

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

August 29, 2017

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

Duration and Wages

Duration:

A three (3) year contract, commencing on April 1, 2017 through March 31, 2020.

Wages:

Effective Pay Period 14 of 2017, Alameda Health System agrees to pay an across-the-board wage increase of three percent (3%) for all classifications covered by this Agreement.

Effective Pay Period 14 of 2018, Alameda Health System agrees to pay an across-the-board wage increase of three percent (3%) for all classifications covered by this Agreement.

Effective Pay Period 14 of 2019, Alameda Health System agrees to pay an across-the-board wage increase of three percent (3%) for all classifications covered by this Agreement.

24.3 Conversion of Services-As-Needed Employees to Regular Status

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

Conversion will not occur if the SAN is filling a position or a vacancy created by an approved and documented long term leave or if filling a position for an employee on vacation or utilizing PTO. A long term leave for purposes of this paragraph is an approved leave of five (5) working days or more. If a SAN continues to work in the position after the expiration of the approved leave, the rolling twelve (12) month period will begin to run upon the expiration date of the approved leave.

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

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

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

352. If the SAN employee is filling a vacancy created by a regular employee who is on a leave of absence, the SAN employee's request (for conversion) will be considered after expiration of the leave. When the regular employee returns to work, the regular employee may be entitled to return to the position occupied by the SAN in accordance with applicable law, as well as AHS policies and procedures. When the regular employee returns to work the provisions of Article 28 may apply.

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

If the employee is eligible for conversion to regular status, the Human Resources Department will complete such transaction within twenty-one (21) calendar days of the receipt of the request from the employee.

354. Disputes regarding such conversions shall be subject to Article 32, Grievance Procedure.

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

Training Pay

If an employee is assigned to train or orient an employee for a specific period of time of not less than one shift, the employee assigned will be paid an additional per hour premium for the time period he or she is assigned to train or orient the employee. The premium will be paid according to the employee's group classification (as defined in Appendix A of the Memorandum) as follows:

Group 1 - \$3.27

Group 2 - \$1.57

Group 3 - \$1.47

Wage Parity

Effective Pay Period 14, AHS will adjust the wage scale for the following job classifications by the percentages listed below.

The increases outlined below also apply to SANs working in the positions below.

Classification	% Increase
Accountant II	3.00%
Billing Technician III	3.00%
Buyer I	3.00%
Buyer II	3.00%
Care Management Community Health Worker	10.00%
Care Management Specialist	5.00%
Central Sterile Processing Tech	3.00%
Central Supply Technician II	3.00%
Central Supply Technician III	3.00%
Clinical Lab Scientist I	3.00%
Clinical Lab Scientist II	3.00%
Clinical Lab Scientist, Trainee	3.00%
Clinical Pharmacist Specialist	3.00%
Clinical Pharmacist, Transitional Care	3.00%
Clinical Psychologist	3.00%
Community Outreach Worker	5.00%
Laboratory Assistant III	3.00%
Lactation Consultant	10.00%
Materials Management Technician I	10.00%
Materials Management Technician II	10.00%
Materials Management Technician III	3.00%
Morgue Attendant	10.00%
Occupational Therapist I	3.00%
Patient Care Access Coordinator	3.00%
Patient Navigator	3.00%
Pharmacist	5.00%
Pharmacy Systems Analyst/Pharmacist	5.00%
Physical Therapist I	5.00%
Physical Therapist II	5.00%
Psychiatric Social Worker I	3.00%
Psychiatric Social Worker II	10.00%
Radiology Technician II	3.00%
Registered Respiratory Therapist	3.00%
Rehabilitation Counselor I	3.00%
Rehabilitation Counselor II	3.00%
Telemetry Monitor Technician	3.00%

Signed Tentative Agreements

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

ALAMEDA HEALTH SYSTEM



BY: Tony Redmond

Dated: 9/5/17

SEIU LOCAL 1021 – GENERAL UNIT



BY: Kim Carter-Martinez

Dated: 9/5/17

**ALAMEDA HEALTH SYSTEM AND SEIU LOCAL 1021
SIDE LETTER AGREEMENT
REGARDING ONGOING MEET AND CONFER PROCESSES**

This Side Letter Agreement applies to all AHS bargaining units represented by SEIU Local 1021: the General Unit; the RN Unit; and the San Leandro Hospital Unit.

AHS and the Union recognize that prior to and apart from successor negotiations, the parties were engaged in meet and confer processes over a number of issues. Unless explicitly stated, nothing in the successor MOU purports to conclude or otherwise terminate those meet and confer processes. The parties' pre-existing meet and confer obligations are not altered by the agreement and ratification of the successor MOU.

A. Robinson

9/5/17

H. Carter Marting

9/5/17

**ALAMEDA HEALTH SYSTEM AND SEIU LOCAL 1021
SIDE LETTER AGREEMENT ON AB 119**

This Side Letter Agreement applies to all AHS bargaining units represented by SEIU Local 1021: the General Unit; the RN Unit; and the San Leandro Hospital Unit.

Upon ratification of the bargaining units' successor MOUs with terms beginning in 2017, AHS and the Union shall meet and confer over the implementation of AB 119 (part of the state's 2017 "Budget Bill," Cal. Const. , Art IV, §12). The purpose of the meet and confer process shall be to reach a Side Letter Agreement to be attached to all three MOUs specifying how the parties will implement AB 119.

The parties shall complete the meet and confer process by December 1, 2017. The parties stipulate that they shall not request interest arbitration prior to December 1, 2017.

A. Redmond
9/5/17

K. Carter Marting
9/5/17

**ALAMEDA HEALTH SYSTEM'S
TENTATIVE AGREEMENT WITH
SEIU LOCAL 1021 (GENERAL UNIT)'S
RE: LIFT TEAMS PROPOSAL (#17)**

August 29, 2017

Safe Patient Handling Program

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

1. A written Patient Protection and Health Care Worker Back and Musculoskeletal Injury Prevention Plan and safe patient handling policy in accordance with California Labor Code Section 6403.5; and
2. The designation of three (3) clinical staff with demonstrated lift competency per shift, per unit; and
3. Require proper use of available lift equipment; and
4. Timely repairs of and preventative maintenance on lift equipment; and
5. Powered patient transfer and/or lifting devices will be made available to all appropriate units by January 1, 2018; and
6. Training to be completed for appropriate employees by December 31, 2017; 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
9. AHS will upon request meet with Local 1021 and, up to two bargaining unit members designated by Local 1021, to review the progress of implementing this provision and to discuss the need for any additional lifting assistance that may be required for specific units on specific shifts. AHS will, upon request, provide Local 1021 with information concerning any issues of ongoing concern.

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ALAMEDA HEALTH SYSTEM



BY: Tony Redmond

Dated: 2/3/12

SEIU LOCAL 1021 – GENERAL UNIT

BY: Kim Carter-Martinez

Dated: K. Carter-Martinez

**ALAMEDA HEALTH SYSTEM'S
TENTATIVE AGREEMENT WITH
SEIU LOCAL 1021 (GENERAL UNIT)'S
RE: PERSONAL EMERGENCY LEAVE (#8)**

August 29, 2017

Article 11: PTO and Extended Sick Leave, Paragraph 152

Personal Emergency Leave. An employee shall be allowed two (2) days in any calendar year from his/her regular PTO allowance for unexpected, unplanned emergency situations. Such personal leaves shall be in segments of four (4) hours. 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 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.

ALAMEDA HEALTH SYSTEM



BY: Tony Redmond

Dated: 8/29/17

SEIU LOCAL 1021 – GENERAL UNIT

BY: Kim Carter-Martinez

Dated: Kim Carter Martinez
9/5/17

**ALAMEDA HEALTH SYSTEM
TENTATIVE AGREEMENT WITH
SEIU LOCAL 1021 (GENERAL UNIT)
RE: LEAD PAY PROPOSAL (#20)**

August 24, 2017

Paragraph 238 – Lead/Charge Differential

Employees who are assigned to and perform lead duties for an entire shift when such duties are not incorporated in the scope of their classifications, not to exceed one (1) employee per unit per shift, shall receive a differential of five percent (5%) based on their regular straight time pay.

AHS shall define in writing qualifications to serve as lead/charge. Each employee who meets the qualifications will be eligible for a lead/charge assignment. When more than one employee on a shift possesses the same skills and experience, seniority will determine who is assigned lead duties.

ALAMEDA HEALTH SYSTEM

SEIU LOCAL 1021 – GENERAL UNIT


BY: Tony Redmond


BY: Kim Carter-Martinez

Dated: 8/24/17

Dated: 9/15/17

**ALAMEDA HEALTH SYSTEM
TENTATIVE AGREEMENT WITH
SEIU LOCAL 1021 GENERAL UNIT
RE: DISCIPLINE**

August 29, 2017

ARTICLE 31. DISCIPLINARY ACTION/NOTICE OF

TERMINATION/PERSONNEL FILES

Section 31.1. Disciplinary Action.

415. AHS agrees to the principles of progressive discipline where appropriate and to due process as set forth in this Section. It is the intent that disciplinary action be corrective in nature and will only be administered for just cause. Waiver of an employee's right to Union representation during a disciplinary meeting or step meeting will be in writing.
416. All problems employees have are divided into three categories or tracks:
- A. Attendance- violations of the attendance and other related policies.
 - B. Performance
 - i) Neglect of duties- generally knowing how to do the work but just not doing it or finishing it.
 - ii) Incompetence- not knowing how to do work which is reasonably in the job description. Training or retraining will be offered initially.
 - C. Behavior- conduct inconsistent with the employee's job description, the law, or AHS standards and policies.

Disciplinary actions generally follow one of these tracks. Progressive discipline applies separately to each track or tracks although there could be occasions when the offenses cover two or even three tracks.

417. **Progressive Discipline Steps.** The following are the progressive disciplinary steps; they will be followed where appropriate. They should be initiated as soon as the continuation of the problem is evident, but in

any event no later than 3 months after the performance improvement stages have been followed (Article 30). Unless waived, the employee will have Union representation at each of these steps in this Article. The step in the process is determined by factors including, but not limited to, severity of the offense, impact on patients, other employees and/or operations, date of the last discipline, and other mitigating or aggravating factors.

418. **Reminder One and Reminder Two.** At the meeting the employee will be reminded of the policy standard or performance/behavioral expectation and his/her responsibility to meet it. The employee will be asked to make a commitment to correct the issue and if that commitment is made, a memorandum memorializing the meeting and commitment will be jointly prepared by the supervisor/manager, the employee and the Union and signed. A copy will be shared with all parties to the conversation and the memorandum will be placed in the employee's personnel file. If the employee does not want to accept the Reminder and instead wants to contest it, s/he will have the right to grieve Reminders One or Two up to Step 3. In this case the supervisor/manager will write the memorandum and that will be the basis for the grievance. In no event will supervisors, managers or HR be involved in, or recommend whether employees elect to accept a Reminder or appeal it. If the reminder is contested and upheld in the grievance process, it will be entered into the employee's personnel file and counted as a progressive step in the disciplinary process.
419. **Final Reminder or Suspension.** If the issue persists, another meeting will be held with the employee. The employee will be entitled to union representation in the event of a Weingarten meeting and the final meeting with the employee. He/she will be told of the pending problems that have continued and asked whether he/she could commit to change. If the employee commits in this meeting, he/she returns to work. If the employee does not commit and wants to contest the issue, AHS will issue a Skelly letter pursuant to the process described below for an appropriate suspension not to exceed five working days or 40 core shift hours, whichever is less. Suspensions are grievable to Step 4 (arbitration)..
420. **Final Reminder.** If after the Final Reminder and commitment or suspension, the problem still persists, the employee is sent a Skelly letter as described below and the Skelly process is followed.

421. **Appeals**

- A. Reminder ones and twos are grievable up to the third step.
- B. Suspensions are grievable as noted above.
- C. Terminations are grievable as noted below.

422. **Recommended Suspensions, And Terminations.** A recommended suspension/termination must be in writing by the supervisor/manager and served on the employee in person or mailed. The notice should include:

- A. A statement of the nature of the disciplinary action.
- B. A statement of the cause of the action.
- C. A statement in ordinary and concise language of the act or omission upon which the action is based.
- D. A statement of the employee's right to respond either orally at a meeting requested by the employee, or in writing and timeframes for responding.
- E. Record of prior steps in the process

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

424. **Skelly Hearings.**

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

425. **Appeal Of Skelly Decision.** The Union or the employee shall have ten (10) days after receipt of the written Skelly decision in which to submit a written appeal of the discipline. Any appeal shall be pursued under Article 32, Grievance Procedure, by filing a grievance at Step 4 (arbitration).

426. **Weingarten Rights.**

- A. AHS will perform an investigation of allegations as needed, including Weingarten interviews.
- B. **Rights Described.** AHS shall permit employees to be represented during investigatory meetings consistent with the principles established by the United States Supreme Court in the matter *Weingarten vs. NLRB*, as modified by the courts and the NLRB.
- C. **Failure to Grant Weingarten Rights.** If an employee is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the employee is provided such rights and no disciplinary action shall take place until after the meeting is held.

427. **Implementation.**

- A. Counting Disciplinary Actions Given Prior to Implementation. Employees will be transitioned over to the new disciplinary system on the following scale:

Old Progressive Discipline Step		New
Minor suspension (under 6 days)	is considered to be at the	Reminder 1
Major Suspension (6 days and	is considered to be at the	Reminder 2

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

B. Implementation, Communication and Monitoring Committee. The parties agree that implementation, communication and monitoring the program is crucial to the program's success. A joint labor management team made up of no more than three general unit members and three RN unit members and no more than six management representatives will develop implementation plans including a timetable and communications to both supervisors/managers and employees. Union members will be given the requisite release time to attend the committee meetings. The committee will also monitor the program to keep it on track. The committee will have two months to implement the program and shall meet no less than once per week for whole days for this purpose.

Section 31.2 Personnel Files.

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

429. **Placement and Removal of Disciplinary Material in Personnel (H.R.) File.** No disciplinary material shall be inserted in an employee's personnel (H.R.) file without his/her prior notice. Discipline will be removed from an employee's official personnel (H.R.) file upon request of the employee after two (2) years from the date of the Skelly Decision or Settlement Agreement. All requests must be presented in writing to the CNE/Department Manager or Designee. Provided that no discipline of a similar nature has taken place for two years, failure of the Employee to have the discipline removed does not grant permission for AHS to continue to utilize the materials in subsequent actions; materials that are greater than

two years old are considered stale and unusable. This does not apply to disciplines for patient abuse.

ARTICLE 32. GRIEVANCE AND ARBITRATION

430. **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.
431. **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 Paragraph 437.
432. **STEP 2. Submission of Written Grievance to Department Director/Manager.** A grievance by an employee or groups of employees that remains unresolved after the informal meeting is to be submitted in writing to the Department Director/Manager, with a copy to Labor Relations, 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:
433. The section of the MOU or written policy or procedure violated;
- A. The detailed facts upon which it is based;
 - B. The remedy that is sought;
 - C. The date of the informal meeting with the supervisor/manager
434. Upon receipt of a Step 2 grievance, the Department Director/Manager The Director/Manager or administrative management representative 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 senior operational or administrative management representative shall respond to the Step 2 grievance in writing within seven (7) calendar 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 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.

435. **STEP 3. Meeting with the CAO.** Within ten (10) calendar days of receiving the request, there shall be a Step 3 meeting with the CAO or his/her 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 either party may request in writing that the matter be referred to Step 4, Arbitration.
436. **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.
437. **Union Grievances.** Grievances by the Union under Paragraphs 6, 7, or 8 of this MOU, Recognition, may be filed at Step 3 of the Grievance procedure.
438. **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 of the grievance. With the exception of Step 4, if AHS fails to adhere to the time limits set forth in the Grievance Procedure, the grievance will be automatically advanced to the next step.

439. 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.

440. **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 he/she shall have no power to add to, to subtract from or to change any of the terms or provisions of this MOU. The award shall be based upon the joint submission agreement of the parties, or in the absence of an agreed submission, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.

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

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

ARTICLE 30. PERFORMANCE IMPROVEMENT

In order for AHS to attract and retain patients and be financially viable in the future, the Union and AHS agree that employees must be productive, competent and well 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.

413. **Coaching/Counseling.** 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 performance and behaviors that align with expected standards as well as coaching to expectations that drive performance; they should be face to face conversations that occur during the shift 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. These conversations may be documented at the request of either the manager/supervisor or employee, but in no event will it be placed in the employee's personnel file.

ALAMEDA HEALTH SYSTEM

SEIU LOCAL 1021 – GENERAL UNIT



BY: Tony Redmond



BY: Kim Carter-Martinez

Dated: 9/5/17

Dated: 9/5/17

ALAMEDA HEALTH SYSTEM
TENTATIVE AGREEMENT WITH
SEIU LOCAL 1021 (GENERAL UNIT)
RE: OUTSIDE APPLICANTS PROPOSAL (#14)

August 22, 2017

Paragraph 371

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 he/she 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 Scheduling 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 must approve.

ALAMEDA HEALTH SYSTEM

SEIU LOCAL 1021 – GENERAL UNIT



BY: Tony Redmond



BY: Kim Carter-Martinez

Dated: 8/22/17

Dated: 8/22/17

**ALAMEDA HEALTH SYSTEM
TENTATIVE AGREEMENT WITH
SEIU LOCAL 1021 (GENERAL UNIT)
RE: SIDE LETTER AGREEMENT ON BILINGUAL PAY (#11)**

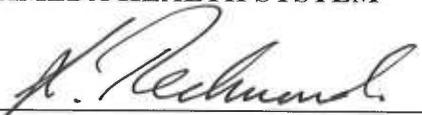
August 1, 2017

AHS and SEIU Local 1021 (collectively, "the Parties") agree that the current MOU sections governing Bilingual Pay do not accurately capture the current practice and usage of bilingual employee services. In order to ensure that all bargaining unit member regularly using bilingual skills are fairly compensated, the Parties agree as follows:

1. Within 30 days of the ratification of the successor MOU by the Parties, the Parties shall convene a committee ("Joint Committee") to meet and confer over the practice of employees other than interpreter/translator to provide language and translation services, including compensation for such services.
2. The Joint Committee's review will include: compensation for bilingual services; industry practices for interpretive services and bilingual pay; language proficiency requirements for Level 1 and Level 2 certifications; translation services that will be assigned to employees with Level 1 and Level 2 certifications; protocols for the assignment, reassignment, and termination of Level 1 responsibilities; and procedures for requesting an audit of how much time an employee is called upon to use bilingual skills.
3. Within 90 days of the ratification of the successor MOU by the Parties, the Joint Committee shall propose new and/or revised language in the Side Letter regarding Bilingual Pay.
4. By mutual agreement, the Parties may incorporate the Joint Committee's recommendations in the MOU during the term of the MOU.
5. The Joint Committee shall not recommend reducing Bilingual Pay for bargaining unit members.
6. The Joint Committee will consist of three representatives selected by AHS and three representatives selected by SEIU Local 1021. In addition, the Vice President of Support Services will be a seventh non-voting member, who will also be the chairperson of the Joint Committee.

ALAMEDA HEALTH SYSTEM

SEIU LOCAL 1021 – GENERAL UNIT


BY: Tony Redmond


BY: Kim Carter-Martinez

Dated: 8/1/17

Dated: 8/1/17

**ALAMEDA HEALTH SYSTEM
TENTATIVE AGREEMENT WITH
SEIU LOCAL 1021 (GENERAL UNIT)
RE: PREMIUM CONDITIONS (PROPOSAL #17)**

July 18, 2017

Section 15.3 Premium Conditions

226. The following provisions—shall apply to the classifications listed in this Paragraph when such employees are assigned to a twenty-four (24) hour unit.
- A. Certified Nursing Assistant, Certified Nursing Assistant SAN, LVN, LVN-IV Certified, LVN SAN, Surgical Tech, Clinical Lab Scientist I, Clinical Lab Scientist II, Clinical Lab Scientist III, Clinical Lab Scientist I SAN, Clinical Lab Scientist II SAN, Pharmacist, Pharmacist SAN, Rad Tech I, Rad Tech 11, Rad Tech III, Rad Tech IV, Sonographer I, Sonographer II, and Sonographer III, Mammo/QA Tech, Psych Tech, Psych Tech SAN, Pharmacy Tech, Respiratory Care Practitioner I, Respiratory Care Practitioner II, Registered Respiratory Care Practitioner, Respiratory Care Practitioner II SAN, Senior Respiratory Care Practitioner (Registered), Inhalation Therapy Aide, Mental Health Specialist I, Mental Health Specialist II, Mental Health Specialist II SAN, Lab Assistant I, Lab Assistant II, Lab Assistant III, Pulmonary Function Tech, Health Services Trainee, Medical Assistant, Eligibility Specialists I, Eligibility Specialists II, Eligibility Specialists III, Eligibility Clerks and ED Tech's.

ALAMEDA HEALTH SYSTEM

SEIU LOCAL 1021 – GENERAL UNIT



BY: Tony Redmond



BY: Kim Carter-Martinez

Dated: 7/18/17

Dated: 7/18/17

**ALAMEDA HEALTH SYSTEM
TENTATIVE AGREEMENT WITH
SEIU LOCAL 1021 (GENERAL UNIT)
RE: EDUCATIONAL STIPENDS (PROPOSAL #16)**

July 11, 2017

203. Upon the approval of the Department Head of any plan submitted by an employee to engage in job-related educational courses which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities 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 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. Individual receipts under \$100 shall be submitted once a quarter and individual receipts \$100 and over shall be submitted once a month. AHS will prescribe the due dates for the submission of receipts.

ALAMEDA HEALTH SYSTEM

SEIU LOCAL 1021 – GENERAL UNIT



BY: Tony Redmond



BY: Kim Carter-Martinez

Dated: 7/11/17

Dated: 7/11/17

**ALAMEDA HEALTH SYSTEM
TENTATIVE AGREEMENT WITH
SEIU LOCAL 1021 (GENERAL UNIT)
RE: LONGEVITY STEPS (PROPOSAL #13)**

July 11, 2017

Paragraph 212

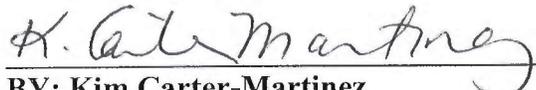
The longevity step established by Paragraph 212 contained in the 2014-2017 Memorandum of Understanding will continue in effect.

ALAMEDA HEALTH SYSTEM

SEIU LOCAL 1021 – GENERAL UNIT



BY: Tony Redmond



BY: Kim Carter-Martinez

Dated: 7/11/17

Dated: 7/11/17

**ALAMEDA HEALTH SYSTEM
TENTATIVE AGREEMENT WITH
SEIU LOCAL 1021 GENERAL UNIT
CONTRACT NEGOTIATIONS**

April ^{25 pnc} ~~18~~, 2017

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

ALAMEDA HEALTH SYSTEM

SEIU LOCAL 1021 - GENERAL UNIT



BY: Tony Redmond



BY: Kim Carter-Martinez

Dated: 4-25-17

Dated: 4/25/17

**ALAMEDA HEALTH SYSTEM
TENTATIVE AGREEMENT WITH
SEIU LOCAL 1021 GENERAL UNIT
RE: PROPOSAL #15, ARTICLE 14**

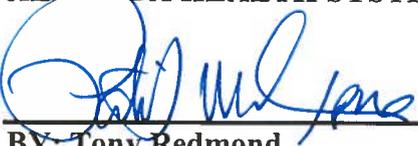
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016
April ~~18~~, 2017

Article 14

Regular full-time and part-time employees with more than three months of continuous service, who are required to maintain a professional license or certification to meet the qualifications of their position, are eligible to receive paid educational leave.

Other bargaining unit members may be granted paid educational leave if prior to the leave, they are able to show that their attendance at a class or other educational program is part of a planned educational program that will lead to obtaining a certification or license relevant to the employee's career path with AHS, within a reasonable period of time.

ALAMEDA HEALTH SYSTEM


BY: Tony Redmond

Dated: 4-25-17

SEIU LOCAL 1021 - GENERAL UNIT


BY: Kim Carter-Martinez

Dated: 4/25/17

**ALAMEDA HEALTH SYSTEM
TENTATIVE AGREEMENT WITH
SEIU LOCAL 1021 GENERAL UNIT
RE: LEAVES OF ABSENCE**

March 28, 2017

Article 9, Paragraph 98

Duration: A leave of absence may be granted by a Department Manager for a period of time substantiated by the employee's request. The leave should not exceed twelve (12) months within eighteen (18) months of the commencement of the first leave. The duration of a leave of absence will be extended if necessary to accommodate a disability.

ALAMEDA HEALTH SYSTEM

SEIU LOCAL 1021 – GENERAL UNIT





BY: Tony Redmond

BY: Kim Carter-Martinez

Dated:

3/28/17

Dated:

**ALAMEDA HEALTH SYSTEM
TENTATIVE AGREEMENT WITH SEIU LOCAL 1021 GENERAL UNIT
RE: ARTICLE 22, SECTION 22.2
RETIREMENT PLANS**

March 21, 2017

Defined Contribution Retirement Plans

All regular full-time and part-time employees regularly working at least twenty (20) hours per week, are eligible to participate in AHS's 457 and 403(b) defined contribution retirement plans (the "Plans"). Eligible employees may make both pre-tax and post-tax contributions up to the limits established by the IRS for the Plans. Part-time employees with an FTE of .5 or higher who are not participating in ACERA will be eligible for a 3% match in the 403b. Any employee participating in ACERA is not eligible for the 3% match into the 403(b) plan

ALAMEDA HEALTH SYSTEM

SEIU LOCAL 1021 – GENERAL UNIT



BY: Tony Redmond



BY: Kim Carter-Martinez

Dated: 3/21/17

Dated: 3/21/17

**ALAMEDA HEALTH SYSTEM AND SEIU LOCAL 1021
GENERAL BARGAINING UNIT AND REGISTERED NURSE BARGAINING UNIT**

**SIDE LETTER AGREEMENT
RE: EXPEDITED ARBITRATION OF DESIGNATED PENDING UNRESOLVED
GRIEVANCES**

October 20, 2017

AHS and SEIU Local 1021 recognize the need to quickly and fairly resolve a designated list, Appendix A to this Side Letter Agreement, of pending grievances not currently scheduled for arbitration. Thus, the parties agree to establish an expedited arbitration procedure, set forth in this Side Letter, to arbitrate and resolve all grievances listed in Appendix A. The expedited arbitration process will take into account the due process rights and interest of the individual employee/grievant, AHS, and SEIU Local 1021, as well as the intention of AHS and SEIU Local 1021 to finally resolve and to dispose of all designated grievances.

The expedited arbitration process shall operate according to the following provisions:

- (1) The parties agree on the list of grievances to be resolved and it is memorialized as Appendix A to this Side Letter. This list contains all the grievances subject to this Side Letter. No grievance shall be added to, or removed from, this list unless the parties mutually agree to the change.
- (2) The parties agree that each of the grievances listed on Appendix A shall be heard by one of the following two arbitrators: Robert Hirsch and John Kagel, depending on the availability of the arbitrators. Neither arbitrator shall hear more than 75% of the total number of cases subject to this Side Letter.
- (3) The arbitrators' decisions shall be final and binding on the parties.
- (4) The expedited arbitrations will be conducted in a manner so that the employee/grievant is provided the opportunity to be present and to present evidence to the arbitrator. If the Grievant is not present for the arbitration, unless mutually agreed otherwise by AHS and SEIU Local 1021, the grievance will be denied.
- (5) The parties agree to meet with the designated arbitrators within thirty (30) days of the execution of this Side Letter to schedule expedited arbitration dates. The parties agree to set a schedule for all designated grievances as soon as possible. The parties and the arbitrator shall also meet to discuss a process for the disclosure of information and documents before and at the arbitration hearing. Once an arbitration is scheduled, it can be rescheduled only with mutual agreement from AHS and SEIU Local 1021.
- (6) For each scheduled day of expedited arbitration, the parties shall schedule no fewer than two grievances from Appendix A to be heard.

(7) The parties stipulate to the arbitrators' discretion to apply the rules of evidence as necessary to preserve the integrity of the process.

(8) AHS will use its staff, including in-house counsel, to present AHS's cases at expedited arbitration. SEIU Local 1021 will use its staff, including Field Representatives, to present the Grievant's case at the expedited arbitration. Either party can utilize outside counsel for the expedited arbitration, but they must provide the other no less than fifteen (15) days' notice. Should one party opt to utilize outside counsel to present its case, the other side expressly reserves the right to do the same and will notify the other in advance of the hearing.

(9) The parties agree that the burden of proof in all cases shall be the preponderance of the evidence, and that AHS shall bear the burden with regard to the showing of just cause.

(10) With regard to the grievances in "Grievant Group A" of Appendix A, the timeliness of the grievance filing and the request for arbitration will be the threshold issues that will be decided by the arbitrator before evidence is taken on the merits of the grievance. SEIU Local 1021 bears the burden of proof on the threshold issue. Grievances that were not filed and arbitrations not requested in accordance with the procedures and timelines set forth in Article 32 of the MOU will be denied. The arbitrator will meet with the representatives of the parties to issue a determination on the threshold issue. Even if the arbitrator determines that a grievance is to be dismissed because it was not properly filed, and/or arbitration was not properly requested, the grievant may be provided the opportunity to testify and be heard at the hearing.

(11) The parties agree that they shall make every attempt to submit to the Arbitrator in each case a stipulated written record. If the parties are unable to agree to a stipulated written record, the parties shall submit all documents they intend to introduce at the start of the expedited arbitration. The Arbitrator will have the authority to resolve all disputes related to the authenticity or admissibility of documents at the hearing. If the arbitrator finds it appropriate, he may allow the parties to submit declarations and statements from witnesses.

(12) If a grievance is granted, the parties will meet (or conduct a telephone conference) with the arbitrator to determine how and when evidence related to the grievant's interim earnings and/or mitigation will be submitted by the grievant. The Arbitrator retains jurisdiction over damages and mitigation, including the authority to reduce damages.

(13) The parties may call witnesses and parties shall have the right to cross-examine the opposing party's witnesses. Witness testimony shall be limited to the subject or subjects necessary to resolve the particular grievance.

(14) Unless mutually agreed otherwise, the parties shall not submit written briefs, but may elect to make closing statements. The Arbitrator shall issue a "bench decision" at the conclusion of each arbitration. Upon request of either party, the Arbitrator will state the rationale for his decision in a written decision not to exceed one page in length. The Arbitrator shall retain jurisdiction over issues related to the remedy including, but not limited to, mitigation of damages.

(15) If any party wishes to have a transcript of the proceedings, it shall make its own arrangements for a court reporter. The party requesting a court reporter shall bear the full costs associated with engaging the court reporter. If one party intends to engage a court reporter for a particular case, it must inform the other party no fewer than ten (10) days prior to the expedited arbitration.

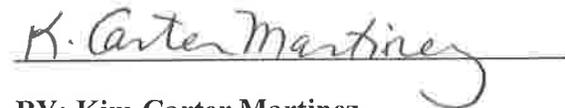
(16) All parties shall bear their own expenses incurred in connection with expedited arbitration. Each party shall pay 50% of the fees and costs for the engagement of the Arbitrator.

(17) Nothing in this Side Letter Agreement purports to affect grievances that are currently the subject of pending arbitration between the Union and AHS under the normal arbitration procedure.

ALAMEDA HEALTH SYSTEM

BY: Tony Redmond
Date:

SEIU LOCAL 1021 (General Unit)



BY: Kim Carter Martinez
Date: 10/23/17

SEIU LOCAL 1021 (RN Unit)



BY: Ann Schuyler
Date: 10/23/17

**SIDE LETTER AGREEMENT
EXPEDITED ARBITRATION OF 2011- 2016 GRIEVANCES
APPENDIX A**

October 20, 2017

Grievant Group A¹

Burton, Sandra - Termination – 8/13/2014

Cole, Donna – 5 day suspension and 8 day suspension – 10/2/2012 and 4/3/2013

Endo, Shizue – Termination – 9/6/2014

Johnson, Gwendolyn – 15 day suspension – 1/11/2012

Sherry, Susan – 15 day suspension – 7/25/2014

Uwakwe, Chinelo – Termination – 10/18/2012

Young, Miniimahe – Termination – 10/28/2016

Grievant Group B²

Alberty, Tosha – Termination – 1/27/2014

Behn, Tonita – Termination – 1/26/2015

Burch, Leslie – Termination – 5/12/2016

Cardinale, Robert – 5 day suspension – 8/18/2014

Evans, Troy – Termination – 5/25/2012

Rios, Luciano – 10 day suspension – 8/13/2014

Spencer, Alice – 20 day suspension and termination – 5/3/2012 and 10/8/2014

Velasco, Johanna – 5 day suspension – 8/18-2014

¹ **Grievant Group A**: Employees/grievants for whom the threshold issue (timeliness of the grievance filing and/or the written request for arbitration) appears to be at issue.

² **Grievant Group B**: Employees/grievants who appear to have participated in a Step 3 meeting and/or timely requested arbitration.