilization of registry or temporary agency employees, provided that AHS is not contractually obligated to pay such registry or temporary agency employees for previously scheduled work.~~

4.3.

**SOME CHANGES INDICATED
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SOME CHANGES INDICATED BY TEXT/HIGHLIGHTS IN COLOR

SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date:
5/17/2024

SLH Article 11 Hours of Work PM
SLH Article 11 HOURS OF WORK

A. Shifts

~~10. Distribution of Additional Hours and/or Shifts. Each department that finds it necessary to backfill positions shall maintain a seniority list for full-time and part-time employees, and a seniority list for services-as-needed employees.~~

~~11. Additional hours, whether full or partial shifts, shall be offered by seniority on a rotating basis, to the extent operationally possible, in the following order:~~

~~a. Regular full-time and part-time employees up to 40 hours~~

~~b. Services-as-Needed (SAN) employees up to 40 hours~~

~~c. Registry and /or travelers as long as such hours do not result in time and one half.~~

~~d. Overtime - time and one half for full-time and part-time employees~~

~~12. All available additional hours shall be offered to AHS employees as provided herein prior to the utilization of registry or temporary agency employees provided that AHS is not contractually obligated to pay such registry or temporary agency employees for previously scheduled work.~~

E. Schedules

1. Applying the factors customarily used by AHS, AHS shall assign shifts to employees on the schedule to meet core staffing levels in the following order:

a. Regular full and part time employees working up to their FTE;

b. Regular full and part time employees requesting extra non-premium pay or non-overtime shifts;

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**SOME CHANGES INDICATED
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- c. Short Hour and SAN employees requesting non-premium pay or non-overtime shifts;
- d. Registry and Travelers, as long as it does not result in time and one-half.
- e. Overtime—time and one half for full and part-time employees
- f. Mandatory assignment of extra shifts to regular part time employees in rotating inverse seniority order. Employees will be paid time and a quarter (1.25) for such shifts worked.

2. Seniority shall be a primary factor in assigning shifts, assuming appropriate competency requirements are met. Requested schedules may be modified to meet core staffing needs and skill mix. It is not the intent of the parties that this provision change the existing procedures regarding the preparation of schedules including the granting of requested days off.

SEIU RN Article 6 HOURS OF WORK

6.3

Distribution of Additional Hours and/or Shifts. Each department that finds it necessary to backfill positions shall maintain a seniority list for full-time and part-time employees, and a seniority list for services-as-needed employees.

Additional hours, whether full or partial shifts, shall be offered by seniority on a rotating basis, to the extent operationally possible, in the following order:

- a. Scheduled in accordance with 6.10.1.

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e.b. Regular full-time and part-time employees up to 40 hours.

f.c. Services-as-Needed (SAN) employees up to 40 hours

g.d. Registry and /or travelers as long as such hours do not result in time and one half.

h.e. Overtime - time and one half for full-time and part-time employees

All available additional hours shall be offered to AHS employees as provided herein prior to the utilization of registry or temporary agency employees, provided that AHS is not contractually obligated to pay such registry or temporary agency employees for previously scheduled work.

For SEIU

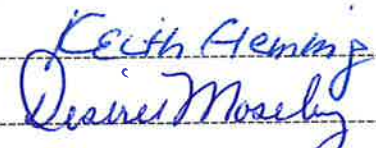


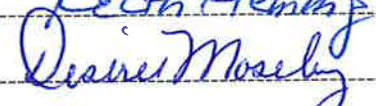


John Park




For AHS





Date 6/13/24

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BY TEXT/HIGHLIGHTS IN COLOR**

DRAFT ONLY - Tentative Agreement
Pending ratification by Union members



**SOME CHANGES INDICATED
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SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 5/14/2024

The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

SEIU 1021 Counter to AHS Proposal #8 SAN Availability

SEIU-GENERAL: SAN Scheduling Procedures

- A. SAN staff will identify a primary area of work and may select an alternate area in which he/she is qualified/competent.
- B. The primary area of work obligations must be met prior to a SAN employee working in an alternate setting.
- C. A confirmed SAN employee's shift in their primary work area cannot be bumped by a SAN employee's alternate area. Once any SAN's shift has been confirmed, said shift cannot be cancelled to accommodate a request for the shift by a regular part-time employee, a regular full-time employee, a SAN with greater seniority, or registry/traveler.
- D. SAN employees ~~may~~ must make themselves available for open shifts at their home department via UKG 10 days before the Master schedule is posted. a calendar of availability to the manager to assist with scheduling. An employee may request an initialed receipt of the calendar or the calendar signed as received back; such a request shall not be denied.
- E. SAN employees are accountable to the Department Manager/Supervisor for the shift they are working. If a shift is awarded, the SAN is responsible for that shift, unless they have provided at least two (2) weeks' ten (10) days' notice of cancellation. If a SAN cancels a shift with more than two (2) weeks' ten (10) days' notice, the shift will not count towards their availability requirements under this Agreement. This does not apply to emergency, unforeseen situations which would occur within the two-week-ten-day timeframe. The cancellation of a confirmed SAN shift with less than two-weeks' ten-day notice prior to the scheduled workday may be treated as an occurrence. The intent of AHS and the Union is that SANs give as much notice as possible that they are cancelling a shift.

**SOME CHANGES INDICATED
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SEIU Local 1021 Alameda Health System Bargaining Team
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- F. Full and part-time permanent employees and then SAN employees (inclusive of 120-day retirees) shall each in turn have an exclusive view of and bidding rights to all available shifts for a minimum of 72 hours after initial posting of the preliminary schedule. A 120-day retiree's seniority shall be determined by the number of hours worked since the SAN's rehire after retirement.
- G. Shifts will be awarded based on 1) the MOU and 2) the calendar of availability submitted by the SAN. It is not the intent of AHS to adjust regular employees' shifts to accommodate SANs. SANs shall be scheduled before registry, travelers or any other temporary workers pursuant to paragraph G. below.
- H. Extra shifts are assigned in the following order:
1. Full and part time permanent employees up to 40 hours worked in the week, not resulting in time and one half.
 2. SANs up to 40 hours per week
 3. Registry and/or travelers as long as such hours do not result in time and one half.
 4. Time and one half overtime for permanent full and part time nonemployees
- I. Confirmed shifts are not guaranteed and may be canceled depending upon the staffing needs. Registry and travelers shall be canceled before permanent employees and SANs providing they are all working the same area/department. SANs whose shifts are canceled have the option of bumping registry or travelers working hours over and above their normal schedule on either of the next two consecutive shifts.

SEIU-RN: Extra Shift and SAN Registered Nurses Scheduling

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



**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

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- 6.10.3 The primary area of work obligations must be met prior to a SAN employee working in an alternate setting.
- 6.10.4 A confirmed SAN employee's shift in their primary work area cannot be bumped by a SAN employee's alternate area. Once a SAN's shift has been confirmed, said shift cannot be cancelled to accommodate a request for the shift by a regular part-time, regular full-time, a SAN with greater seniority, or registry/traveler.
- 6.10.5 SAN employees may submit a calendar must make themselves available for open shifts at their home department via UKG 10 days before the schedule is posted. of availability to the manager to assist with scheduling.
- 6.10.6 Full-time, Part-time and SAN employees (inclusive of 120-day retirees) shall have an exclusive view of all available shifts for a minimum of 72 hours after initial posting of the preliminary schedule. A 120-day retiree's seniority shall be determined by the number of hours worked since the SAN's rehire after retirement.
- 6.10.7 It is not the intent of AHS to adjust regular employee's shift to accommodate SANs.
- 6.10.8 Confirmed shifts are not guaranteed and may be canceled depending upon the staffing needs.
- 6.10.9 SAN employees can identify which shifts they are available to work for each day when they submit a calendar.
- 6.10.10 SAN employees are accountable to the Department Manager/Supervisor for the shift they are working. If a shift is awarded, the SAN is responsible for that shift, unless they have provided at least two (2) weeks' notice of cancellation. If a SAN cancels a shift with more than two (2) weeks' notice, the shift will not count towards their availability requirements under this Agreement. This does not apply to emergency, unforeseen situations which would occur within the two-week timeframe. The cancellation of a confirmed SAN shift with less than two weeks' notice prior to the scheduled workday may be treated as an occurrence. The intent of AHS and the Union is that SANs give as much notice as possible that they are cancelling a shift.

**SOME CHANGES INDICATED
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6.10.11 Confirmed shifts within two (2) weeks of scheduled work date will require an exchange with another qualified employee. This does not apply for emergency unforeseen situations which would occur within the two-week timeframe.

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

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

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

SEIU SLH.: SAN Scheduling Procedures

- a. SAN staff will identify a primary area of work and may select an alternate area in which he/she is qualified/competent.
- b. The primary area of work obligations must be met prior to a SAN employee working in an alternate setting.

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- c. A confirmed SAN employee's shift in their primary work area cannot be bumped by a SAN employee's alternate area. Once any SAN's shift has been confirmed, said shift cannot be cancelled to accommodate a request for the shift by a regular part-time employee, a regular full-time employee, a SAN with greater seniority, or registry/traveler.
- d. SAN employees must make themselves available for open shifts at their home department via UKG 10 days before the master schedule is posted.
- e. SAN employees are accountable to the Department Manager/Supervisor for the shift they are working. If a shift is awarded, the SAN is responsible for that shift, unless they have provided at least two (2) weeks' ten (10) days' notice of cancellation. If a SAN cancels a shift with more than two (2) weeks' ten (10) days' notice, the shift will not count towards their availability requirements under this Agreement. This does not apply to emergency, unforeseen situations which would occur within the two-week ten-day timeframe. The cancellation of a confirmed SAN shift with less than two weeks' ten-days' notice prior to the scheduled workday may be treated as an occurrence. The intent of AHS and the Union is that SANs give as much notice as possible that they are cancelling a shift.
- f. Full and part-time permanent employees and then SAN employees (inclusive of 120-day retirees) shall each in turn have an exclusive view of and bidding rights to all available shifts for a minimum of 72 hours after initial posting of the preliminary schedule. A 120-day retiree's seniority shall be determined by the number of hours worked since the SAN's rehire after retirement.
- g. Confirmed shifts are not guaranteed and may be canceled depending upon the staffing needs. Registry and travelers shall be canceled before permanent employees and SANs providing, they are all working the same area/department. SANs whose shifts are canceled have the option of bumping registry or travelers working hours over and above their normal schedule on either of the next two consecutive shifts.
- h. Shifts will be awarded based on 1) the MOU and 2) the calendar of availability submitted by the SAN. It is not the intent of AHS to adjust regular employees' shifts

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to accommodate SANs. SANs shall be scheduled before registry, travelers or any other temporary workers pursuant to paragraph G. below.

For SEIU

Shelley Curran

John Pearson RV

Date 6/5/24

For AHS

Date 6/5/24

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The following proposal applies to the General Unit Chapter MOU, the Registered Nurse Chapter MOU, and the San Leandro Hospital Chapter MOU.

SEIU 1021 Counter to AHS Proposal #13 Low Census

RN- Article 6 Hours of Work, Shifts, Schedules, and Rest Periods

6.14 ~~6.15~~ Low Census ~~Process~~ Procedure.

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

- a. 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 use any paid leave including education leave (as detailed below in 'e') time if accrued and available;
- b. Cancel any employee who is working an overtime shift on a rotating basis using inverse seniority;
- c. Cancel contract registry/travelers within the affected job classification and affected department/unit;
- d. Cancel SAN employees within the affected job classification and department/unit on a rotating basis using inverse seniority;
- e. Offer employees an education day in order to complete CEUs or other educational requirements pursuant to Article 12 on a rotating basis beginning with the most senior employee; employees must provide documentation to the manager; for calculation of time, one continuing education contact hour will be equal to one hour of Education Leave up to the balance of the shift being cancelled;
- f. ~~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;~~

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- g. Floating employees pursuant to the Floating-~~Process~~ Policy attached as Side Letter on ~~referenced in Section 6.14 for~~ Floating to an alternative assignment.
- h. If an employee declines to float, then the employee shall be considered to have opted to voluntarily be canceled pursuant to 'e' 'a' above.

6.14.2 ~~6.15.2~~ AHS agrees that in the implementation of this policy, it shall continue to give first priority to the delivery of high quality patient care for reasonably projected increases in census and acuity.

GU- Article 8- Low Census ~~Procedure~~ Process

Status Quo/REJECT ALL CHANGES

SLH- Article 20- Low Census ~~Procedure~~ Process

Status Quo/REJECT ALL CHANGES

FOR SEIU

FOR AHS

Keith Fleming

 6/7/24

6/7/24

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SEIU Local 1021 Alameda Health System Bargaining Team

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The following proposal applies to the General Unit MOU and the Registered Nurse MOU.

SEIU 1021 Counter to AHS #17 Quality Patient Care

SEIU-GENERAL

ARTICLE 6. QUALITY PATIENT CARE

1. The highest standards of quality patient care and patient service is the mutual goal of AHS and the Union.
2. It is understood that the staffing plan in any department can be modified as a result of factors including but not limited to changes in patient acuity, patient care or service delivery system, technology, departmental geography, or other reasonable factors. Proposed changes shall be discussed prior to a decision in the appropriate Patient Care Committee (PCC). The PCC shall have one month to meet at least twice on the subject. if no agreement is made during the PCC meeting. The proposed change will then be referred to Workforce Planning Committee and the union representative(s) of that area in order to commence a meet and confer to negotiate over impact for up to 30 days from the date the matter is submitted to Workforce Planning Committee and the union representative(s) by AHS. At the end of these discussions management reserves the right to make the final decision on staffing. The staffing plan is the plan to determine core staffing needs of the unit or department and is distinct from other issues such as schedule changes. Nothing in this section shall supersede Article 28 of the MOU when there is a reduction in force.

SEIU-RN

ARTICLE 5. QUALITY PATIENT CARE

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

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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. If no agreement is made during the PCC meeting, The proposed change will then be referred to Workforce Planning Committee and the union representative(s) of that area in order to commence a meet and confer to negotiate over impact for up to 30 days from the date the matter is submitted to Workforce Planning Committee and the union representative(s) by AHS. At the end of these discussions management reserves the right to make the final decision on staffing. Staffing Matrix is the plan to determine core staffing needs of the unit and is distinct from other issues such as schedule changes. Nothing in this section shall supersede Article 21 of the MOU when there is a reduction in force. AHS will be responsible for adopting a system of staffing by acuity in inpatient acute care units in conformance with the accreditation and licensure requirements of the Joint Commission and Title 22.

For SEIU

For AHS

[Signature] 5/9/2024

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**SEIU Local 1021 Alameda Health System Bargaining Team
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The following proposal applies to the General Unit MOU and the Registered Nurse MOU.

SEIU 1021 Counter to AHS #18 Workforce Planning

General Chapter

ARTICLE 28. DISPLACEMENT AND EMPLOYMENT SECURITY

Section 28.1.

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.
2. 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. AHS shall release, upon the Union's request up to four (4) permanent members of the Work Force Planning committee, along with at least two (2) additional ~~Within this group, there should be member(s) representing the classifications within the department affected by the Reduction in Force or work design to attend Work Force Planning Committee Meetings/meet and confer. The union may request up to two members to participate in the committee.~~
- ~~3.2.~~
- 4.3. **Payment of Committee.** Representatives on the Committee will be provided paid release time whenever such meetings occur during the employee's work hours, provided that such time shall not be considered work time for the purposes of Article 16, Overtime.

Section 28.2. Work Redesign

- 5.4. In the event that AHS plans to engage in work re-design which will have a material, or non-material, impact upon employees represented by SEIU Local 1021, including

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but not limited to changes in technology, service delivery changes, or programmatic or system changes to workflow, it shall notify the union in advance, provide SEIU with a comprehensive plan for the redesign as detailed in the side letter and shall, upon request, meet and confer with the Union prior to implementing such changes. Such discussions will be limited to forty-five calendar days after which AHS may implement some or all the changes it seeks. Meetings can continue after implementation. For the purposes of this paragraph "material impact" means a change in the wages, hours or other terms and conditions of employment. If the redesign is projected to result in any reduction in SEIU members, it will be addressed through the Reduction in Force process below. ~~For non-material impact changes, the union may request a meet and discuss.~~ For non-material impact changes, the union may request a meet and discuss.

5. The Union may request that the Workforce Planning Committee meet concerning proposed regular schedule changes affecting cumulatively more than three employees over a rolling six month period however, such discussion shall be limited to 45 calendar days from the date of the request unless continued by mutual agreement. Unless there is an emergent need, such schedule changes will not be implemented until the Workforce Planning discussions are complete or after the 45 calendar day limit, whichever comes first.

6. The work of the Committee will include but not be limited to developing training, cross-training, promotions, educational opportunities, measures to internalize services performed by external providers, including registry and temporary workers and recommend work audits, do quantitative analyses and other measures to facilitate the changes. In addition, they may convene to consider projected changes in health care. In instances where there are two of the affected employees or 10% whichever is greater in a unit or facility as defined below or non-nursing department having the same or similar performance related issues upon introduction of the work redesign, ~~re-evaluation of the training and trainer(s) shall meet individually with the affected employee(s) to provide additional training and support. This additional training and support will take place prior to the implementation of disciplinary action. This re-evaluation training and support shall be completed within thirty days and will be shared with the Union, and employees.~~

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6-7. If AHS decides to implement new technology that affects the terms and conditions of bargaining unit members' employment, it will provide sufficient notice to the Union in order to allow SEIU Local 1021 the opportunity to meet and confer with AHS concerning the effects of the new technology on the terms and conditions of

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bargaining unit members employment.

Registered Nurse

ARTICLE 21. SENIORITY, PROBATION AND REDUCTION IN FORCE

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. AHS shall release, upon the Union's request up to four (4) permanent members of the Work Force Planning committee, along with at least to two (2) additional Within this group, there should be member(s) representing the classification within the department affected by the Reduction in Force or work redesign. to attend Work Force Planning Committee Meetings/meet and confer. The union may request up to two members to participate in the committee.

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

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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 or non-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. ~~For non-material impact changes, the union may request a meet and discuss.~~ For non-material impact changes, the union may request a meet and discuss.

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.

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

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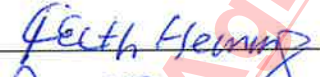
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FOR SEIU

FOR AHS



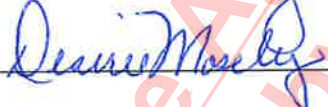
Shelba Cook



Felth Fleming



John P. P...



Deanne Morely



[Signature]

DATE

5/31/2024

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SEIU Local 1021 Alameda Health System Bargaining Team

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Date: 4/17/2024

The following proposal applies to the San Leandro Hospital MOU

SEIU 1021 Counter Proposal to AHS #20 SLH Section A—Shifts

A. Shifts

1. Shifts shall continue as is the practice of the parties. If AHS changes shift start times for more than three employees in a department over a six (6) month period of time, AHS shall notify the union in writing. The union may request a meeting concerning the change; such discussion will last no longer than thirty (30) calendar days from the date of the notice.

1. AHS shall prepare a schedule showing the hours each employee is to work; a preliminary schedule shall be posted at least fourteen (14) calendar days prior to the first date shown on the schedule.
2. 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. Full-time employees shall be off duty no less than twelve (12) hours prior to working the next regular core shift. Employees may waive this provision; however, if it is not waived, full time employees shall be paid time and one half (1 ½) for any part of the core shift that overlaps the twelve (12) hour rest period. AHS will make every effort to eliminate these situations as they exist. Except in cases of emergency, employees at AHS shall be given fourteen (14) calendar days' notice of any change in shift schedule.
3. When any involuntary change in shift schedule is operationally required, AHS shall select the employee with the least seniority in the impacted work location, classification, and department, providing the employee possesses the skills and abilities to perform the work.
4. Except in cases of emergency or unforeseeable circumstances, employees who are reassigned to a different work location shall be given ten (10) ~~fourteen (14)~~ calendar business days' notice of any change in work location.

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5. When any involuntary change in work location is operationally required, AHS shall select the employee with the least seniority in the same shift, classification, and department who is scheduled to work, providing the employee possesses the skills and abilities to perform the work.

~~6. Workday and Workweek. For full-time employees, the normal workday shall be either eight (8) hours and the workweek shall be forty (40), ten (10) hours and the workweek shall be forty (40), or twelve (12) hours and the workweek shall be thirty-six (36).~~

7.6. Regular permanent employees who are floated to another position for the first time shall be oriented to the new department; the length of the orientation is at the manager's discretion and shall depend on the differences in duties between the employee's permanent assistant and the float assignment

~~8.7. **Reporting Pay.** Any Employee who begins their regularly-scheduled shift reports to work for a scheduled/confirmed shift, excluding non-mandatory meeting and/or training. will be provided with at least four hours of work or pay. Employees will be paid a minimum of two (2) hours or the length of a scheduled training, whichever is longer, in the event of a non-mandatory meeting and/or training. (TA)~~

9.8. **Employer Initiated Changes in Hours of Work.** Pursuant to Government Code Section 3500, the employer has the obligation to meet and confer with the Union regarding proposed changes to hours of work.

10. Voluntary Reduction of Work Period.

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

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a. An employee and the manager of the affected department may agree that the employee shall work a part-time work schedule of 90%, 80%, 70%, 60%, or 50% in any biweekly pay period with a corresponding reduction in pay.

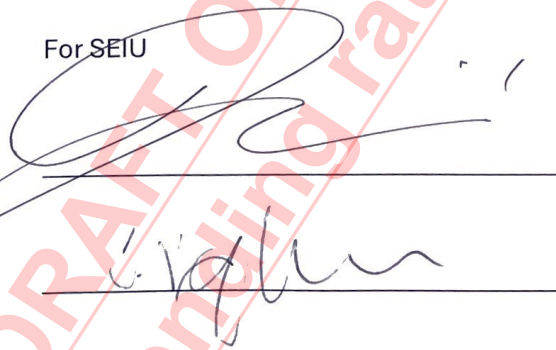
b. Employees working an approved reduced work schedule shall revert to full-time work status at the end of the agreed to period or, if the employee transfers, promotes, demotes, terminates or in any other way changes their status with AHS they shall be removed from the reduced work schedule.

c. With ten (10) calendar days' advance notice, the manager of the affected department may unilaterally terminate an approved reduced work schedule in the event of an unanticipated staffing or fiscal emergency. The determination to terminate the approved reduction shall be final and non-grievable.

d. Employees opting to reduce hours under this section, shall be deemed full-time employees for all purposes of this Memorandum provided that such employees shall be entitled to paid leave accruals and health and dental plan contributions on the same basis as part-time employees represented herein during such periods.

e. 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.

For SEIU



For AHS

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Date: 4/17/2024

[Signature]
Date 4/26/24

FELIX FLEMING
Desiree Morales
Date 6/26/2024

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The following proposal applies to the San Leandro Hospital MOU

SEIU 1021 counter proposal to AHS #21 Shift Differentials

B. Shift Differentials

1. Shifts for the purposes of differentials are defined as follows:

A. **PM Shift:** begins at 3:00 p.m. and concludes at 11:30 p.m.

PM Shift Differential: Employees who work ~~a the majority of the~~ PM shift will be paid a minimum of ~~\$1.50~~ 7% per hour for all hours worked. Employees earning above the minimum will continue to receive that differential in effect upon signing of this agreement.

B. **Night Shift:** begins at 11:00 p.m. and concludes at 7:30 a.m.

Night Shift Differential: Employees who work ~~a the majority of the~~ Night shift will be paid a minimum of ~~\$2.25~~ 9% per hour for all hours worked. Employees earning above the minimum will continue to receive the Night shift differential in effect upon signing of this agreement.

C. **Weekend Shift:** begins at 11:00 p.m. Friday and concludes at 11:00 p.m. Sunday

Employees hired prior to the implementation date of this Agreement (April 1, 2020 - May 31, 2024) who work during a weekend shall be paid ~~the greater of \$15.00 per shift or a differential of 5%~~ 7% the base rate of pay calculated on all hours worked, not paid for, between the weekend hours defined above.

Weekend differential is not paid for overtime hours and only up to two shifts per weekend are eligible for weekend differential. Employees who work shifts shall be paid the differential in effect at the time this agreement is ratified.

Employees hired on or after the implementation date of this Agreement (April 1, 2020 - May 31, 2024) shall receive the 5% weekend differential rate as described above.

2. Shift differentials will be paid when the majority of hours worked in a shift are within one that provides for a differential. Where the hours in a shift are evenly split

between shifts with different differentials, then the differential(s) will apply according to the actual hours worked within that shift with a shift differential. An employee may only receive weekend shift differentials for a maximum of two (2) shifts per weekend.

3.2.

Notwithstanding the foregoing, an employee assigned to the night shift who has completed their assignment and who continues to work into the day shift shall receive the night shift differential for all such day shift hours worked for the purpose of computing overtime.

3. Differential Pay

Type of Differential	Amount
"PM Shift"	\$1.50 per hour 7 % per hour
"Night Shift"	\$2.25 per hour 9 % per hour
Weekend	5% per shift 7% per hour

- a. Weekend differential is not paid for overtime hours.
- b. Only up to two shifts per weekend are eligible for the weekend differential.

3. Twelve (12) Hour Shifts

....

e. SHIFT DIFFERENTIAL:

- i. Shift differential will be paid as follows:
 - a) 7 a.m. to 7:30 p.m. = eight (8) hours day shift rate and four (4) hours p.m. shift rate.
 - b) 7 p.m. to 7:30 a.m. = four (4) hours p.m. shift rate and eight (8) hours night shift rate.
 - c) It is understood that in some units 12-hour shift start times may be other than 7 a.m. and 7p.m. When shift start

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times other than 7 a.m. and 7 p.m. are utilized, shift differential shall be paid on all hours worked on the p.m. and/or night shift.

- d) WEEKEND DIFFERENTIAL: 12 Hour Employees shall be entitled to a weekend differential of ~~\$30.00 or 5%, whichever is greater.~~ 7% per shift for each shift worked on a weekend.

- f. REST BETWEEN SHIFTS. ~~AHS shall make every reasonable effort to ensure twelve(12) hours rest between shifts.~~ Rest between shifts for twelve (12) hour positions will be 11.5 hours.

4.Ten-hour Shift

....

e. SHIFT DIFFERENTIAL:

Shift differential will be paid as follows:

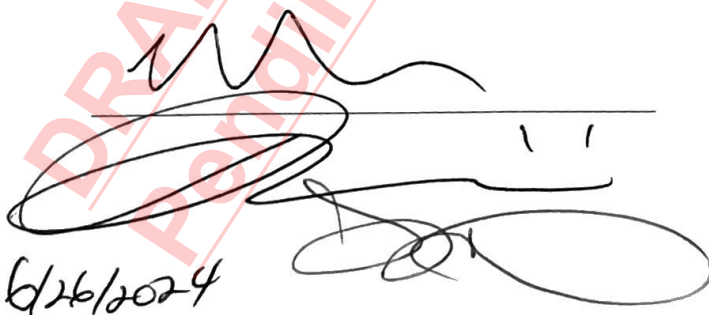
- i. Shift differential shall be paid on all hours worked on the p.m. and/or night shift as is currently the practice.
- ii. WEEKEND DIFFERENTIAL

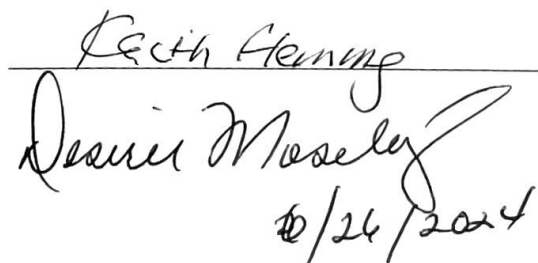
10 Hour Employees shall be entitled to a weekend differential of ~~7% \$30.00 or 5%, whichever is greater.~~ per shift for each shift worked on a weekend.

- f. REST BETWEEN SHIFTS: ~~AHS shall make every reasonable effort to ensure twelve(12) hours rest between shifts.~~ Rest between shifts for twelve (12) hour positions will be 11.5 hours.

For SEIU

For AHS


6/26/2024


10/26/2024

ARTICLE 7. PAID-LEAVE- PAID TIME OFF

~~This Article is effective the first pay period of 2022. See Appendix B for implementation information and effective language prior to the first pay period of 2022.~~

A. Paid Time Off(PTO).

1. Full-time regular Employees shall accrue Paid Time Off, commencing with their date of hire and for such periods in regular status, in accordance with the schedule below. Regular part-time Employees shall accrue paid time off commencing with their date of hire, on a pro-rated basis in accordance with the schedule below.

Pay Period Cycles	Years of Service	Number of Days per Year	Number of Hours Per Pay Period
CYCLES 0 up to 26	0 up to 1 year of service	20	6.15
CYCLES 26 up to 130	1 up to 5 years of service	25	7.70
CYCLES 130 up to 312	5 up to 12 years of services	30	9.23
CYCLES 312 up to 520	12 up to 20 years of service	35	10.77
CYCLES 520 +	20 years and up	40	12.31

This accrual chart goes into effect the first pay period after ratification.

2. Paid Time Off (PTO) days or hours may be used for vacation, short-term illness, family emergencies, religious observances, preventative health care, dental care, personal

business, and other excused elective absences. Educational leave, bereavement leave and jury duty are paid in addition to PTO days and the PTO account is not charged with this time off.

3. Employees must exhaust all PTO before taking leave without pay unless approved in advance by the department head.
4. PTO days begin accruing on the day of employment and then continue to accrue on the basis of hours worked and the length of service; and may be used without a waiting period.
5. PTO hours may be used as soon as they are earned but may not be used in advance.
6. With the exception of emergencies or illnesses, PTO must be requested by the Employee in advance and agreed to in advance by the Department Head or Employee Manager. In cases of absences for emergencies or illnesses, the Employee shall notify the Department Head or Employee Manager as promptly as possible.
7. An Employee desiring to take PTO in blocks of five(5) days or more must make a request for the days by January 15th of each year. AHS shall post the resulting vacation schedule by March 15th of each year. Vacations requested during this request period are granted on the basis of seniority.
8. When written submission of a PTO request is required, the department head or designee shall respond within 15 calendar days in writing or shall schedule the PTO requested by the employee.
9. PTO must be used for all time off, except educational leave, bereavement leave, jury duty, military leave, holidays, and additional leave. Additional leave without pay can be granted only when all PTO has been exhausted.
10. Twice each calendar year, the employee may elect to convert into cash the PTO time accumulated, subject to any necessary deductions taken as provided by AHS policy. PTO hours not used or converted will be accumulated into the next year. However, PTO hours accumulated in excess of the maximum accumulation permitted shall be cashed out to an Employee in April and October of each year. The maximum accumulation of PTO shall be 500 hours.
11. Upon termination of employment with AHS or upon changing to SAN or Short Hour

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

status, all unused PTO hours will be paid off at the current hourly rate of pay including any shift differential in effect.

12. PTO hours may not be used to extend employment with AHS beyond the last day actually worked.

SEIU RN UNIT

ARTICLE 8 PAID TIME OFF

- 8.1 A full or part-time employee may use PTO for all absences such as vacations, personal or family needs, religious observances, routine medical or dental appointments, illness/injury or any other reason deemed appropriate by the employee. Employees must exhaust all PTO before taking leave without pay unless approved in advance by the department head.

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

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

8.3 SAN Employees.

Services-As-Needed employees do not accrue PTO.

8.4 PTO Accrual

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

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

**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

Alameda Health System
2024 Successor Bargaining
SLH-Article 7 Paid Leave/ RN Article 8 Paid Time Off/ GU
AHS Counter Proposal #22 Paid Time Off
Date offered: 6/24/2024
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20 years and up

1.539 days (12.31 hours) per pay period (40 days per year)

SEIU GENERAL UNIT

ARTICLE 11. PTO AND EXTENDED SICK LEAVE

Section 11.1. Paid Time Off (PTO) Leave

124. A full or part time employee may use PTO for all absences such as vacations, or personal or family needs, religious observances, routine medical or dental appointments, illness/injury or any other reason deemed appropriate by the employee. Employees must exhaust all PTO before taking leave without pay unless approved in advance by the department head.

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

126. Services-As-Needed employees do not accrue PTO.

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

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

Years of Service Accrual Rate

- 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)

129. **Extra Week of Unpaid Leave.** After one (1) calendar year from date of

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

For SEIU

For AHS

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Date 06/26/24

Date 6/26/2024

DRAFT ONLY - Tentative Agreement by Union members
Pending ratification vote by Union members



**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

**SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 4/12/2024**

The following proposal applies to the General Chapter MOU and the San Leandro Hospital MOU.

SEIU 1021 Counter to AHS Proposal #23 Uniform Allowance

ARTICLE 21. UNIFORM ALLOWANCE

~~291.~~ AHS shall reimburse employees in the classifications of Cook, First Cook, and Food Service Worker, for ~~one-half~~ the cost of up to eight (8) dietary uniforms per employee per fiscal year an annual stipend, every July 1, for up to \$200 for a pair of required footwear. Additionally, Cook and First Cook shall be reimbursed the full cost of chef's hats.

AHS shall provide employees in the classification of Gardener I, Gardener II, and Lead Gardener eleven (11) shirts, eleven (11) pairs of pants, two (2) jackets, two (2) coveralls, and two (2) hats. AHS shall also provide employees in the classification of Gardener I, Gardener II, and Lead Gardener an annual stipend, every July 1, for up to \$200 for a pair of work boots. AHS shall also launder the clothes at no cost to the employee.

AHS shall provide all employees in the Environmental Services (EVS) department eleven (11) shirts and eleven (11) pairs of pants. AHS shall also launder the clothes at no cost to the employee.


~~292.~~ With regard to the provision of uniforms for other classifications, AHS shall continue its current practice as of 9/30/2000.


- a. AHS will provide five (5) sets of shirts and pants to each employee in the classification of Gardner I and Gardner II as well as Environmental Service Worker. The employees in these classifications will be required to wear the uniform during work hours. At the discretion of the Department Head, the uniform will be replaced as needed.

For SEIU

For AHS







**SOME CHANGES INDICATED
BY TEXT/HIGHLIGHTS IN COLOR**

DRAFT ONLY - Pending ratification by SEIU members



SEIU Local 1021 Alameda Health System Bargaining Team
2024 Contract Negotiations
Date: 4/12/2024

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Date 6/17/2024

Date 6/17/2024

DRAFT ONLY - Tentative Agreement
Pending ratification vote by Union members