

**ALAMEDA HEALTH SYSTEM  
TO  
SEIU LOCAL 1021 (SLH UNIT)  
LAST, BEST AND FINAL  
COMPREHENSIVE ECONOMIC PROPOSAL**

**September 5, 2017**

This is an economic package proposal. The offer is contingent on the SEIU agreeing to all items herein. Non-economic proposals not referenced herein remain on the table.

**Term of Agreement**

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

**Wages:**

Effective Pay Period 17-01, Alameda Health System agrees to pay an across-the-board wage increase of 3.0 % for all classifications covered by this Agreement.

Effective Pay Period 18-01, Alameda Health System agrees to pay an across-the-board wage increase of 3.0% for all classifications covered by this Agreement.

Effective Pay Period 19-01, Alameda Health System agrees to pay an across-the-board wage increase of 3.0% for all classifications covered by this Agreement.

**Add to MOU - Education Fund – TA**

AHS agrees to meet with SEIU 1021 **January 2018** to discuss expansion of the SEIU UHW-West & Joint Employer Education Fund to SLH Employees with a proposed target date for implementation on **June 1, 2018**. **The Ed Fund for SLH should be equivalent to the Ed Fund currently provided to the SEIU 1021 - General Unit and include all classes and benefits provided to the GU.**

The purpose of the discussion would be to identify courses that will be of benefit to members, AHS and San Leandro Campus. The further goal of the discussion would include increased utilization of the program from the current participation rate throughout AHS.

**Article 6 - Holidays - Add 1 additional Floating Holiday**

**Article 7 B. 3. - Extended Sick Leave – Add additional criteria for immediate use.**

**Article 10 J. Weekend Differential**

**5% or \$15.00 per shift**

Article 12 – Health and Welfare Benefits

5. There will be no employee charge for the Freedom of Choice or HSA Independence Plan for calendar years 2017, 2018 and 2019. If there are major changes in medical plans and costs that are beyond the scope of regular cost or plan changes, the Union agrees to meet and confer with management to discuss these changes and cost structure. This discussion does not represent a waiver of Union rights outlined in the CBA including utilizing the grievance and arbitration clause.

A. Dental Plans - Withdrawn

1. REJECT

Article 14 LIFE INSURANCE - Withdrawn

REJECT

TLO and PTO – Both Parties agree to engage in discussions regarding TLO and it’s effects on PTO, to come to an agreement that will be entered into the MOU as a side letter. Discussions and Agreement to be finalized no longer than 60 (sixty) calendar days from September 5, 2017.

*R.A.H. SEN 1021 TA 9/5/17*

*President Hood*

ALAMEDA HEALTH SYSTEM  
COUNTER-PROPOSAL TO  
SEIU LOCAL 1021 SLH UNIT  
SAN CONVERSION PROPOSAL

April 18, 2017

Amend Article 5 – Employment Categories

F. Conversion of Services-As-Needed Employees to Regular Status

Any Services-as-Needed (SAN) employee who is regularly scheduled or permitted to work a 2/5ths weekly schedule or more, for a period of sixteen consecutive weeks will, upon request, be converted to regular part-time or full-time status. Conversion will not occur if the SAN is filling a position or a vacancy created by an employee on an approved leave.

*R. Hood*  
*4/26/17*

*TA*  
*[Signature]*  
*SEIU 1021*

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AHS Counter Proposal

TA

SEIU Local 1021 Proposal # 9 to SLH

~~April 19, 2017~~

8/23/17

JH

Article 20 PERFORMANCE IMPROVEMENT

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

*President Board, AHS*

*[Signature]*  
TA

**Tentative Agreement**  
**Alameda Health System and SEIU SLH UNIT**  
**Out of Class Pay**  
**July 12, 2017**

When an employee is specifically assigned to work out of classification to temporarily cover vacant regular positions or absences of other employees in higher level positions, the employee shall receive out of class pay of five percent (5%) above the rate they are receiving in the lower level classification. Such compensation shall be provided when the following conditions are met:

- A. Out-of-class pay shall apply to actual hours worked to cover the higher level position. This provision shall apply to employees in all employment categories.
- B. The employee must be assigned or regularly expected to cover the duties of the higher level position with the exception of preparation of performance evaluations.
- C. The employee must possess all required licensure, certifications and competencies for the higher level position.
- D. Out-of-Class pay shall not apply to training or orientation to higher level position.

This provision shall be effective the pay period 16-01 (12/20/2015).

Date: 7/12/17

For SEIU:

For AHS:

Pat D. Webb SEIU 1021  
Staff

Priscilla Hood

J. Cooper

P. E. SEIU 1021

E. [Signature]

[Signature]

[Signature]

[Signature]

Angela Kinsey

TENTATIVE  
AGREEMENT  
SEIU LOCAL 1021 SLH UNIT  
ALAMEDA HEALTH SYSTEM

**Amend Article 21 - DISCIPLINE WITHOUT PUNISHMENT /NOTICE OF TERMINATION  
/PERSONNEL FILES**

**C. Appeals**

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

B. **Recommended Terminations.** A recommended ~~suspension~~ *Retain CCL P. Ford* termination must be served on the employee in person or mailed. The notice should include:

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

C. **Skelly Hearings.** ~~The Union and AHS staff will meet periodically to jointly schedule hearings in advance.~~ Scheduling of hearings will occur within ten (10) business days from the date of the issuance of the recommended termination unless mitigating circumstances such as illness prevent the employee from attending the hearing within 10 days. Scheduling will be continued based on ~~determined~~ by the Union's reasonable estimate of the amount of time it will take to investigate and prepare their case. Hearings will be presided over by one Skelly Officer and shall be scheduled by mutual consent of the parties. Cancellations will only be by mutual consent unless there are emergency circumstances beyond either the Union's or the employee's control. The Skelly officer will make the final determination if a hearing should be rescheduled because of an emergency circumstance or order an alternate remedy. The Union will make reasonable, timely requests for information and AHS will comply in a reasonable, timely manner.

D. The Union or the employee shall have ten (10) business days after receipt of the written Skelly decision in which to submit a written appeal of the discipline. Any appeal shall be pursued under ~~Article 22~~, Grievance Procedure, by filing a grievance at the Step 3 level ~~(CEO or designee)~~ with the Director of Labor Relations

## Amend Article 22. 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 his/her designee. A grievance is an allegation by an employee, group of employees or the Union that AHS has violated written AHS policies and procedures or interpretation or application of a provision of this MOU provided that the issue is within the scope of representation as defined in Government Code Section 3504.
- B. **Grievance Steps.**
1. **STEP 1. Informal Meeting with Supervisor.** As a preliminary step, the employee shall first confer with his/her supervisor, or other appropriate manager, to attempt to resolve the matter prior to filing a written grievance. If the matter is not resolved pursuant to this informal meeting, or if the supervisor/manager refuses to meet informally, a written grievance may be initiated at Step 2, as provided below. No grievance shall be processed unless the employee or Union has attempted to meet with and/or notified the supervisor/manager. This preliminary step shall not apply to Union Grievances under Article 22, Section C. below.
  2. **STEP 2. Submission of Written Grievance to ~~Labor Relations Manager~~ Department Director.** A grievance by an employee or groups of employees that remains unresolved after the informal meeting is to be submitted in writing to the ~~AHS Labor Relations Manager~~ Department Director 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 remedy that is sought;
    - d. The date of the informal meeting with the supervisor/manager.
  3. Upon receipt of a Step 2 grievance, the ~~AHS Labor Relations Manager~~ Department Director will ~~shall~~ designate (within five (5) calendar days) the AHS senior operational or administrative management representative with authority to grant the requested remedy or otherwise resolve the grievance. The designated AHS senior operational or administrative management representative ~~shall~~ will meet with the grievant(s) and the Union Shop Steward and/or Union Representative within ten (10) business days of the receipt of the grievance from the ~~Labor Relations Manager~~ Union. The AHS senior operational or administrative management representative shall respond to the Step 2 grievance in writing within ~~seven (7)~~ ten (10) ~~calendar~~ business days of the Step 2 meeting. If the AHS senior operational or administrative management denies the requested remedy, the Union may appeal the matter to Step 3 within ten (10) ~~calendar~~ business days of receipt of the written Step 2 or, if there is no response, within ~~twenty two (22)~~ (20) ~~calendar~~ business days of the filing of the grievance at Step 2, the grievance shall automatically advance to Step 3.
  4. **STEP 3. Meeting with an ~~Executive~~ Chief Administrative Officer (CAO) or Designee.** Within ten (10) calendar days of receiving the request, there shall be a Step 3 meeting with an ~~Executive~~ the CAO 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) business days of the conclusion of the Step 3 meeting. If the grievance is not settled, within thirty (30) calendar days of the written Step 3 response either party may request in writing that the matter be referred to Step 4, Arbitration.

Date: 4/19/17

For SEIU

For AHS

A.A.P. [unclear] SEIU [unclear]

[Signature]

[Signature]  
[Signature]

Evangeline Kimery

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TENTATIVE AGREEMENT

AHS and SEIU 1021 – SLH UNIT

March 29, 2017

Amend Article 5. Employment Categories

E.

**E. Probationary Period**

A probationary period of ~~ninety (90) days~~ **six (6) months** from date of commencement of regular employment as a Staff Employee shall apply, during which an Employee may be terminated for any reason which in the judgment of AHS is good and sufficient, other than for reasons set forth in Article 3 of this Agreement. ~~The probationary period for a new Short Hour Employee or a Short Hour Employee hired after a break in service shall be ninety (90) calendar days or 250 hours worked, whichever comes later, but shall not exceed six (6) months unless otherwise agreed by the parties.~~

The parties agree that there will be no changes to Health and Welfare benefits, accrual of PTO or any other provisions of the MOU due to the length of the probationary period.

Employees who voluntarily rehired will have their seniority date adjusted in accordance with San Leandro Policy. Former employees rehired within 90 days of their termination date from San Leandro Hospital will be reinstated with the same service date as when they left employment. Former employees rehired after 90 days of their termination date, but before 180 days, will have their service date adjusted by the amount of time they were not employed by San Leandro Hospital. Previous service with San Leandro Hospital will count toward benefit eligibility.

Date: 4/19/17

For SEIU

Staff

For AHS

P. Hood

Amicus  
Delicia Lopez

( ) Evangeline Keisery

E. Keisery

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Tentative Agreement  
Stand by, Call Back and Extra Call  
February 28, 2017

Article 10. HOURS OF WORK

L. Stand-By and Call Back Pay

Personnel assigned to take call will meet criteria specific to labor contracts and job responsibilities. Call assignments not addressed in this Article or the MOU, will follow the guidelines outlined in San Leandro Hospital policy titled "Personnel Taking Call" dated 9/1/2012.

Staff assigned to stand-by in any area of the Hospital shall be paid at the rate of ½ the straight time rate when on stand-by. Staff on stand-by on recognized holidays shall be paid ¾ the straight time rate when on stand-by. If called to work when on stand-by, Staff shall be compensated at time and ½ the straight time rate as total compensation for all time worked when on call-back. The Staff shall also receive the shift differential for the hours paid for call-back on the evening (p.m) or night stand-by shifts. If called to work when on stand-by, Staff shall be guaranteed three hours of work or payment in lieu thereof.

The customary stand-by shift times are:

- 5:30 pm – 7:30 pm (2<sup>nd</sup> call)
- 7:00 pm – 11:30 pm (PC)
- 11:00 pm – 7:00 am (Night Call)
- 7:00 am – 7:00 pm (Weekend C1)
- 7:00 pm – 7:00am (Weekend C2)

Extra Call Shifts

Additional Call Shifts, not assigned as a Staff's core shift requirement, shall be assigned to staff requesting the extra shift(s) on rotation by seniority and tracked by type of shift on a calendar year basis.

For SEIU

[Signature] STAFF  
[Signature] STAFF  
[Signature]  
[Signature]  
[Signature]

For AHS

[Signature]  
[Signature]

~~2/28/17~~

### AHS Counter Proposal

### SEIU Local 1021 Proposal # 6 to SLH

February 28, 2017

Add to Article 19

Amend Article 19. Vacancy Posting

- A. Positions will be posted internally for not less than seven (7) calendar days to allow all interested employees the opportunity to apply for the position. Vacancies not filled through internal posting shall be posted on the AHS Website. Internal applicants in this bargaining unit shall be considered prior to outside candidates.

Amend section B

- B. SLH employees may apply for posted vacancies and be given preference in filling such vacancy on a seniority basis provided such applicants are the best qualified for the position. All internal applicants who apply during the first seven days will be interviewed and considered pursuant to Article 17 H 11 Paragraphs 12 or 13 as appropriate before external candidates. This does not prevent AHS from filling a posted vacancy on a temporary basis not to exceed sixty (60) days prior to filling the position. The foregoing sixty (60) day limit shall not apply to situations where AHS is filling a position temporarily vacant because of a leave of absence.

C. Notice to Unions.

~~When any vacancies occur within the MOU, AHS shall notify the Union~~ The Union may review posted vacancies on the AHS website and shall afford an opportunity to send potential applicants.

~~All benefited position covered by the MOU must be filled within 60 days. The union will receive a list of all job opening who have surpass the 60 day window.~~ The union may request a meet and confer if a position is not filled within 60 days.

TA 2/28/17

AHS  
President Fred

Pub. R. # SEN Staff

J. Cooper

Frizzo

Alfaro

Tommy

*[Handwritten signatures]*  
John Snow  
Edwin

AHS & SEIU 1021 – SLH

Tentative Agreement

February 28, 2017

Amend Article 9 – FMLA and Additional Leaves

New Language:

I. Educational Leave

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. To be used to help employees meet their “continuing education” requirements for licensure and certification.

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

Employees must apply for leave time in advance of the Program by filling out an “educational leave request” form and submitting it to the department director or manager.

The employee will be required to submit verification of Attendance / completion immediately following the Educational program.

Education programs must be a minimum of four (4) hours in Length to qualify as an educational leave paid day.

Unverified use of educational leave time will be charged as PTO and inappropriate, unverified time off charged to Educational leave may lead to disciplinary action.

Home study coursework and short (i.e. two hour) seminars can be combined to create a six (6) hour block, which can then be used as an education day.

Educational leave requests shall not unduly interfere with staffing. Permission for such job-related educational leave will not be unreasonably denied.

Requests for educational leave that fall on scheduled days off work may be honored, and a substitute day off arranged.

Educational leave requests shall not unduly interfere with staffing.

In the event of a Short Term Layoff, under Article 17. G., eligible employees approved for an educational program, may use an education leave.

Employees must provide documentation to the manager for calculation of time.

**V. PROCEDURE**

**A. Steps**

1. Employee completes Educational Leave Request form, listing name of program, date and length of program, etc.
2. Employee submits form to the Director or Manager of the department for approval.
3. Department Director or manager completes Educational Leave request form and approves or denies request.
4. Department Director or Manager returns a copy of the form to the employee as notification that leave request has been approved or why it has been denied.
5. Department Director or Manager retains original copy of request form for the employee's file.
6. Receipt of verification of attendance is noted on the bottom portion of the form by the Department Manager.

NOTE: Verification can be documented by Continuing Education Certification or other signed Certificate of Completion.

**VI. EDUCATIONAL LEAVE PAY**

- A. Time cards are coded as Educational Leave Pay.
- B. Educational Leave Pay is paid at base rate including shift premium when applicable.

For SEIU

MA # SEIU staff

For AHS

Priscilla And

afu

Donin

[Signature]

G. Bueley

J. Kodan

[Signature]

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Computation  
to  
Ed leave  
ADL (3)

**SEIU Local 1021 Proposal to SLH, February 7<sup>th</sup>, 2017 Proposal # 7- TA 2/28/17**

Article 17 Section G.

Offer eligible employees an education leave in order to complete CEU's or other educational requirements pursuant to article 9, employees must provide documentation to the manager for calculation of time up to the balance of the shift being cancelled. The Use of Education leave would be based on available paid leave time as outlined in Article 9.

PH



~~Lincoln~~  
~~Lincoln~~  
Christine Bentley

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**CONTRACT EXTENSION**

**BETWEEN**

**ALAMEDA HEALTH SYSTEM (AHS) AND SEIU LOCAL 1021 (SAN LEANDRO UNIT)**

This contract extension agreement is entered into between AHS and SEIU 1021 on behalf of represented employees covered by this agreement.


Whereas the parties entered into a collective bargaining agreement on July 1, 2014 through December 31, 2016 (the "Original Contract").


The parties agree to extend the Original Contract upon expiration for an additional one (1) month period. The contract will remain in full effect and will continue to be extended by one month thereafter, unless either party notifies the other to not extend the contract further, or until a new contract is agreed upon.

All terms and conditions of the Original Contract remain unchanged.

SEIU Local 1021 (SLH Unit)

Alameda Health System

  
SEIU 1021 Staff

  
Priscilla Hood, Labor Relations Manager

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TA #1

1/24/17

TENTATIVE AGREEMENT #1  
JOINT COMMITTEES  
January 24, 2017

**ARTICLE 23 SAFETY COMMITTEE JOINT COMMITTEES**

1. ~~**One represented employee and one alternate will be designated as members of the AHS Safety Committee. The employee participating in a meeting of the Committee will be released for attending. The Union will determine the method of selection of the participants.**~~

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

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

The parties agree that grievances shall be handled in accordance in Article 22 of the MOU.

3. **Departmental Patient Care Committees. The following areas will have one Departmental Patient Care Committee each:**

- Nursing, Respiratory Care, Sterile Processing, Radiology, Materials Management, EVS – 4 Representatives
- Medical Records, Admitting – 2 Representatives
- Pharmacy – 1 Representative
- Dietary – 1 Representative

The parties can agree to additional committees depending on need.

4. **Hospital Wide Patient Care Committee.** A hospital wide Patient Care Committee will include SEIU Local 1021 represented members. The Union will select **8** committee members to participate.

5. **Frequency of Meetings.** It is the joint responsibility of both labor and management to schedule meetings. The SLH Patient Care Committee will meet **every other** month and the Center-wide Committee will meet quarterly. The parties may agree on other schedules for meetings.

6. **Agendas.** Each side will present the other with agenda items at least one week prior to the meeting; items that are not discussed will be carried over to the next meeting. It is expected that departmental representatives will report to the center-wide committee on departmental committee activities and discussions; they will also report back on the Center-wide discussions and activities at the departmental committee meetings.
7. SLH agrees that SLH-SEIU employees are allowed to have one (1) seat on the Environment of Care Committee for members of the union's choice. One represented employee and one alternate will be designated as members. The employee participating in a meeting of the Committee will be released for attending. The Union will determine the method of selection of the participants.
8. ~~SLH and SEIU Local 1021 will share equally the cost of joint training for Patient Care Committee members up to a maximum total of \$50,000, \$25,000 each.~~

### QUALITY PATIENT CARE

9. The highest standards of quality patient care and patient service is the mutual goal of AHS SLH and the Union.
10. 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~~ may be discussed prior to a decision in the appropriate Patient Care Committee (PCC) or in a separate meeting with SEIU representatives as agreed upon. Excluding matters of emergency, the PCC shall have one month to meet at least twice on the subject. AHS shall notify SEIU of the proposed change to negotiate over impact for up to 45 days from the date the matter is submitted to SEIU. 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.
11. SLH and the Union embrace a collaborative review and evaluation process between management and employees in the Patient Care Committees to identify issues and specific recommendations to improve patient care and patient satisfaction. The parties further share a commitment to an evidence-based approach to such ongoing review and evaluation based on research, data collection and ongoing employee input. In order to facilitate this approach information, including but not limited to the following shall be reviewed in the Patient Care Committees:
  - Departmental Staffing Plan and relevant formula, if any
  - Patient Census Numbers

- Compliance with California State Nurse Staffing Ratios
- Agency usage records
- Overtime work records
- Patient satisfaction data
- Employee satisfaction data
- Employee vacancy and turnover rates including the time taken to fill each vacancy
- Patient Acuity
- Information and reports related to sentinel events
- Information submitted to the Joint Commission and state or federal regulatory agencies

For SEIU

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For AHS

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12/4/17

**Alameda Health System and SEIU SLH UNIT  
2016 San Leandro Hospital  
Wage Reopener Agreement  
April 12, 2016**

The parties agree on the following increases:

Across The Board Increase:

- |                         |      |                  |
|-------------------------|------|------------------|
| 1. Effective 12/20/2015 | 1.0% | Pay period 16-01 |
| 2. Effective 6/19/2016  | 2.0% | Pay period 16-14 |

Date: April 12, 2016

For SEIU:

For AHS:

