

**MEMORANDUM
OF
UNDERSTANDING**

**UNITED HEALTHCARE WORKERS - WEST
SERVICE EMPLOYES INTERNATIONAL UNION
CTW, CLC**

AND

**THE ALAMEDA HEALTH SYSTEM AT
ALAMEDA HOSPITAL**

JANUARY 1, 2020 to DECEMBER 31, 2022

TABLE OF CONTENTS

AGREEMENT	1
WITNESSETH	1
PREAMBLE	1
SECTION 1. RECOGNITION	1
SECTION 2. HIRING AND PROBATIONARY PERIOD	4
SECTION 3. UNION MEMBERSHIP & NEUTRALITY	5
SECTION 4. WAGES	7
SECTION 5. JOINT COMMITTEES	12
SECTION 6. HOURS OF WORK	13
SECTION 7. SENIORITY	17
SECTION 8. MANAGEMENT RIGHTS	28
SECTION 9. JOB SECURITY	29
SECTION 10. PART-TIME EMPLOYEES	29
SECTION 11. JURY DUTY	30
SECTION 12. BEREAVEMENT LEAVE	31
SECTION 13. SICK LEAVE	32
SECTION 14. VACATIONS	33
SECTION 15. HOLIDAYS	35
SECTION 16. LEAVE OF ABSENCE	36
SECTION 17. HEALTH PROGRAM	66
SECTION 18. UNEMPLOYMENT COMPENSATION AND DISABILITY	70
SECTION 19. RETIREMENT PLAN	71
SECTION 20. NO DISCRIMINATION	73
SECTION 21. UNIFORMS	73
SECTION 22. IN-SERVICE TRAINING	73
SECTION 23. EDUCATION AND TRAINING TRUST FUND	74

SECTION 24. EDUCATION LEAVE	74
SECTION 25. MOONLIGHTING	76
SECTION 26. BULLETIN BOARDS	77
SECTION 27. CONSCIENTIOUS OBJECTION	77
SECTION 28. UNION REPRESENTATIVES' VISITATIONS	78
SECTION 29. SHOP STEWARDS	79
SECTION 30. COMPLAINTS	80
SECTION 31. DISCHARGE FOR CAUSE	81
SECTION 32. GRIEVANCE PROCEDURE AND ARBITRATION	82
SECTION 33. NO STRIKE - NO LOCKOUT	88
SECTION 34. SAFETY	89
SECTION 35. JOINT RE-TRAINING COMMITTEE	89
SECTION 36. CULTURAL DIVERSITY	90
SECTION 37. TRAINING	90
SECTION 38. SAFE STAFFING	91
SECTION 39. MERGERS, SALES AND CLOSURES	92
SECTION 40. BARGAINING COMMITTEE	92
SECTION 41. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES	92
SECTION 42. LONG TERM DISABILITY INSURANCE	93
SECTION 43. LIFE INSURANCE	93
SECTION 44. TERM OF AGREEMENT	93
LETTERS OF AGREEMENT	95
APPENDIX "A" - COPE CHECK OFF AUTHORIZATION CARD	96
APPENDIX "B" - WAGE SCALES	95
SIDE LETTER OF AGREEMENT – PENSION PLAN SUBSIDY	107

AGREEMENT

THIS AGREEMENT is made and entered into by and between **ALAMEDA HOSPITAL**, 2070 Clinton Avenue, Alameda, California, hereinafter called the "Hospital" and **SEIU UNITED HEALTHCARE WORKERS WEST**, hereinafter called the "Union".

WITNESSETH

PREAMBLE

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

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

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

SECTION 1. RECOGNITION

- A. Alameda Hospital, Alameda Hospital at Park Bridge and Alameda Hospital at South Shore, all affiliated with Alameda Health System, recognizes the Union as the exclusive bargaining agent for employees. It is understood by the parties that specific terms and conditions apply among the sites and such are defined by these Agreements. Covered by these Agreements are those classifications listed in the Appendices and shall apply to other classifications which may be established within the scope of duties now and historically included within the classifications listed. At the request of either party, AHS and the Union will meet and confer about newly established titles that could be considered within the scope of duties historically included. Excluded from the bargaining units are guards, supervisors

and such other classifications as may have been historically excluded from the units.

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

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

The Hospital agrees that all work or services performed by bargaining unit employees shall not be subcontracted, transferred, or leased in whole or in part, to any person, company or non-bargaining unit employee, except as set forth below:

1. Such subcontracting shall be permitted to the extent it has been performed prior to the effective date of the Agreement.
2. Such subcontracting shall be permitted where it is required in cases of emergency arising from a civil disaster, epidemic or natural catastrophe, or from a sudden unplanned occurrence resulting, in a dramatic increase in census or activity or illness.
3. Such subcontracting shall be permitted in instances of short-term increased in workload arising when no employees in the affected classifications are on layoff.
4. Such subcontracting shall be permitted if it requires the use of equipment not currently owned by the Hospital.
5. In other cases, such subcontracting shall be permitted if it is performed with the mutual agreement of the Union.

B. **Union Recognition in Current Operations:**

In instances where the Employer is currently operating, it will recognize the Union as the bargaining agent of unrepresented employees through an expedited election process. Such election process shall apply in cases where an appropriate unit wishes to be represented by the Union. The process is described below:

1. Union Authorization Cards: Thirty percent (30%) of the employees in the affected unit must sign Union cards or petitions that authorize the Union to be their collective bargaining representative.
2. Verification by Neutral Third Party: Such cards or petition will be presented to a mutually agreed upon third party neutral for his/her verification. In the event he/she determines thirty percent (30%) of said employees wish to be represented by the Union, the Employer immediately will consent to an expedited election.
3. Election Within Twenty-One (21) Days: Such election will occur within twenty-one (21) days of presentation to the neutral third party for validation. The neutral third party shall be empowered to conduct and oversee the election and shall be fully empowered to resolve all disputes between the parties.
4. Positive Campaign: In an atmosphere free of coercion, restraint, intimidation and threats, employees will be allowed to choose whether or not to be represented. Both parties shall conduct a positive campaign without mailings to homes. Positive campaign shall mean no derogatory statements, or threats that employees may lose benefits as a result of Unionization.
5. Accretion to Bargaining Unit: If the employees decide by a majority of those who vote, to be represented by the Union, the Employer shall accrete the employees of the affected unit to the current bargaining unit, cover them in the current collective bargaining agreement and negotiate with the Union over the wage, hours, terms and other conditions of their employment. If the employees vote not to be represented by the Union, the Union shall not petition to represent that unit again for a period of one (1) year from the date of the election.
6. Neither party waives any rights conferred by the Meyers-Milias-Brown Act.

SECTION 2.

HIRING AND PROBATIONARY PERIOD

A. The Hospital may hire employees from any source, but the Union shall be notified of vacancies in departments under its jurisdiction for the purpose of referring Union applicants to the Hospital. Any person may be employed who, in the judgment of the Hospital, will make the best employee, and the Hospital shall be the sole judge of the fitness of any applicant for the job. Insofar as possible, the Hospital will utilize an employment agency charging a fee to the employee, only as a last resort.

C. A probationary period of ninety (90) days from the date of first hiring shall be established for new Regular Full-time and Regular Part-time employees. For Short-hour and Casual employees, the probationary period shall be three hundred sixty (360) hours worked from date of first hire. These timeframes may be extended by mutual agreement between the Union and Management. During such probationary period the employee may be discharged for any reason which in the sole discretion of the Hospital is just and sufficient. All employees will be treated as new hires which will encompass:

- a. A Pre-employment Physical including drug screen if the requirements were not previously met with Alameda Health District documented with proof in their files.
- b. A Background Check if the requirements were not previously met with Alameda Health District documented with proof in their files.
- c. AHS agrees to notify the Union if the requirements in a 2.a and 2.b were not previously met with Alameda Health District with documented proof in their files.
- d. A 90-day introductory period of employment during which the employee is not tenured. Any issues that arise during this period shall be resolved at the lowest level possible. The severity of the infraction shall be considered for the purpose of determining the level to be imposed. Issues should first be addressed through non-disciplinary steps.

D. New Employee Orientation:

The Hospital will provide the Union with one (1) hour of new employee orientation time on the Hospital's premises. The first fifteen (15) minutes of this time shall occur at the end of the Hospital's orientation program and shall be considered paid time,

but the last forty-five (45) minutes shall be strictly voluntary and shall not be considered as compensable hours for any purpose.

1. The following conditions shall apply:
2. The Union orientation shall reflect the highest professional standards;
3. The Union orientation is for new employees in the Union bargaining unit and is entirely voluntary on the part of the new employees invited to attend;
4. The Union orientation will be listed on the new employee orientation agenda whenever new Union bargaining unit employees are among the new employees in the Hospital's new employee orientation;
5. Unless otherwise agreed upon by the Hospital and the Union, orientation will take place in the same room or adjacent room as the Hospital's new employee orientation;
6. Unless otherwise agreed upon by the Hospital and the Union, orientation will commence no later than 4:00pm;
7. A copy of the Union orientation materials must be provided to the Hospital;
8. The Hospital will provide prior notice to the Union of the dates of Hospital new employee orientation.

SECTION 3. UNION MEMBERSHIP & NEUTRALITY

1. The Hospital shall, on a weekly basis, provide the Union with an electronic list of: Full Name, Employee ID, Bargaining Unit, Job Title, Status, Department, Work Location, Work Email Address, Home Address, Home Phone Number, Date of Hire, Seniority Date, FTE, Rate of Pay, and Pay Step for all bargaining unit employees.
2. In the event the Hospital receives inquiries or communications from an employee(s) regarding Union membership, the Hospital shall redirect the employee to the union.
3. In the event an appropriate unit of unrepresented employees begin to organize into the Union, the Hospital agrees to remain neutral.

4. Authorized Deductions

- a. The Hospital shall honor an employee's check-off authorization, unless the authorization form fails to comply with the law or is revoked in compliance with the terms of the authorization the employee signed. The employee may only revoke the authorization pursuant to the terms of the lawful authorization card signed by the employee.
- b. Deductions shall start the pay period after the employer receives notification of the authorization. The employer shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.
- c. Requests to authorize dues or other deduction shall be directed to the Union rather than the employer. Requests to revoke or change the authorization shall also be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee.
- d. The Hospital shall deduct from each employee's check an amount voluntarily authorized for COPE (Committee on Political Education) and submit the same, bi-weekly to the Union. Once the Union provides an authorized deduction from the COPE to AHS, AHS will honor the COPE deduction by no later than the next month beginning after the receipt of authorization.
- e. When remittances are made by AHS to the Union under the terms of this Article, such remittances shall be accompanied by an itemized statement indicating the name of each employee and the itemized amounts deducted from the pay of each employee.
- f. The Union shall have no obligation to provide the Hospital with a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- g. The Union will hold harmless the Hospital against any claim or obligation which may be made by any person by reason of the deduction of Union membership fees and/or COPE, including the cost of defending against any such claim or obligation. The Union will have no monetary claim against the

Hospital by reason of failure to perform under this Section.

SECTION 4. WAGES

B. Wages:

1. Fiscal Year 2019/20

Effective no later than thirty (30) days following the date of ratification of this MOU:

- a. With the exception of the classifications listed in Section A.1.b., immediately below, all employees shall receive a two and three fourths percent (2.75%) across the board wage increase.
- b. The following classifications shall not be subject to the increase provided immediately above in Section A.1.a., but shall receive a three-and-one-half percent (3.5%) across the board wage increase:
 - PBX Operator
 - PBX Lead
 - Admitting Clerk
 - Insurance Verifier
 - Financial Counselor
 - Storeman-Porter. (To be changed to Surgical Porter; see attached job description.)
- c. The following classification shall not be subject to the increases provided immediately above in Sections A.1.a. and A.1.b., but shall receive a five-and-one-half percent (5.5%) across the board wage increase:
 - Activity Coordinator
- d. Lump Sum Payment
 - 1) No later than 60 calendar days following the date of ratification, eligible employees shall receive a one-time, non-base building lump sum based on actual in-bargaining unit earnings for the payroll period that begins January 12, 2020 and concludes on

the last day of the pay period prior to implementation of the salary range increase discussed in Section A.1.a-c, above. The in-bargaining unit earnings will be multiplied by the percentage increase that the employee is scheduled to receive in Section A.1.a-c, above. The lump sum payment will be in the amount of the difference between the employee's earnings, and the earnings multiplied by the percentage increase in Section A.1.a-c, above.

- 2) To be eligible for the Lump Sum Payment discussed in this Section A.1.d, the employee must meet all of the following criteria:
 - a) be in a SEIU-UHW represented classification on the date the lump sum is paid (not effective date); and
 - b) have actual earnings in a SEIU-UHW represented classification during the relevant time period outlined in Section A.1.d., above.
- 3) Legally required deductions will be made against the lump sum issued pursuant to Section A.1.d., immediately above. Union dues will not be deducted from this payment.

2. Fiscal Year 2020/2021

Effective the first pay period following January 1, 2021, if January 1, 2021 is not the start of a pay period, there shall be an across the board wage increase of 3%.

3. Fiscal Year 2021/2022

Effective the first pay period following January 1, 2022, if January 1, 2022 is not the start of a pay period, there shall be an across the board wage increase of 3%.

Tenure Increases: Employees who start at Step 1 of the step progression schedule shall advance to Step 2 upon six (6) months of employment. Upon completion of one (1) year of employment, employees will move to Step 3, and will thereafter continue to advance each year through the remaining annual steps.

- B. Standby Pay: Any employee who has been instructed to "standby," but is not called, shall be paid at the rate of one-half ($\frac{1}{2}$) the straight-time hourly rate of his or her classification when on "standby". If called to work when on "standby" an employee shall receive a minimum of two hours' work or pay at the rate of time

and one-half (1-½) the straight-time hourly rate in cash. An employee instructed to be on “standby” on a paid holiday shall receive three-quarters (¾) time for such standby. In no event shall an employee called to work receive “standby” pay for hours actually worked in addition to pay for such hours.

- C. Weekend Shift: Weekend shifts shall be defined as those shifts in which the major portion of the shift is worked on Saturday and Sunday. LVNs, Resp Therapy, Rehab Therapy, Monitor Tech and ED Techs shall receive a shift differential of ten dollars (\$10.00) for each weekend shift worked; all other employees shall receive a shift differential of seven dollars and sixty cents (\$7.60) for each weekend shift worked.
- D. An employee hired by the Hospital shall start at the second step of the wage progression for the classification if the employee has had three (3) or more years of verified previous experience within the last five (5) years in the same classification at another accredited Hospital. An “accredited” Hospital is an acute-care facility so certified by the Joint Commission for Accreditation of Hospitals, or Medicare.
- E. Promotion: After a promotion, the employee shall receive further increases in pay at annual intervals. (The date of promotion being the anniversary date for such purposes based upon the schedule of wages for his/her new job classification).
- F. Meals: Employees working in the Dietary Department shall be entitled to the regular meals occurring within their shift without deduction in their compensation.
- G. P.M./Night Shift Differential: A shift differential of one dollar and sixty-five cents (\$1.65) per hour shall be granted to all employees (except LVNs, Monitor Techs and ED Techs who shall receive two dollars and fifteen cents (\$2.15) per hour) working a P.M. or Evening shift, commencing at or after 2:00 P.M. for all hours worked between 3:00 P.M. and 11:30 P.M. A night shift differential of one dollar and ninety cents (\$1.90) per hour shall be granted to all employees (except LVNs, Monitor Techs and ED Techs who shall receive two dollars and sixty cents (\$2.60) per hour) working a night shift commencing at or after 11:00 P.M. for all hours worked between 11:00 P.M. and 7:30 A.M. All Employees whose bided shift starts from 10:00 A.M. to 2:00 P.M. shall be paid a shift differential of one dollar and sixty-five cents (\$1.65) (two dollars and fifteen cents (\$2.15) for LVNs, Monitor Techs and ED Techs) per hour for all hours worked after 3:00 P.M. A night shift differential of five dollars (\$5.00) per hour shall be granted to Respiratory Care Practitioner. Shift differential shall be added to the employee rate of pay in the application of Sections 10, 11, 12, 13, 14 and 23 of this Agreement.

- H. Split Shift: A split shift is defined as eight (8) hours completed within a spread in excess of nine (9) consecutive hours. No employee shall be required to work a split shift and shall do so only with the consent of the employee.

Employees working a split shift shall be paid a premium of four dollars and twenty-five cents (\$4.25) a day in addition to their regular rate of pay. In addition, any split shift work completed beyond a spread of eleven (11) consecutive hours shall be paid for at the rate of time and one-half (1- $\frac{1}{2}$) for all hours worked beyond the eleven (11) hour spread.

- I. Any employee in the Nursing Department who works directly with patients and who possesses a valid license as Vocational Nurse shall be so classified and paid, except in the case of a transfer to a position not requiring a L.V.N. license as set forth in Section 8.D.

In the case where academic requirements have been waived for licensure and an employee is granted a license, the Hospital shall determine whether or not such employee shall be assigned to L.V.N. duties and so paid. Disagreement with the Hospital decision may be referred to Joint Committee "B" by the employee through the Union.

- J. Senior Licensed Vocational Nurse: If the Hospital decides to employ senior licensed vocational nurse(s), it will select such person(s) on the basis of their ability to perform the job. If, in the Hospital's judgment, ability between two or more candidates is equal, seniority shall prevail. This classification shall apply only to a licensed vocational nurse who spends more than half his/her shift directing the work of other employees in a work area and/or is specifically assigned by the Hospital to be in charge of a nursing unit or nursing station for more than half his/her shift. In such event, the Senior LVN shall receive seventy cents (\$.70) per hour for all the hours worked on that shift.

- K. It is understood that the provisions of the Agreement relating to hours, wages and working conditions are intended to establish minimum terms for the hiring of employees subject to this Agreement, that so long as the Hospital meets these minimum terms with respect to such employment, it has fully performed its obligations under this Agreement; and that this Agreement is not intended to preclude or discourage the hiring of employees under terms more favorable to them, and accordingly, if an employee is hired under more favorable terms, this shall be a matter of individual arrangement with such employee and such

arrangements may be established, eliminated, or changed at any time without relation to this Agreement.

- L. If and when the Hospital requires California Board of Vocational Nursing IV Therapy certification, it will provide LVNs who wish to become certified with the practical training in IV Therapy at no cost to the employee. Any LVN so certified, who actually performs the work covered by the certification on more than an occasional basis, will be paid an additional one dollar and fifty cents (\$1.50) per hour.
- M. In-Lieu of Benefit Differential: Short-hour and Casual employees who continue to work in excess of sixty (60) days shall receive one dollar and forty-five cents (\$1.45) per hour above the regular starting rate for their classification in lieu of fringe benefits other than shift differentials.
- N. No Translation Requirement: No employee will be required to interpret or translate as a condition of employment and no employee will be disciplined for refusing to interpret or translate.
- O. Training/Preceptorship:
A premium of seventy-five cents (\$.75) an hour, shall be paid to each employee who provides training/preceptorship.
- Any employee to be trained/precepted must be pre-authorized by the Department Manager and the Department Manager has the sole discretion in the selection of Trainer/Preceptor.
 - Leads are specifically excluded from this premium pay as the Training/Precepting duty is part of their regular job duties.
- P. Central Supply Tech Premium Pay: A Central Supply Tech who obtains and maintains certification as a Central Supply Tech will be paid a premium of one dollar and fifty cents (\$1.50) per hour.
- Q. Heavy Duty Pay: For employees performing heavy waxing, heavy carpet shampooing, heavy wall washing, heavy window washing, and heavy furniture moving for more than one (1) hour in any one (1) shift, a premium of fifty cents (\$.50) per hour shall be paid for actual hours worked in such heavy assignments.
- R. Hazardous Material Training: The Hospital will provide training for those employees required to handle hazardous materials upon hire, and annually

thereafter. It is expressly understood there is no additional premium for handling hazardous materials.

- S. Bilingual Pay: Upon approval of the manager, an employee occupying a position utilizing fluency in English and another language and requests bilingual pay shall complete the Bilingual Job Audit Questionnaire. Employees requesting Bilingual pay shall request Bilingual audit from the department manager. Upon review of the questionnaire and approval of the manager and Human Resources the employee shall receive an additional (\$40.00) per pay period compensation. An employee occupying a position utilizing fluency in English and two or more designated languages shall receive forty-five (45.00) per pay period, provided that such person is required to utilize such additional languages for AHD. All employees receiving bilingual pay shall be required to pass a proficiency test or tests.

SECTION 5. JOINT COMMITTEES

- A. Committee B/Shop Stewards Council: The Hospital agrees that a cooperative and respectful discussion with the Union is essential to problem solving and addressing concerns. Such discussions may include, but are not limited to, staffing, safety, work assignments, patient care, scheduling and excessive workloads. This Committee B/Shop Stewards Council shall include an agreed upon number of staff selected by the Union and shall include Shop Stewards as well as designated Committee B members. Employee representatives shall be compensated at straight-time for attendance at Committee B/Shop Steward meetings. The Hospital shall designate representative(s) as liaison(s). Said liaison(s) shall attend the monthly meeting, follow-up on identified areas of concern, prepare requested information and report back to the Committee/Shop Stewards Council.
- B. Classification: It is agreed that the Hospital and the Union shall maintain descriptions setting forth job duties in accordance with duties necessary and traditional in the operation of hospitals Hospital concerned with the care, treatment and recovery of patients. It is recognized that changes of job titles contained in this Agreement may be necessary in accomplishing this project, and such changes shall be by mutual agreement under the terms of this Agreement.
- C. An employee who considers that his or her job is improperly classified, may submit a job description to Joint Committee "B". Also, an employee or Union Representative may submit proposed descriptions of job classifications for groups

of employees. Any complaint made pursuant to this paragraph shall be in writing and shall be dated as of the date it is submitted to Joint Committee "B".

- D. The Committee B/Shop Stewards Council shall meet monthly. Additional meetings may be scheduled by mutual agreement.
- E. A mutual goal of the Committee B/Shop Stewards Council shall be problem resolution. Management representatives shall report back the following month regarding identified problems that require additional information or management approval.
- F. In the event disputes arise the Committee/Shop Stewards Council shall submit the disputed items either in writing or in person to the AHD CAO and/or the AHD Board of Directors or AHS Board of Trustees.
- G. The Committee B/Shop Stewards Council shall not preclude the Union from exercising all afforded rights under the Meyers, Milias Brown Act (MMB), Public Employee Relations Board (PERB) the grievance procedure or existing AHD policies.

SECTION 6. HOURS OF WORK

- A. 1. The straight-time workweek shall be forty (40) hours, five (5) days per week. A straight-time day's work will consist of no more than eight (8) hours. If an employee is required to work in excess of eight (8) hours in any day or in excess of forty (40) hours in any one (1) workweek, he/she shall be paid overtime at the rate of time and one-half (1-1/2) the straight-time pay. All paid hours shall be counted in the computation of overtime, except for Jury Leave, Bereavement Leave, Educational Leave and Vacations.

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

Whenever practical and possible in the light of Hospital requirements, the Hospital will endeavor to schedule two (2) consecutive days off a week. No employee shall be required to work two (2) full shifts within a period of twenty- four (24) hours; provided, however, that if in an emergency the Hospital cannot secure the consent of sufficient employees to work as is necessary within a unit or department, the Hospital may require such work by assignment in the inverse order of seniority.

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

Regular Full-time employees shall have the right to elect a Regular (Part-time) schedule of four (4) shifts per week after one (1) year of service, provided, however, that the employee must remain on the same shift.

- B. Days Off: An employee required to work seven (7) consecutive days without a day off shall be compensated at the rate of double the employee's basic straight-time hourly rate for the seventh (7th) day worked, or portion thereof, until granted a day off. This provision may be waived on the request of an individual employee and with the agreement of the Hospital.
- C. Reporting Pay: An employee who reports to work as scheduled will be guaranteed four (4) hours of pay at straight-time for reporting as scheduled if work is not provided by the Hospital, unless the employee's schedule is understood to call for a shift of less than four (4) hours, in which case the employee will be paid for scheduled hours only. If such employee reports to work as scheduled and works in excess of four (4) hours, the employee will be guaranteed eight (8) hours of pay at straight-time if work is not provided by the Hospital, unless the employee's schedule is understood to call for a shift of less than eight (8) hours, in which case the employee will be paid for scheduled hours only. In the case where an employee is called to work at the last moment and only works seven (7) hours of the shift, such employee shall be compensated for eight (8) hours of work. In cases where the employee is entitled to overtime, the employee will receive overtime at the rate of time and one-half (1-1/2) for actual hours worked or the appropriate guarantee, whichever is higher. The foregoing guarantees shall not be applicable in the event hours are reduced in accordance with Section 8.C.3.
- D. Weekend Rotation
 - 1. The Hospital will grant each Regular Full-time employee and Regular Part-time employee the equivalent of every other weekend off based on a schedule providing for thirteen (13) weekends off during each consecutive twenty-six (26) week period, such periods commencing on January 1 and July 1 each calendar year. An employee hired during a semi-annual period as specified above shall be granted weekends off on the ratio of one-half (1/2) of the total number of weekends occurring during the course of employment within said period.

A Regular Full-time employee or a Regular Part-time employee who is not granted weekends off as specified above will receive an additional day of paid vacation for each weekend he or she was not scheduled off during the period designated above. This does not apply to employees who request in writing a schedule, which includes weekend work, or to employees who request in writing to work a weekend in lieu of being scheduled off.

2. It is understood that to guarantee employees weekends off as specified in subsection D.1. above, it will be necessary to rotate days off for all Full-time employees in such shift or departments. There will be no restrictions on split days off in such shifts or departments. Therefore, employees in a shift or department may elect to waive the provisions of subsection D so that it will have no application to their shift or department. Such waivers shall be by a majority vote in each shift or department and shall endure for a period of one (1) year. In the event employees in a shift or department wish to have such a vote conducted, the vote shall take place in November to be effective in the following calendar year. A Union Representative shall be entitled to be present at such voting.

E. Rotating of Shifts: Current rotating shifts may be continued except that any complaint with respect to such rotation may be submitted to the Joint Committee procedure. The Hospital shall be allowed to establish new rotating shifts for the following purposes or under the following circumstances:

1. Training of employees, relief, emergencies, consent of the employees, layoffs, and employees hired specifically for rotation. The Hospital agrees to be reasonable in applying these exceptions.
2. There shall be at least twelve (12) hours between shifts in agreed-upon rotation unless the employee waives such provisions.
3. Any other rotation of shifts is subject to mutual agreement between the Union and the Hospital.

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

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

H. Categories of Employees:

A regular Full-time employee is one who is regularly employed to work a predetermined work schedule of forty (40) hours per week for eight (8) and ten(10) hour shifts and thirty-six (36) hours per week for twelve (12) hour shifts. Regular Full-time employees shall accumulate and receive all fringe benefits as provided in this Agreement

Full-time participating staff who work (3) twelve (12) hour shifts (36 hours) in a work week shall be compensated for thirty-six (36) hours per week and shall be granted benefits equivalent to that of an employee working Full-time (40) hours in a week. Vacation, educational leave, holiday and sick leave accruals will be equivalent to those for a Full-time employee.

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

1. Regular Part-time: An employee who works a predetermined work schedule of twenty (20) or more hours per week, but less than Full-time as described above. Regular Part-time employees may place their names on a separate list for additional work on their regularly assigned station and unit.
2. Short-hour: An employee who works a predetermined work schedule of less than twenty (20) hours per week and who may work other relief hours (Vacation, Holiday, Leave of Absence, Sick Leave, etc.) or increased hours temporarily because of fluctuations in census, as agreed between the employee and the Hospital.
3. Casual: An employee who works relief hours (Vacation, Holiday, Leave of Absence, Sick Leave, etc.) or other Temporary hours because of fluctuations in census, as agreed between the employee and the Hospital.
 - a. A Short-hour or Casual employee who is regularly assigned for a period in excess of ninety (90) calendar days to a work schedule of twenty (20) hours a week or more shall be reclassified as a Regular Full-time or Regular Part-time employee.
 - b. The above shall not apply if, prior to the 90th calendar day of work, the Union, Employer and the affected employee have reached a signed agreement to extend the Short-hour or Casual employee's

regular schedule for up to an additional ninety (90) days. Should the affected employee not wish to extend said regular schedule, the Employer may offer such work to another employee.

- I. Rest between shifts: Each employee shall have an unbroken rest period of twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when the employee is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when the employee is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half (1-1/2). This provision may be waived at the request of the individual employee with the agreement of the supervisor. Overtime for which premium pay is given shall count as rest periods for purposes of this paragraph.
- J. In the event employees are absent, the Hospital will make every reasonable effort to replace such employees if the Hospital sees the need to do so from an operational standpoint. If employees who are absent are not replaced, the remaining employees will be expected to perform only a normal full day's work.
- K. The Hospital shall offer each orderly an opportunity to work an on-the-job "paid meal period." If an orderly desires such an arrangement, he/she shall enter into a written agreement with the Hospital.
- L. The Hospital will ask employees, by department, to sign a list showing a desire to work extra shifts. When and if the Hospital needs extra help, it will ask qualified employees on the list in order of seniority. It is understood and agreed that this provision does not obligate the Hospital to enter into arrangements that will cause it to incur overtime expense. If the Hospital is unable to obtain the necessary extra help in this manner, it may otherwise obtain the extra help.
- M. No Mandatory Overtime: There shall be no mandatory overtime, except during a state of emergency declared by the City, County, State or Federal authorities, or during a short-term (not to exceed twenty-four hours) City or County mandatory diversion override.

SECTION 7. SENIORITY

A. Definitions:

- 1. Unless otherwise specified, seniority shall commence on the most recent date of continuous employment in an SEIU-UHW bargaining unit position

with the Hospital for a Full-time employee or Regular Part-time employee or Short-hour employee and shall mean total continuous service with the Hospital thereafter; provided that seniority shall have no application during the first thirty (30) days of continuous employment.

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

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

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

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

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

No Part-time or Full-time employee shall be subject to more than ten (10) calendar days of cancellation for a temporary layoff per calendar year unless:

- The employee rejects the Hospital’s offer to float and/or be cross- trained, at no less than their regular pay, in order to avoid the cancellation for a temporary layoff.
- All Part-time and Full-time employees have been cancelled, by least senior first, (10) calendar days of cancellation for a temporary layoff per calendar year. Temporary layoff days (“EA”) shall rotate based on reverse seniority.

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

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

The Hospital agrees to conduct an in-service for all employees responsible for staffing to assure adherence to this order of cancellation.

B. Seniority Rosters: The Hospital shall furnish the Union within sixty (60) days with the following seniority lists:

1. Regular Full-time and Regular Part-time employees with notation of whether or not such Part-time employees are on a separate list for additional work on their regularly assigned station or unit (single shift or all shifts or stations).

2. Short-hour employees with notation of whether or not such employees will accept Casual assignments.
3. Casual employees with notation of whether or not such employees will accept Casual assignments on a single shift or on all shifts. Such master seniority lists shall be kept current by advising the Union, on a monthly basis, what employees have been terminated; what new Regular Full-time, Regular Part-time and Short-hour employees have achieved seniority by completing the probationary period.

C. Layoff and Recall:

1. Temporary Layoffs: Except in case where specialized work or skill or trained personnel are required on the job, employees in the affected shift, department and classification shall be laid off in reverse order of seniority in the case of temporary layoff.

The Hospital shall establish the departments applicable to its particular operation and post the same on the bulletin boards. For the purpose of this section and subject to the above exceptions, the departments shall be as follows:

1. Housekeeping/Laundry
2. Dietary
3. Nursing
 - a. Telemetry
 - b. Med Surg
 - c. CCU
 - d. Sub-Acute
4. Surgery
 - a. Short stay
 - b. Infusion
 - c. Central supply
5. Central Services
 - a. All other dept.

6. Resp Therapy
7. Rehab Therapy

The Hospital will call and attempt to reach employees as soon as possible prior to the layoff but not less than two (2) hours in advance; however, if the Hospital's call is less than two (2) hours in advance and the employee voluntarily agrees not to report, no reporting pay will be due.

Employees who are temporarily laid off from a shift, classification and department shall be recalled in order of seniority.

2. Indefinite and Permanent Layoffs: Except in cases where specialized work or skill or trained personnel are required on the job, employees in the affected classification and department shall be laid off in reverse order of seniority in the case of indefinite layoff or permanent elimination of a position or service. Employees expected by the Hospital to be going on indefinite layoff will be notified no less than one week prior to the layoff. A temporary layoff will automatically become an indefinite layoff after fourteen (14) days and no further notice of such fact will be required. Recall of employees from indefinite layoff to regular positions in a particular classification and department shall be by seniority, provided the employee returning to work must be able to properly perform the work to be done. If a laid off employee is unavailable for work within seventy-two (72) hours of the mailing by the Hospital of a written notice of recall, the next qualified employee in order of seniority shall be eligible for the recall; however the by-passed employee's recall rights with respect to future positions shall be unaffected.
3. Employees subject to permanent layoff shall be notified no less than two (2) weeks prior to layoff or shall receive two (2) weeks' pay in lieu thereof, unless the layoff is indefinite and automatically becomes permanent at the end of six (6) months, in which event no notice is required.
4. If, in the case of indefinite layoff, the Hospital or employees in a department or a unit wish to reduce hours in such department or unit up to a maximum of twenty percent (20%) a week in lieu of or in addition to layoffs as above provided, they may agree to do so only if the Full-time employees in such department or unit vote by secret ballot in favor of such action, provided Union Representatives first have an opportunity to give their position on the matter to the Full-time employees involved and are present when the vote is

taken. Such reduced workweek shall not extend beyond six (6) consecutive weeks in any calendar year.

5. In the case of notice under this Section, such notice shall not be required in the event of war, civil unrest, equipment breakdown, natural disasters or acts of God. Employees with seniority on indefinite or permanent layoff will be called for Casual work in their classification and department in order of seniority by employee category (Full-time or Part-time and then Short-hour and then Casual) and shall be given preference over all other employees within their classification who are seeking Casual work; provided the employee called to work must be able to properly perform the work to be done. Such employees will be paid a premium in lieu of benefits for all such hours worked, subject to the provisions of Section 7.H.5. (Assignments to other Casual employees will be in accordance with Section 8.G.).

D. Transfer Rights:

1. In the case of indefinite or permanent layoff, employees with seniority who are subject to layoff will be considered for a vacancy in any department which exists and if placed in such vacancy shall be paid at the rate specified in the Agreement for that position, with credit toward tenure steps in the new position for service in the employee's former classification, except that an LVN who performs duties requiring a valid LVN license in the new position shall be classified and paid as an LVN. In case of an employee subject to an indefinite layoff, the employee must be qualified to properly perform the duties of the position for which there is a vacancy.
2. In a case where an employee is subject to permanent layoff, such employee shall be considered capable of qualifying for a vacancy, if he/she can perform the duties of the position after a reasonable training period. For vacancies in the Housekeeping, Dietary, or Laundry Departments, such training period shall not exceed thirty (30) calendar days. To train for a vacancy in the Nursing Department, aptitude and prior related experience shall be required and the training period shall not exceed thirty (30) calendar days. It is understood the thirty (30) and forty-five (45) calendar days are maximums, not minimums, and the Hospital can determine if an employee is not suited for the position in less than thirty (30) or forty-five (45) days. However, these periods may be extended upon mutual agreement of the parties.

3. If no vacancy is available, an employee who has six (6) or more years' seniority and is subject to permanent or indefinite layoff shall have the right to displace the least senior employee who: a) holds a position which provides at least the same number of scheduled hours previously worked by the employee subject to layoff (or, if no such position is available, with scheduled hours most closely approximating the employee's scheduled hours prior to layoff); and b) works in a classification within the affected department which is paid at an equal or lesser rate, provided that the employee must be qualified to perform the work to be done in the new position. An employee who displaces a less senior employee under this Section 8.D.4., shall be paid at the regular rate for the new position with credit towards tenure steps in the new position for service in the employee's former classification, except that an LVN who performs duties requiring a valid LVN license in the new position shall be classified and paid as an LVN.
4. An employee transferring to a new classification or department under this section shall retain those recall rights in the former classification which were earned up to the time of transfer and can exercise such rights if a vacancy occurs in such classification in the twelve (12) months following layoff. During such twelve (12) month period, the employee will be included in his/her former department rather than in the new department in bidding for vacancies under Section 8.E.

E. Permanent Vacancies:

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

Minimum qualifications shall appear on position postings.

- a. Regular Full-time and Regular Part-time employees within the department.
- b. Regular Full-time and Regular Part-time from all departments.
- c. Short-hour employees within the department.

- d. Short-hour employees from all departments.
 - e. Casual employees within the department.
 - f. Casual employees from all departments.
 - g. Former employees who have been laid off for less than one (1) year.
 - h. Employees who have been off the payroll for less than one (1) year as provided in Section 8.E.2.
 - i. Other applications.
2. Section 5.F. shall apply to compensation in the event the vacancy involves a promotion. Former employees, who have been off the Hospital payroll for less than one (1) year and who have not been discharged for cause by the Hospital, and who have not resigned without giving two weeks' notice unless the same is waived, will have their applications for posted jobs considered before other applicants, provided that they meet the qualifications for the posted job and have a prior record of satisfactory performance at the Hospital.
 3. Employees who are promoted to a new position or who transfer to another position through the bidding process shall have orientation as necessary, and such employees shall have up to ninety (90) days of evaluation of their performance. If, at any time within such ninety (90) day period the employee fails to perform satisfactorily, or if, within forty-five (45) days, the employee voluntarily chooses to return to his/her former position, such employee shall be returned to his/her former position without any change in seniority or wage rate in the former position.
 4. A Casual employee who has been on the payroll for thirty (30) or more days and who is qualified and eligible under the Agreement to bid on a posted job shall be preferred in the selection process over other Casual employee applicants with greater seniority, provided such Casual employee has a significantly larger number of hours of work than the other Casual employees. A significantly larger number of hours mean such Casual employee has worked 160 hours longer within a three-month period than other Casual employee applicants with more seniority.

5. Written requests for transfer to a vacancy that may potentially occur within the Hospital may be submitted in advance, provided such request is submitted in writing to the department in which the potential vacancy may occur, with a copy to the Personnel Department of the Hospital. Such written request shall constitute an automatic bid for thirty (30) days. It is understood that any bid or written request under this paragraph is limited to vacancies or potential vacancies in positions subject to this Agreement.
6.
 - i. No Voluntary Transfer to a Lower Paying Classification (Rate of Pay)

An employee who is involuntarily transferred into a lower paying classification shall continue to receive the same rate of pay that the employee received prior to the transfer for a period of four (4) months. The following employee, Estrellita Reyes shall be grandfathered at current wage rates. She shall receive all ATB wage increases and shall not suffer any loss.
 - ii. Voluntary Transfer (Rate of Pay)

An employee who voluntarily transfers into a new or different classification shall be paid at the wage step commensurate with the employee's years of service, with the exception that an employee who is promoted into an LVN position shall enter the LVN wage schedule at the start rate unless otherwise agreed to by the Hospital and the employee.
- F. Posting Requirements: It is understood that in none of the foregoing instances does the contract contemplate a bumping procedure, except as provided in Section 8.D.4. References are to permanent vacancies and not to assignments arising from rotation of personnel, vacation, holiday or sickness relief. To aid in the administration of these provisions, permanent vacancies for regular Full-time, Regular Part-time or Short-hour jobs in any department will be posted for five (5) working days in a location or locations accessible to all employees so that employees in the department who wish to do so and who think they may be qualified shall have an opportunity to apply. This does not prevent the Hospital from filling the vacancy on a temporary basis during the five (5) day posting period.

G. Use of Casual List: Except in cases where specialized work or skill or trained personnel are required on the job, Short-hour employees who are available for Casual work and Casual employees shall be called by classification within the department on a rotating basis for available work on a specific shift or on all shifts, by telephoning in succession those employees on the Casual list in order of their appearance on the list. The list shall initially be established by date of employment and thereafter each employee, after being utilized, shall be placed on the bottom of the list, which shall continually rotate in order to provide equal work opportunity to all on the list. No Short-hour employee expressing a desire for Casual work or Casual employee shall be required to report if such employee has worked within the previous twelve (12) hours. The Hospital's obligation to call employees to Casual work shall be fulfilled by a telephone call made by the Hospital to the eligible employee's telephone number listed in Hospital records. The Hospital will maintain written records of such telephone calls and such records will be available for review by Union Representatives upon request. In connection with the above, the Hospital shall call all employees on the list for a specific shift before calling an outside agency or registry. The Hospital shall specify the times in which it will place calls to Short-hour employees who want Casual work and Casual employees in advance of a shift. Casual employees who fail to accept assignments for three (3) times during a ninety (90) day period can be removed from the list. The Hospital will advise Casual employees of the time when they will be telephoned regarding work assignments. If a Casual employee who is unavailable for work notifies the Hospital of his/her unavailability prior to the designated time for calls, failure to accept a work assignment on that day will not be counted.

Casual employees shall make themselves available for work at least five (5) shifts during a six (6) week schedule to include one (1) weekend (equivalent to two [2] weekend shifts) during the six (6) week schedule.

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

Casual employees who do not give availability for three (3) consecutive six (6) week scheduled periods shall be considered to have voluntarily resigned.

H. Benefit of Premium Eligibility:

1. Short-hour or Casual employees receiving a premium in lieu of benefits shall upon classification as Regular Full-time or Regular Part-time, start

Regular Full-time or Regular Part-time benefit accumulation and tenure advancement commencing from the change in classification.

2. Regular Full-time or Regular Part-time employees shall upon classification as a Short-hour or Casual employee receive, effective on date of classification change, the premium in lieu of benefits and shall be paid earned and unpaid vacation and earned unpaid holiday pay for which they are eligible until date of classification change. Time off equivalent to the earned and unpaid vacation and holidays above shall be granted to employees upon request provided such request is made at the change of status and time off is taken within the following six (6) months. Employees who are reclassified will not have their tenure step reduced.
- I. Loss of Seniority: Seniority shall be terminated by:
1. Discharge
 2. Resignation
 3. Absence in excess of twenty-four (24) consecutive months by reason of industrial injury, unless extended by mutual consent.
 4.
 - a. For employees with less than five (5) years of service: Absence in excess of six (6) consecutive months by reason of illness or non- industrial injury, unless extended by mutual consent.
 - b. For employees with five (5) years or more of service: Absence in excess of twelve (12) consecutive months by reason of illness or non-industrial injury, unless extended by mutual consent.
 5. Layoff without recall to a regular or Short-hour position (not including Temporary and Casual work) in excess of six (6) consecutive months (twenty-four (24) consecutive months for an employee with five (5) years or more of service) provided that:
 - a. If the employee notifies the Hospital in writing of his/her continuing interest in recall to a Regular or Short-hour position such seniority will be extended for another six (6) months; and
 - b. If the employee is called for Temporary or Casual work and works

six hundred (600) hours during the twelve (12) consecutive months following the initial date of layoff, seniority shall not be lost for twenty-four (24) months following the initial date of layoff.

6. Failure to return from a leave of absence in accordance with the terms of the leave.

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

SECTION 8. MANAGEMENT RIGHTS

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

1. Direct the work of its employees.
2. To determine the number and types of employment required and the assignment of work to such employees in accordance with the operational needs of the Medical Center.
3. Hire, promote, demote, transfer, assign and retain employees in positions within its authority.
4. Discipline, demote, suspend or discharge employees, in compliance of this agreement.
5. To determine the standard and quality of the work product and to maintain the efficiency of Hospital operations.
6. Relieve employees from duties because of lack of work or for other legitimate reasons.
7. Determine and implement methods, means, assignments and personnel by which Hospital operations are to be conducted.
8. Take such actions as may be necessary to carry out the mission of the Hospital.

9. Initiate, prepare, certify and administer its budget.
10. The provisions contained within this Memorandum supersede and cancel any previous understandings or any duty of the Employer to continue any other policy, rule, or practice and shall supersede any rules, regulations, or practice of the Hospital which are contrary.
11. Exercise all powers and duties granted to the public employer by law.

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

SECTION 9. JOB SECURITY

Job Security:

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

SECTION 10. PART-TIME EMPLOYEES

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

- B1. A Regular Part-time employee who is regularly assigned to an additional day or days of work beyond his or her weekly schedule of work for a period of ninety (90) calendar days shall be reclassified to a revised schedule consistent with such additional work.
- B2. The above shall not apply if, prior to the ninetieth (90th) calendar day of work, the Union, Employer and affected employee have reached a signed agreement to extend the Part-time employee's regular schedule for up to an additional ninety (90) days. Should the affected employee not wish to extend said regular schedule, the Employer may offer such work to another employee.
- C. Short-hour and Casual employees shall receive one dollar and forty-five cents (\$1.45) per hour above the regular starting rate for their classification in lieu of fringe benefits other than shift differential.
- D. Short-hour or Casual employees shall be eligible for progression to the next tenure step upon accumulation of one thousand (1,000) hours of work, provided (1) no Short-hour or Casual employee shall advance more than one (1) tenure step during the twelve (12) month period commencing with date of employment or date of employee's most recent tenure advancement; (2) the accumulation is accomplished in no more than three (3) consecutive years; and (3) a more beneficial practice in effect at the Hospital shall be maintained for current employees.

SECTION 11. JURY DUTY

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

If a day-shift employee is excused from serving in time to complete a portion of his/her shift, he/she will advise the Hospital by telephone and if requested to do so, will return to the Hospital to complete his/her shift. If an evening-shift employee is excused from serving within four (4) hours of reporting for jury duty, he/she will advise the Hospital by telephone and if requested to do so, will work for up to four (4) hours that same

calendar day on that individual's shift. Night-shift employees shall be excused from their shift on the night before reporting for jury duty.

SECTION 12. BEREAVEMENT LEAVE

Bereavement leave up to four (4) days shall be granted to regular employees who have completed the probationary period, in case of death in the employee's immediate family, which shall be defined to include:

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

It is expressly understood that the employee is not required to attend the funeral to qualify for these four (4) paid days of Bereavement Leave.

The four (4) paid days may be taken within forty-five (45) days after the death but must be pre-scheduled with the Supervisor.

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

Non-Benefited employees:

Non-benefited employees may take unpaid time off of up to four (4) days within forty-five (45) days after a qualifying death. This time off must be pre-scheduled with the Supervisor and will be granted based on staffing needs.

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

SECTION 13.

SICK LEAVE

A. Sick leave with pay for bona fide illness shall be granted to regular employees at the rate of one (1) workday for each month of continuous employment commencing with the first day of employment. Sick leave shall accumulate to a maximum of eight hundred (800) hours. An employee shall not be entitled to paid sick leave until he/she has been continuously employed for ninety (90) calendar days. But upon becoming a regular employee after ninety (90) calendar days' employment, sick leave credit shall relate back to the first month of employment. Upon request by an employee, the Hospital will furnish such employee with his/her sick leave record. An employee may use up to one-half ($\frac{1}{2}$) of his/her annual accrual to attend to the illness of his/her child, parent, or spouse.

B. There shall be a one (1) workday waiting period preceding each illness for which the employee shall receive no sick leave compensation. The one-day waiting period shall not apply if an employee is hospitalized for an on-the-job injury or if he/she is ordered to remain off work by the examining physician. This one-day waiting period will be eliminated for all regular employees with one or more years of continuous service. Sick leave shall be paid for normal working days and shall not exceed five (5) days in any week. Pay for sick leave shall be at the same rate the employee would have received had the normal working day been worked.

The Hospital may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed. A doctor's certificate may be required for any absence due to illness during the first year of employment. A doctor's certificate may be required only if the employee has been absent for more than three (3) consecutive days of work or if the Hospital has reason to believe the absence is an abuse of this sick leave provision.

C. Payment of sick leave shall not affect and shall be supplementary to disability payments or Workers' Compensation. An employee entitled to disability or Workers' Compensation benefits shall receive, in addition thereto, such portion of his or her accumulated sick leave as will meet, but not exceed, the standard earnings of such employee for his or her normal workweek, up to a maximum of five (5) days.

D. With the Hospital's approval, and with adequate advance notice, earned sick leave shall be granted to an eligible, day-shift employee when circumstances make it impossible to schedule a medical or dental appointment during non- working hours.

SECTION 14. VACATIONS

- A. Two (2) calendar weeks' vacation shall be granted to regular employees with pay, therefore at the rate of two (2) workweeks (ten (10) workdays), for twelve(12) months' continuous employment. Three (3) calendar weeks' vacation shall be granted to regular employees with pay, therefore at the rate of three (3) workweeks (fifteen (15) workdays), after two (2) years of continuous employment. Four (4) calendar weeks' vacation shall be granted to regular employees with pay, therefore at the rate of four (4) workweeks (twenty (20) workdays), after five (5) years of continuous employment. Five (5) calendar weeks' vacation shall be granted to regular employees with pay, therefore at the rate of five (5) workweeks (twenty-five (25) workdays), after ten (10) years of continuous employment.

Vacations are not cumulative and will be scheduled by the Hospital's management. Wherever practical and possible, vacation preference shall be based upon seniority.

An employee shall receive an emergency vacation with time off and pay earned and accrued up to the emergency vacation upon written request of the employee and due to a serious illness or death in the immediate family (as defined in Section 12, Bereavement Leave).

- B. Pro rata vacations shall be granted to all employees upon termination. If an employee takes a vacation before it is earned, at the request or assignment of the Hospital, the employee shall be paid in full for the length of the vacation taken.
- C. Where an employee's vacation covers more than one (1) pay period, no additional tax deductions shall be imposed if only one (1) check is made covering such period. Vacation checks shall be available immediately prior to the employee's vacation.
- D. Employees shall submit their requests for vacation by February 1st of each year and the Hospital shall post a schedule of vacations by March 1st of each year. Employee's preference for vacation time off shall be based upon seniority where the numbers of bargaining unit employees requesting the same time off would impair the operation of the department. In the case where employees wish to split vacation weeks, preference for selection of the second portion of split vacation shall take place on a seniority basis after all employees on the seniority list for vacation have had an opportunity to make a first choice.
- E. Subject to the requirements of efficient operations and with the consent of the Hospital, employees with one (1) year or more of service may be allowed to take not more than one (1) week of their vacation in increments of not less than one (1)

day. The employee must notify the Hospital in writing as to the particular day or days he or she desires at least one (1) week in advance of the posting of the schedule covering such day or days, unless an emergency situation makes such advance notice impossible, and such day or days must be consented to by the Hospital. The Hospital consent shall not be unreasonably withheld. If an employee has scheduled his or her full vacation entitlement, any day(s) of vacation taken in a daily segment pursuant to this paragraph will be deducted from the end of the employee's scheduled vacation. If an employee has not scheduled his or her full vacation entitlement, any days of vacation taken in a daily segment pursuant to this paragraph must be taken by the end of the employee's anniversary year and cannot be carried over into different anniversary year. If an employee has not selected his or her days of vacation to be taken in a daily segment by sixty (60) days prior to the end of his or her anniversary year, the Hospital, at its option, may select the particular day(s) of vacation to be taken by the employee in daily segments. The employee's option to take vacation in daily segments pursuant to this paragraph cannot be used with respect to prorated vacation but only with respect to fully earned vacation by reason of completion of an employee's anniversary year.

- F. An employee who becomes injured or sick while on vacation is eligible to utilize unused sick leave provided the employee is admitted to a hospital or applies and qualifies for state disability or brings the Hospital a verifiable doctor's certificate.
- G. Maximum Vacation Accrual. Vacation accrual shall not exceed four-hundred(400) hours. Employees that reach the cap will cease accruing vacation days until the balance is reduced below the cap.
- H. Vacation Sell Back. Employees may elect to cash out, at 100% of its value, up to one half of their annual vacation each calendar year. Vacation hours must be earned in order to utilize cash out. Employees shall be able to cash out once each calendar quarter.

SECTION 15. HOLIDAYS

A. The following holidays shall be recognized:

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

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

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

***Each employee with ninety (90) consecutive days of employment shall be entitled to one (1) floating holiday per year. Each year (July 1 to July 1) the Hospital and the employee shall agree on the day which shall be taken by the employee as a floating holiday. If the Hospital and the employee do not reach agreement, one (1) day shall be added to the employee's next vacation.

- B. No employee will be entitled to a paid holiday until such employee has been on the Hospital's payroll for at least thirty (30) calendar days, nor to a floating or birthday holiday until the employee has been on the Hospitals payroll for at least ninety (90) calendar days.
- C. If an employee entitled to a paid holiday is required to work on any of the aforementioned holidays he or she shall be paid at the rate of time and one-half (1- $\frac{1}{2}$) for actual hours worked. An employee will be paid holiday pay for which he or she is eligible and paid for time worked on a holiday in cash. Additional time off without pay may be granted within thirty (30) days upon agreement between the Hospital and the employee. An employee's request for additional time off shall not be unreasonably denied.
- D. If a holiday to which an employee is entitled falls on the employee's regular day off, he or she shall be granted another day off with pay as a holiday within thirty (30) days or shall be paid an additional day's pay.

- E. If a holiday to which an employee is entitled falls within the employee's vacation time, one (1) day shall be added to such vacation or shall be converted to pay at the employee's option.
- F. A paid holiday will not be charged against paid sick leave in cases where an employee is entitled to both benefits. Further, an employee entitled to a paid holiday may not be scheduled for a sixth (6th) day of work at straight-time during a week in which a scheduled workday is granted as a paid holiday.
- G. The Hospital will use its best efforts to grant each employee qualifying for paid holidays at least one (1) of the following three (3) holidays off: Thanksgiving Day, Christmas Day and the following New Year's Day.
- H. If an employee qualifying for paid holidays is required to work on the above three (3) such holidays, he or she will receive double (2) time for all hours worked on such New Year's Day (rather than time and one-half (1-1/2), in addition to the holiday pay to which he or she is entitled.
- I. Named holidays which fall on variable days during the course of the year, as contrasted with those which are observed on Monday by application of the Federal Monday Holiday Act, shall, when the holiday date falls on Sunday, be observed on such Sunday. All holiday provisions shall apply to Christmas Day, New Year's Day, Fourth of July and Martin Luther King Day on Sunday when the dates of these holidays fall on Sunday.
- J. A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

SECTION 16. LEAVE OF ABSENCE

A. General Provisions

Subject to the provisions of this Article and any applicable law, leaves of absence may be with or without pay, may be for medical purposes and/or non-medical reasons, and are subject to the approval of AHS.

1. Definitions

- a. Non-medical leaves of absence, with or without pay, include: Family and Medical Leave ("FML") taken for certain purposes (to care for a

family member with a serious health condition, Parental Leave, Military Caregiver Leave, and Qualifying Exigency Leave), as well as leave for jury or witness duty, voting.

- b. Medical Leaves with or without pay, include: FML taken because of the employee's own serious health condition or the employee's pregnancy disability, Pregnancy Disability Leave (whether or not it qualifies as FML), and Disability Leave.
- c. FMLA is the federal Family and Medical Leave Act of 1993.
- d. CFRA is the California Family Rights Act of 1995.
- e. PDLL is the California Pregnancy Disability Leave Law, which is part of the California Fair Employment & Housing Act.

2. Use of Family and Medical Leave (FML) Entitlement

- a. If an employee eligible for FML takes a leave for an FML-qualifying reason (as defined in §b. below), the absence from work shall be deducted from the employee's FML entitlement.
- b. If an employee is ineligible for FML or has exhausted her/his calendar year entitlement and requests leave for a serious health condition that would qualify as a disability, an approved disability leave of absence may be provided for the period(s) an eligible employee is absent from work for verifiable medical reasons as provided in §C. and §D. of this Article.

3. Benefit Eligibility While on Leave Without Pay

- a. Special Benefit Eligibility for FML and PDLL Leaves – A benefits-eligible employee shall have AHS-provided health benefits continued for the period of the FML Leave in accordance with §B.1.h. of this Article.
- b. An approved leave without pay shall not be considered a break in service.
- c. A benefits-eligible employee on an approved leave without pay other than an FML Leave may elect to continue AHS-sponsored insurance coverages (as determined by plan documents and/or regulations) for

the period of the leave by remitting the entire premium amount due for the period of the approved leave, in accordance with the provisions of the applicable plan(s). Regulations of the retirement systems determine the effects of leave without pay on retirement benefits. See §B.1.h., below for benefit eligibility when an employee is on an unpaid FML Leave.

4. Requests for Leave

Except as provided under §B.1.e. – Family and Medical Leave (FML)/Notification below, requests for leaves of absence and extensions, with or without pay, shall be submitted in writing to AHS through the Absence Management vendor. Such requests shall be submitted sufficiently in advance of the requested leave date to provide AHS time to assess the operational impact of granting the request. All requests for leaves of absence shall contain the requested beginning and end date of the leave, and any additional information as required.

5. Duration

- a. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. For leaves other than FML, written confirmation shall be provided when AHS determines such confirmation is appropriate. For leaves that are FML, see §B.1.c., below.
- b. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation.

6. Return to Work

- a. Except as provided in §B. – Family and Medical Leave (FML), §C. – Pregnancy Disability Leave, and Military Leaves, an employee who has been granted an approved leave with or without pay shall be reinstated to the same or a similar position in the same department upon expiration of the leave, in accordance with applicable law. An

employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave.

- b. Failure to provide a medical release to return to work, as required in §B.1.i.(1)(b) and §D.3, below, may result in the delay of reinstatement until the employee submits the required medical release certification.
- c. An employee who has exhausted her/his original leave entitlement and who has been granted additional leave under another section of this Article shall be reinstated in accordance with the provisions of the section under which the additional leave was granted. The employee shall be advised in writing of his/her reinstatement rights, at the time the additional leave is granted.
- d. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension thereof shall be considered to have abandoned her/his job.

B. Family and Medical Leave (FML)

An employee who is eligible for Family and Medical Leave (FML) and has not exhausted her or his FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail in this Section below:

- Due to the employee's own serious health condition (§B.2.)
- To care for a family member with a serious health condition (§B.3.)
- As Pregnancy Disability Leave (§B.4.)
- As Parental Leave (§B.5.)
- As Military Caregiver Leave (§B.6.)
- As Qualifying Exigency Leave (§B.7.)

FML is unpaid leave, except as otherwise provided in §B.1.g., below.

1. General Provisions for FML

a) Definitions

- 1) "Child" means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee stands in

loco parentis; provided that the child is either under 18 years of age or incapable of self-care because of a mental or physical disability.

- 2) **“Parent”** means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in *loco parentis* to the employee when the employee was a child. "Parent" does not include the employee's grandparents or mother-in-law or father-in-law unless they stood in *loco parentis* to the employee when the employee was a child.
- 3) **"Registered domestic partner"** means domestic partners who have registered with the State of California.
- 4) **“Spouse”** means a partner in marriage.
- 5) **“Serious health condition of an employee”** is an illness, injury, impairment, or physical or mental condition, that renders the employee unable to perform any one or all of the essential functions of the employee's position and involves one of the following:
 - a) inpatient care in a hospital, hospice, or residential medical care facility, or
 - b) continuing treatment by a health care provider for:
 - i. a period of incapacity of more than three (3) consecutive calendar days, or
 - ii. any period of incapacity or treatment due to a chronic serious health condition, or
 - iii. any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
 - c) An employee’s disability or work-related injury or illness may constitute a serious health condition.
- 6) **“Serious health condition of a family member of an employee”** is an illness, injury, impairment, physical or mental condition of the employee's child, parent, spouse, or same- or opposite-sex domestic partner that requires the participation of

the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity.

- 7) **"Health Care Provider"** is an individual who is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse mid-wife performing within the scope of her/his duties as defined under State Law; a Christian Science practitioner; or any health care provider that the employee's health plan carrier recognizes for purposes of payment.

b) Eligibility Criteria for FML

- 1) Employees who have at least twelve (12) cumulative months of AHS service, and have worked at least 1,250 hours of actual service (as defined below) during the twelve (12) month period immediately preceding the commencement of the leave are eligible for and shall be granted up to a total of twelve (12) workweeks of FML Leave in the rolling 12-month period measured backwards from the date the employee's leave commences, except as otherwise provided in this Article. If the employee is taking FML as Military Caregiver Leave, the employee shall be eligible for up to twenty-six (26) workweeks of leave in a single 12-month leave period. For the purposes of this Article and §B. only, all prior AHS service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve (12) month service requirement.
- 2) **"1,250 Hours of Actual Service"** is time actually spent at work and does not include any paid time off, such as PTO, extended sick leave, or holidays not worked. However, for employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

c) Duration of Leave

FML shall not exceed twelve (12) workweeks in any rolling 12-month

period measured backwards from the date the employee's leave commences, except when it is used for Pregnancy Disability Leave or Military Caregiver Leave. If the employee is taking FML for Military Caregiver Leave, the employee shall be eligible for up to twenty- six (26) workweeks of leave in a single 12-month leave period.

For the purposes of FML, twelve (12) workweeks is equivalent to four-hundred eighty (480) hours of scheduled work for full-time employees. While the use of FML need not be consecutive, in no event shall an employee's aggregate use of FML exceed a total of twelve (12) workweeks within a calendar year (or 26 workweeks in the single 12-month leave period if the employee is taking FML as Military Caregiver Leave).

- 1) **Hourly Conversion for Part-time or Alternately Scheduled Employees:** For employees who work part-time, the number of FML hours for which the employee is eligible shall be adjusted in accordance with her/his normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FML based on her/his hours worked over the twelve (12) months immediately preceding the leave.
- 2) Any leave taken by an eligible employee that qualifies as FML will be designated as such by AHS and will be counted against the employee's leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the employee (which could be weeks, days, hours, and/or partial hours).
- 3) If the employee has exhausted her/his entitlement to FML Leave, s/he may apply for additional leave pursuant to this Article.

d) Forms in Which FML May Be Taken

FML generally may be taken as a block leave or, in certain circumstances discussed below, on an intermittent or reduced schedule basis.

1) **Employee Requests for FML on an Intermittent or Reduced Schedule Basis**

When medically necessary and supported by medical certification, AHS shall grant an eligible employee's request for FML for the employee's serious health condition, to care for a family member with a serious health condition, or as Military Caregiver Leave on an intermittent or reduced schedule basis, including absences of less than one (1) day. When granted, AHS will count only the time actually spent on the intermittent leave or reduced work schedule toward the employee's FML entitlement for the applicable year.

An employee may take FML for Qualifying Exigency Leave on an intermittent or reduced schedule basis.

For requests to take FML as Parental Leave on an intermittent or reduced schedule basis, see §B.5.d., below.

2) **Temporary Transfer to Accommodate Intermittent Leave or Reduced Work Schedule**

When the employee requests FML on an intermittent or a reduced schedule basis due to the planned medical treatment for the employee's serious health condition or the serious health condition of a family member, AHS may, at its sole discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee's recurring need for leave. Such alternative position shall have equivalent pay and terms and conditions of employment but does not need to have equivalent duties.

e) **Notification**

- 1) If the employee learns of the event giving rise to the need for FML more than thirty (30) calendar days in advance of the leave's anticipated initiation date, the employee shall give AHS at least thirty (30) calendar day's notice of the need for leave. An employee who fails to give thirty (30) days' notice for a foreseeable leave without any reasonable excuse for the delay, may have the FML leave delayed until thirty (30) days after the

date on which the employee provides notice.

- a) If the need for leave is foreseeable due to the planned medical treatment of the employee (due to the employee's serious health condition or pregnancy disability) or the planned medical treatment of the employee's family member with a serious health condition, the employee shall make reasonable efforts to schedule the treatment so as to not unduly disrupt AHS's operations, subject to the approval of the health care provider.
 - b) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide AHS with as much notice as practicable and, at a minimum, comply with AHS' normal call-in or notice procedures.
- 2) AHS shall determine whether the employee meets the eligibility requirements and qualifies for an FML Leave and shall, within five (5) days of that determination, notify the employee whether the leave is designated or provisionally designated as FML Leave. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted.
 - 3) Extensions to an FML Leave may be granted, up to the aggregate maximum of twelve (12) workweeks in a calendar year (or 26 workweeks in a single 12-month leave period if FML is being taken as Military Caregiver Leave). If an employee's need for leave continues after her or his FML entitlement has been exhausted, the employee may be eligible for a Disability Leave in accordance with §D. of this Article.

f) Certification and Other Supporting Documentation

1) Certification When FML is Taken for the Employee's Own Serious Health Condition

When FML is requested for the employee's own serious health condition, AHS may, at its discretion, require that an employee's request for leave be supported by written certification issued by the employee's health care provider.

When certification is required by AHS, the employee shall be so advised in writing. Certification may be provided by the employee on a form given to the employee by AHS and shall, regardless of the format in which it is provided, include:

- a) a certification that the employee has a serious health condition as defined in §B.1.a.(4)., above, and
- b) a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position, and
- c) the date on which the employee's serious health condition began, if known, the probable duration of the condition and the employee's probable date of return, and
- d) whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced work schedule, and if so, the probable duration of the need for such schedule, and,
- e) if the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.

2) **Certification When FML Is Taken to Care for the Employee's Family Member with a Serious Health Condition**

When FML is requested so that the employee may care for a family member with a serious health condition, AHS may, at its discretion, require that an employee's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by AHS, the employee shall be so advised in writing.

Certification may be provided by the employee on a form given to the employee by AHS and shall, regardless of the format in which it is provided, include:

- a) certification that the employee's family member has a serious health condition as defined in §B.1.a.(5)., above, and

- b) a statement that the family member's serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity, and
- c) whether the employee's family member will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the employee will need in order to provide that supervision or care; and the probable duration of that need for leave.

In addition, the employee will be required to certify either on the same form or separately what care s/he will provide the family member and the estimated duration of the period of care.

3) **Certification When FML Is Taken for Military Caregiver Leave**

When Military Caregiver Leave is requested, the employee may be required to provide a certification completed by an authorized health care provider of the covered servicemember, which includes health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any health care provider (as defined in §B.1.a.(6)., above) who is treating the covered servicemember. The certification should provide information sufficient to establish entitlement to Military Caregiver Leave, including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave and that she or he has a covered relationship with the employee, as well as an estimate of the leave needed to provide the care. When the covered servicemember is a covered veteran, the employee may be required to provide information establishing her or his veteran status, the date of separation from the Armed Forces, and that separation was other than dishonorable.

4) Certification When FML Is Taken for Qualifying Exigency Leave

When Qualifying Exigency Leave is requested, an employee may be required to provide a copy of the military member's active duty orders. Employees may also be required to provide certification of: 1) the reasons for requesting Qualified Exigency Leave, 2) the beginning and end dates of the qualifying exigency, and 3) other relevant information.

5) Confirmation of Family Relationship

AHS may, at its sole discretion, require that an employee complete a Declaration of Relationship form to certify her/his relationship with the child when the employee is requesting FML as Parental Leave or to certify his/her relationship with the family member when the employee is requesting FML to care for a family member with a serious health condition. The employee's failure to provide a completed Declaration of Relationship form within fifteen (15) calendar days of AHS's written request may result in discontinuance of the leave until the required documentation is provided. If the employee fails to provide the completed Declaration of Relationship form within a reasonable time as requested, FML leave will be denied.

6) Questioned Medical Certifications

Should AHS question the validity of the employee's certification for her/his own serious health condition, AHS may, at its sole discretion, require that the employee obtain a second medical opinion from a second health care provider selected by AHS. Should the second medical opinion differ from the opinion of the employee's own health care provider, AHS may, at its sole discretion, require a third medical opinion from a third health care provider, jointly selected by the employee and AHS. AHS shall bear the cost of the second and third opinions, and the third opinion shall be final.

7) **Additional Certification and/or Recertification**

If additional FML is requested beyond the period supported by the certification previously provided or the circumstances of the leave have changed, AHS may, at its sole discretion, require the employee to obtain recertification. Such requests for subsequent certification and/or recertification shall be in writing. If certification and/or recertification is required, the employee shall return the certification within fifteen (15) calendar days of AHS's request, where practicable.

8) **Failure to Provide the Requested Certification and/or Recertification**

An employee's failure to provide the certification and/or recertification for a foreseeable leave other than Pregnancy Disability Leaves within the requested time may result in delay of the leave until the required certification is received. An employee's failure to provide certification for an unforeseeable leave other than Pregnancy Disability Leave within the requested time period may result in discontinuance of the leave until the required certification is provided. If the employee fails to provide certification or recertification within a reasonable time as requested, FML Leave will be denied.

If the employee fails to provide a complete and sufficient certification and/or re-certification, the employee shall be given fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete or insufficient certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the employee fails to provide a complete and sufficient certification and/or recertification, FML will be denied.

g) Use of Accrued Paid Leave

FML Leave is unpaid, except for the use of extended sick leave and/or the use of accrued PTO, as provided in this Article.

- 1) An employee on FML for her/his own serious health condition shall use all accrued extended sick leave and all accrued PTO time prior to taking leave without pay.
- 2) An employee on FML to care for a family member with a serious health condition or taking FML as Military Caregiver Leave may use extended sick leave and shall use accrued PTO time prior to taking leave without pay.
- 3) An employee taking FML as Qualifying Exigency Leave shall use accrued PTO time prior to taking leave without pay.

h) Continuation of Health Benefits

An eligible employee who is on an approved FML shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as follows:

- 1) When the employee is on FML that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.
- 2) When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve-month period. For purposes of Military Caregiver Leave, the "single twelve-month period" is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.
- 3) When the employee is on a Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 4) When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve-month period. If any of the Pregnancy Disability Leave runs concurrently under

the FMLA, the continued coverage provided for that portion of the leave will count towards the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.

- 5) When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave): Continued coverage for up to twelve (12) workweeks in a calendar year.

i) Return from FML

1) Required Notice and Documentation

- a) The employee shall provide reasonable notice to her/his employing department of her/his anticipated return to work.
- b) An employee returning from FML for her/his own serious health condition must provide a written medical release to return to work prior to returning to work. AHS may delay restoring the employee to employment or terminate the employee without such certificate. For returns after Pregnancy Disability Leave, see §C.4.e., below.
- c) The employee who has been medically released to perform the essential assigned functions of her/his job, shall be reinstated in accordance with the provisions of §B.1.i.(2)., below.
- d) Failure to provide a medical release to return to work may result in the delay of reinstatement until the employee submits the required medical release certification.

2) Reinstatement Rights

When an employee has been granted an approved FML for any purpose other than Pregnancy Disability and returns within twelve (12) workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken for Military Caregiver Leave), s/he shall be reinstated to the same or an

equivalent position upon expiration of the leave. For an employee's return to work rights after Pregnancy Disability Leave, see §C.5., below. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation. An employee who has been granted an FML for her/his own serious health condition, may be required by AHS to provide a written medical release to return to work prior to her/his return to work.

2. FML for Employee's Serious Health Condition

FML for the employee's own serious health condition is leave taken when the employee's own "serious health condition," as defined in §B.1.a.(4). above, renders the employee unable to perform any one or more of the essential functions of the employee's position.

3. FML to Care for Employee's Family Member with a Serious Health Condition

FML to care for a family member with a serious health condition is leave to care for the employee's child, parent, spouse or same or opposite sex domestic partner who has a "serious health condition," as defined in §B.1.a.(5)., above.

4. FML as Pregnancy Disability Leave

When an employee who takes Pregnancy Disability Leave pursuant to §C., below is eligible for FML, her Pregnancy Disability Leave will be counted against her FML entitlement under the FMLA as well as her Pregnancy Disability Leave entitlement under PDLL.

5. FML as Parental Leave

FML taken as Parental Leave is leave taken to bond with the employee's newborn or a child placed with the employee for adoption or foster care or to attend to matters related to the birth, adoption, or placement of the child. The following special provisions apply to Parental Leave:

a. **Time Limit for Parental Leave**

Parental leave must be initiated and concluded within one (1) year of the birth or placement of the child with the employee.

b. **Eligibility for Parental Leave**

An employee taking Parental Leave must meet the eligibility requirements for FML set forth in §B.1.b., above, except when the employee is taking Parental Leave immediately following an FML taken as Pregnancy Disability Leave. In those circumstances, an employee who was eligible for FML under the FMLA at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave under CFRA for up to twelve (12) workweeks after her Pregnancy Disability Leave, provided that she has not exhausted her FML entitlement under CFRA for that leave year.

c. **Advance Notice**

The employee shall request Parental Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or foster care, in order to allow AHS to plan for the absence of the employee, but the employee shall not be required to provide more than thirty (30) days advance notice. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with an FML taken as Pregnancy Disability Leave, shall be set at the time such Pregnancy Disability Leave commences. Parental Leave, when taken because of the adoption or placement of the child with the employee could commence prior to the date of placement.

d. **Duration of Parental Leave**

Parental Leave, alone, shall not exceed twelve (12) workweeks within a calendar year as defined in §B.1.b.(1). and §B.1.c., above. However, when an FML for Parental Leave is combined with an FML for Pregnancy Disability Leave, the total FML Leave shall not exceed seven (7) months in a calendar year.

e. **Forms in which Parental Leave May Be Taken**

AHS shall grant a Parental Leave of less than two (2) weeks duration on any two (2) occasions during a calendar year. AHS, at its sole discretion, may require that any additional Parental Leave requested during this same time period be for a minimum duration of two (2) weeks, unless otherwise required by law.

6. **FML as Military Caregiver Leave**

An eligible employee may take Military Caregiver Leave to care for a family member who is a “covered servicemember” undergoing medical treatment, recuperation or therapy for a “serious injury or illness,” consistent with the definitions of those terms in §B.6.b., below.

a. **Eligibility Criteria and Duration Specific to Military Caregiver Leave**

An eligible employee is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single twelve-month (12-month) leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered servicemember to be eligible for this type of leave and must meet the eligibility requirements for FML set forth in §B.1.b., above.

b. **Definitions Specific to Military Caregiver Leave**

- 1) **“Covered servicemember”** means:
 - a) a current member of the Armed Forces (including a member of the National Guard or Reserves) who, because of a “serious injury or illness,” is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list or
 - b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a “serious injury or illness.”
- 2) **“Covered veteran”** means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) who was discharged or released under conditions

other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Military Caregiver Leave to care for a covered veteran.

- 3) **“Outpatient status”** means the status of a servicemember assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- 4) **“Serious injury or illness”** means:
 - a) For a current member of the Armed Forces (including a member of the National Guard or Reserves): an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the covered servicemember medically unfit to perform the duties of her or his office, grade, rank, or rating;
 - b) For a covered veteran: an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered her or him unable to perform the duties of her/his office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for Military Caregiver Leave; (3) a physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful

occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Programs for Comprehensive Assistance for Family Caregivers.

- 5) **“Parent of a covered servicemember”** means a covered servicemember's biological, adoptive, step or foster father or mother or any other individual who stood in loco parentis to the covered servicemember. The term does not include parents in law.
- 6) **“Son or daughter of a covered servicemember”** means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- 7) **“Next of kin”** means (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the blood relative who the covered servicemember has designated in writing as her or his nearest blood relative for purposes of Military Caregiver Leave.
- 8) **“Single 12-month leave period”** means the period beginning on the first day the employee takes Military Caregiver Leave and ends twelve (12) months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at AHS.

c. **Leave Entitlement**

Military Caregiver Leave is applied on a per-covered servicemember, per-injury basis. Eligible employees may take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any “single twelve-month (12-month) period.”

If an eligible employee does not use all of her or his twenty-six (26) workweeks of leave entitlement to care for a covered servicemember during this single twelve-month (12-month) leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered servicemember for that serious injury or illness is forfeited.

As with other types of FML, this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered servicemember, the employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

7. **FML as Qualifying Exigency Leave**

Qualifying Exigency Leave is an additional type of FML available to eligible employees. If the military member is the spouse, domestic partner, son, daughter or parent of the employee, the employee may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the military member is on covered active duty or call to covered active duty status.

a. **Definitions Specific to Qualifying Exigency Leave**

- 1) **"Son or daughter on covered active duty or call to covered active duty status"** means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age.
- 2) **"Covered active duty or call to covered active duty status"** means:
 - a) For purposes of members of the Regular Armed Forces: duty during the deployment of the member with the Armed Forces to a foreign country.

- b) For purposes of a member of the Reserve component of the Armed Forces: duty during the deployment of the military member of the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to 10 U.S.C. §§ 12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.
- 3) **“Reserve component of the Armed Forces”** include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation pursuant to 10 U.S.C., §§12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.
- 4) **“Qualifying exigency”** is defined as any one of the following, provided that the activity relates to the military member’s covered active duty or call to covered active duty status:
 - a) Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven (7) or fewer calendar days prior to the date of deployment;
 - b) Military events and activities, including official ceremonies;
 - c) Childcare and school activities for a child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time that Qualifying Exigency Leave is to commence;
 - d) Financial and legal arrangements to address the military member’s absence or to act as the military member’s representative for purposes of obtaining,

arranging, or appealing military service benefits while the military member is on covered active duty or call to active duty status and for the ninety (90) days after the termination of the military member's covered active duty status;

- e) Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for the child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time the Qualifying Exigency Leave is to commence;
- f) Rest and Recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who is on short-term, temporary Rest and Recuperation leave during the period of deployment;
- g) Post-deployment activities, including (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;
- h) Arranging for care for the parent of the military member or providing care for the parent on an urgent, immediate need basis (but not on a routine, regular, or everyday basis), where the parent is incapable of self-care and is the biological, adoptive, step, or foster father or mother of the military member, or any other individual who stood in loco parentis to the military member when the military member was under 18 (eighteen) years of age; and
- i) Additional activities related to the military member's active duty or call to active duty status when the employer and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

C. Pregnancy Disability Leave

During the period when an employee is disabled because of pregnancy, childbirth, or related medical condition, she is entitled to and AHS shall grant her request for Pregnancy Disability Leave. Pregnancy Disability Leave may also be used for prenatal care.

For an employee disabled by pregnancy, childbirth or related medical condition, no eligibility requirements apply, such as minimum hours worked or length of service. If the employee is eligible for FML, pursuant to §B., above, such leave shall be deducted from an employee's FML entitlement under the federal FMLA as well as her entitlement under the PDDL.

Pregnancy Disability Leave may be taken as a block leave or, when medically advisable, on an intermittent or reduced schedule basis. Only the amount of leave time actually taken may be counted against the employee's Pregnancy Disability Leave entitlement.

1. Duration

- a. An employee is entitled to Pregnancy Disability Leave for the period of actual disability up to four (4) months per pregnancy.
- b. If the employee continues to be disabled by pregnancy, childbirth, or related medical condition beyond four (4) months, a medical disability leave of absence may be granted in accordance with §D., below.
- c. Following Pregnancy Disability Leave, the employee may be eligible for Parental Leave, pursuant to §B.5., above, to care for her newborn child. The total FML taken for a combination of Pregnancy Disability Leave and Parental Leave shall not exceed seven (7) months in a calendar year.

2. Use of Accrued Paid Leave

Pregnancy Disability Leave may consist of leave with or without pay; however, an employee shall be required to use accrued extended sick leave. If extended sick leave is exhausted, the employee may elect to use accrued PTO time prior to taking leave without pay.

3. **Transfer and Other Reasonable Accommodations as Alternatives to or in Addition to Pregnancy Disability Leave.**

- a. **Transfer at the Request of the Employee.** AHS shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee when such transfer is medically advisable according to the employee's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the employee is also taking leave on an intermittent or reduced schedule basis. When the employee's health care provider certifies that the transfer is no longer medically advisable, AHS shall return the employee to her same position or a comparable position in accordance with §C.5., below.
- b. **Transfer to Reasonably Accommodate Employee's Need for Intermittent or Reduced Schedule Leave.** When the employee's health care provider states in a medical certification that it is medically advisable for the employee to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, AHS may, at its sole discretion, transfer the employee temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications of the alternative position. When the employee's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, AHS shall return the employee to her same position or a comparable position in accordance with §C.5., below.
- c. **Other Reasonable Accommodations.** If the employee's health care provider certifies that reasonable accommodation(s) other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, AHS shall engage in the interactive process with the employee to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

4. Certification

- a. When an employee requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, AHS may, at its discretion, require that the employee's request be supported by written medical certification issued by the employee's health care provider.
- b. When a medical certification is requested in connection with the employees' request for reasonable accommodation or transfer, it shall contain the following: (a) a description of the requested accommodation or transfer, (b) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (c) the date on which the need for reasonable accommodation became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.
- c. When a medical certification is requested in connection with an employee's request for leave, it shall contain the following: (a) a statement that the employee needs to take Pregnancy Disability Leave because she is disabled by pregnancy, childbirth, or a related medical condition, and (b) the date on which the employee became disabled because of pregnancy and the estimated duration of the leave.
- d. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the leave until the required certification is provided.
- e. AHS may, at its discretion, require that an employee returning to work immediately following Pregnancy Disability Leave provide a written medical release prior to returning to work.

5. Reinstatement after Pregnancy Disability Leave

- a. Consistent with AHS' practice for other employees returning from a disability leave for reasons other than pregnancy, AHS requires that an employee returning from pregnancy-related disability leave provide a release to return to work from her healthcare provider stating she is able to resume her original job or duties. Employees

returning from a pregnancy-related disability leave generally are entitled to be reinstated to the same position, subject to certain conditions, and consistent with applicable law.

6. Continuation of Health Benefits

A benefits-eligible employee on Pregnancy Disability Leave shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as set forth in §B.1.h.(4)., above, whether or not the Pregnancy Disability Leave also qualifies as FML.

D. Disability Leaves Other Than Pregnancy Disability Leave

In addition to medical or pregnancy-related disability leaves, employees may take a temporary disability leave of absence if necessary, to reasonably accommodate a disability under the ADA or the FEHA. A disability leave of absence is the period(s) for which an eligible employee is granted leave from work for medical reasons in accordance with §D.1., below. Disability leaves of absence with or without pay are provided for leaves due to non-work-related illnesses or injuries. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled under FML.

1. Eligibility

An employee may be eligible for a disability leave of absence with or without pay when s/he has exhausted her/his twelve (12) workweek FML entitlement in a calendar year, or s/he is not otherwise eligible for FML Leave, or the employee has exhausted her four (4) month entitlement under the Pregnancy Disability Leave Laws, and s/he:

- a. is medically incapable of performing the essential assigned functions of her/his job due to a non-work-related illness or injury, with or without reasonable accommodation, and
- b. has furnished evidence of disability satisfactory to AHS.

2. Duration

The duration of a disability leave shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes performing the essential functions of his or her position, with or without reasonable accommodation.

3. Return to Work

The employee shall not be reinstated from a medically related leave of absence until a medical release certification is provided to AHS within 5 days of the request to return. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position, with or without reasonable accommodation.

E. Military Spouse/Domestic Partner Leave

An employee who is a spouse or domestic partner of a member of the Armed Forces, National Guard, or Reserves may take this leave during a "qualified leave period" when the employee's spouse or domestic partner is on leave from a period of military conflict. "Qualified leave period" means the period during which the "qualified member" is on leave from deployment during a period of military conflict. An eligible employee shall be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period.

1. Definitions Specific to Military Spouse/Domestic Partner Leave

a. "Qualified member" means a person who is any of the following:

- 1) A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or
- 2) A member of the National Guard who has been deployed during a period of military conflict, or
- 3) A member of the Reserves who has been deployed during a period of military conflict.

b. "Period of military conflict" means either of the following:

- 1) A period of war declared by the United States Congress, or
- 2) A period of deployment for which a member of a reserve component is ordered to activity duty, as defined in Military & Veterans Code §395.10.

2. Eligibility

To be eligible, an employee must satisfy all of the following criteria:

- a. Be a spouse or domestic partner of a “qualified member”;
- b. Perform services for AHS for an average of twenty (20) or more hours per week;
- c. Provide AHS with notice, within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, of the employee’s intention to take the leave; and
- d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee.

3. Substitution of Paid Leave

This leave is unpaid leave, except that an employee shall use accrued PTO time prior to taking leave without pay.

F. Work-Related Disability Leave of Absence

1. AHS complies with all state laws and regulations regarding workers' compensation. All employees are covered by AHS's workers' compensation policy. AHS pays the full cost to provide workers' compensation coverage.
2. Employees must report work-related injuries and illnesses to their supervisor or Human Resources as soon as possible.
3. If an employee is unable to work as a result of a work-related injury or illness, employees receive wage-replacement income consistent with applicable law. To the extent permitted, such leaves will run concurrently with FML leave. Employees are expected to return to work when their treating health-care provider indicates that they are fit to return to work. Employees are eligible for up to 24 months of temporary disability benefits in cases of an approved industrial injury or illness.

G. Personal Leaves of Absence

1. **Eligibility:** All regular full-time and part-time employees (scheduled 24 hours per week or more) who have worked for AHS at least one year may

be granted a Personal Leave of Absence without Pay at the sole non-grievable discretion of the Hospital. These eligibility requirements of may be waived at the sole non-grievable discretion of the Hospital.

2. **Duration:** Personal Leaves may be granted for a maximum of six (6) months. This six month maximum requires the usage of PTO, where accrued.
3. **Benefits While on Leave:** AHS will continue to pay for the employer's share of health and welfare benefits while the employee is using paid leave. For unpaid leaves of absence, the employee may continue coverage at his/her own expense in accordance with Hospital policy and processes governing payment of health and welfare costs. During an unpaid leave, the employee ceases accruing paid leave benefits.

H. Voting

An employee shall be granted leave with pay, up to a maximum of two (2) hours, for voting in a statewide primary or general election if the employee does not have time to vote outside of working hours.

I. Time Off to Appear at Child's School or Daycare

1. Eligibility

- a. Employee is a parent, guardian, stepparent, foster parent, or the parent's domestic partner, or grandparent having custody of one or more children enrolled in kindergarten or grades 1 through 12, or attending a licensed child-care facility; and
- b. Employee is required to appear at his/her child's school at the schools' request or participate in activities at the school(s) of his/her children, to find, enroll, or reenroll their children in a school or with a licensed child care provider; or address a child care provider or school emergency.

2. Notice

Reasonable notice shall be provided to the employee's supervisor.

3. Duration

A leave without pay will be granted in accordance with the following:

- a. Leave not to exceed 8 hours in any calendar month; and
- b. Leave not exceed 40 hours per school year

4. Substitution of Paid Leave

This leave is unpaid leave, except that an employee shall use accrued PTO time prior to taking leave without pay.

5. An employee will be provided time off if he/she provides reasonable advanced notice if asked by a teacher to appear at school as a result of the parent or guardian's child having been suspended. Time off to appear at school under this condition does not impact upon the 40 hours of school participation leave described above.

6. Proof

Proof of attendance and activity may be required by the Manager/Supervisor.

SECTION 17. HEALTH PROGRAM

A. Health Plans

- 1. AHS shall contribute the monthly provider's charge for a comprehensive group health plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents. The current co-pays for office visits, services and prescriptions will be clearly described in the summary of each health plan made available to SEIU-UHW employees during open enrollment.
- 2. Employees shall be notified of changes and/or modifications of plans during open enrollment each year. AHS agrees to meet and confer with the union over changes to the health and benefit plans.
- 3. Those employees who are on the payroll as .50 FTE and higher but have not worked enough hours during the look back period to have an average FTE

.50 or higher will not be benefit eligible. FMLA, Workers Compensation Disability leave and other paid leaves will be included in the calculation of hours worked.

4. Beginning January 1, 2015 Per Diem (on call) and Short hour employees will be eligible for Medical if they work on average 30 hours or more per week during the annual benefit look back period or as ACA dictates.
5. Duplicative Coverage. This applies to married AHS employees and employees in domestic partnerships both employed by AHS. The intent of this section limits AHS employees who are married or in a domestic partnership from both covering each other within the same health plan. Married AHS employees and employees in domestic partnerships, both employed by AHS, shall be entitled to one (1) choice from plans offered through AHS.
6. Share the savings will be a flat \$250 per month for opting out of the health plan altogether. Employees will be able to opt out of the Dental Plan as well for \$20 per month; again, they would have to opt completely out. Married couples or domestic partners who both work for AHS will not be eligible for either share the savings or double health and/or dental coverage.
7. Effect of Authorized Leave without Pay on Health Plan Coverage. Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan which they had coverage prior to the authorized leave by completing the appropriate enrollment within thirty (30) calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by AHS. Those whose health plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hired.
8. Open Enrollment. Eligible employees may choose among available options during an Open Enrollment period in the Fall of each year.

B. Dental Plans

1. AHS shall contribute the full cost of the provider's charge for a dental plan for full-time employees and their dependents, including domestic partners and their dependents, provided that the employee is benefit eligible based upon the number of hours worked during the annual look back period, the eligibility is the same as the Medical Plans. Eligible full-time employees may elect any one of the dental plan options provided through AHS.
2. The dental plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employees as described in Section
3. A.5 above. To participate an employee must have a calculated FTE of .50 or higher in the prior benefit look back period.
4. Dental Plan Premium Payment on Final Paycheck Before Authorized Leave Without Pay or Employee Separation. AHS shall make a dental plan premium payment on a final paycheck for employees who are on paid status at least forty (40) hours in the last biweekly pay period.
5. Full-time and Part-time employees. Full time and part time employees regularly scheduled to work 50% or more per pay period who were absent on authorized leave without pay, and whose dental plan coverage lapsed for a duration often pay periods or less, will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Those whose dental plan coverage lapsed for a duration greater than ten (10) pay periods will be re-enrolled in the same manner as is allowed for new hires with respect to the application of deductibles, maximums and waiting periods. Coverage begins at the effective date of coverage and will be based on guidelines established by AHS.
6. AHS Open Enrollment. Eligible employees may choose from among the options available during the annual Open Enrollment period. Premiums of all AHS dental options will be paid according to dependent status (single, two- party or family).

C. Effect of Mandated Fringe Benefits

In the event that State or Federal law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate,

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

D. Dependent Care Salary Contribution

Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to \$5,000 each calendar year from their salaries for approved dependent care (Eligible employees may only contribute a portion of their salary for such expenses; there is no AHS contribution for dependent care.) PER DIEM employees are not eligible for this benefit.

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

DISABILITY INSURANCE BENEFITS

E. Participation

AHS shall continue to participate under the State Disability Insurance (SDI) Program.

F. Employee Options

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

1. **Option 1.** Not applying for disability insurance benefits and using accrued sick leave and vacation or;
2. **Option 2.** Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include sick leave and vacation. The choice to integrate accrued and sick leave only with SDI benefits may not be waived by the employee or AHS.

3. **Amount of Supplement.** The amount of the supplement provided in this section for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal net, not gross salary rate, including premium conditions specified in Section or any other provision of this MOU, and the "weekly benefit amount" multiplied by two (2) and divided by SO.

G. How a Supplement to SDI is Treated

Hours, including fractions thereof, charged against the employee's accrued leave as a supplement to disability insurance benefits will be regarded as hours of paid leave of absence.

H. Paid Time Off

Paid Time Off shall be accrued based upon the proportion of the hours, charged against the employee's accrued leave balances to the regular pay period.

I. Health and Dental Plan Coverage in Conjunction With SDI

For purposes of determining eligibility for AHS's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued leaves shall be regarded as on paid status for their regular work schedules with regard to the days for which such supplement is paid.

- J. The group health care providers will permit employees who are dropped from health and/or dental plan coverage because of exhaustion of their accrued leaves, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Article herein.

SECTION 18. UNEMPLOYMENT COMPENSATION AND DISABILITY

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

SECTION 19.

RETIREMENT PLAN

- A. Effective January 1, 1976, the Hospital commenced, and thereafter continued, coverage of eligible employees under the Building Service Employees Pension Plan. Effective May 24, 2009 such contributions shall be increased to one dollar and twenty-five cents (\$1.25) per hour. Effective the first day of the pay period closest to, and inclusive of June 1, 2010, such contribution shall be increased to one dollar and thirty cents (\$1.30) per hour. Effective the first day of the pay period closest to, and inclusive of June 1, 2011, such contribution shall be increased to one dollar and thirty-five cents (\$1.35) per hour.
- B. An eligible employee is defined as any Regular Full-time or Regular Part-time employee on a pre-determined work schedule of twenty (20) hours or more per week and who has completed one (1) year of employment with the Hospital.
- C. The Hospital shall have the option of making contributions to the Plan either within twenty (20) calendar days for the employee's total paid hours of the previous month or within twenty (20) calendar days following the end of each two (2) payroll periods based on the total paid hours of the employee during such periods.
- D. The Hospital shall make the required payment within the aforesaid twenty (20) calendar days to the Trustees of the Pension Plan, 989 Market St., San Francisco, CA 94103, and shall continue such payments for the term of this Agreement or as required by any subsequent and succeeding Agreement.
- E. The Hospital accepts the terms of and will comply with all of the provisions of the Building Service Employees Pension Trust as amended, and of the Building Service Employees Pension Plan, as amended, and be bound by all of the provisions of that certain Trust Indenture, as amended, executed on October 30, 1953. The Hospital shall maintain, furnish and make available for audit at the Hospital any data and records as the Trustees may require as provided in the Pension Trust Indenture. Submission of a copy of this Collective Bargaining Agreement to the Pension Plan Trustees is a confirmation of the Hospital's acceptance of the terms of the Trust Indenture and Pension Plan on the basis as specified herein.
- F. The Hospital agrees that full vesting rights, earned as of December 31, 1975, based on all years of participation by an employee, will be retained for such employee covered under the previous Hospital Retirement Plan provided the employee was still employed at Alameda Hospital as of December 31, 1975, had ten (10) or more

years of service at the Hospital on such date, and qualified for vested rights in accordance with the provisions of said Plan. Such benefits will be payable under said Plan upon retirement of the employee.

- G. Contingent Vesting: Any eligible employee with more than one (1) year but with less than ten (10) years of service at the Hospital (non-vested) as of December 31, 1975, shall be credited for years of membership under the previous Hospital Retirement Plan and will retain the right to retirement benefits under such Plan provided such employee eventually attains ten (10) or more years of service at the Hospital. Benefits under the Hospital Retirement Plan shall be limited, however, to those earned for years of service at the Hospital prior to December 31, 1975, and in accordance with the formula set forth in such Plan.
- H. The Hospital will continue to provide retirement benefits for employees who retired prior to January 1, 1976, pursuant to the applicable provisions of the Hospital's Retirement Plan.
- I. Upon retirement from Alameda Hospital, an employee who is eligible for benefits under the Building Service Employees Pension Plan will be given credit for past service at the Hospital for computation purposes in determining the amount of benefits to which the employee is entitled.
- J. The Hospital has established and will maintain a 457(b) Plan for bargaining unit employees.
 - 1. Retiree Health Care Bridge: 63-½ - 65: Employees with a minimum of 15 years continuous benefited service at the time of retirement retiring between the ages of 63-½ - 65 years of age, will be eligible to receive a monthly retiree health stipend of \$250. This retiree health stipend must be put toward a bona fide healthcare plan or COBRA continuation.
 - 2. Employees with a minimum of 10 years of continuous benefited service at the time of retirement shall receive a quarterly Medicare supplement stipend of \$300 dollars. This Medicare supplement stipend must be put toward a bona fide Medicare supplement insurance program.

SECTION 20. NO DISCRIMINATION

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

SECTION 21. UNIFORMS

When employees are required to wear uniforms or special type work clothes while in the employ of the Hospital, the cost of laundering and furnishing same shall be borne by the Hospital, provided that the Hospital shall not be required to furnish or launder apparel traditionally worn by such employees in Hospitals generally. The term "uniform" includes wearing apparel and accessories of distinctive design or color. Employees shall exercise reasonable care in maintaining their uniforms in good condition, given normal wear and tear, and shall return their uniforms to the Hospital upon termination and prior to receiving their final paycheck. Employees shall be notified of these requirements upon receipt of a uniform. Dietary employees shall receive \$50 per year when required to wear non-skid shoes upon submission of receipt.

SECTION 22. IN-SERVICE TRAINING

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

The Hospital will provide or continue to provide In-Service Education on the subject of isolation techniques to employees who come in contact with diagnosed isolation cases. An employee who has not been provided with such training may request intervention by the

person in charge of the department in the event the employee's immediate supervisor assigns the employee to a diagnosed isolation case or cases.

In-Service medical-surgical programs will be available for LVN's at the Hospital and shall be open to participation by LVN's upon request. In the discretion of the Hospital, such programs may include training designed to provide LVN's and Sr. LVN's with IV therapy skills.

When In-Service Education programs provided by the Hospital qualify for accreditation by the state for purposes of continuing education for re-licensure or re-certification, the Hospital will seek such accreditation and pay the state fees for accreditation of the courses.

The Hospital will continue to receive information on educational programs and approved continuing education courses offered by other Bay Area Hospitals and will continue to provide Bay Area Hospitals with similar information on programs offered by the Hospital. The Hospital will post on the Nursing Department Bulletin Board the information relating to such programs. LVN's will utilize their education leave under the conditions specified therein for participation in these approved continuing education courses.

SECTION 23. EDUCATION AND TRAINING TRUST FUND

Management agrees that, effective February 1, 2005, it will contribute to the Taft- Hartley Labor Management.

The SEIU United Healthcare Workers West and Joint Employer Education Funds formed by the Union at the rate of 0.22% of the straight-time wages for members of this bargaining Unit, provided that concerns over the plan's workings are resolved to the mutual agreement of the parties.

SECTION 24. EDUCATION LEAVE

- A. Regular Full-time or regular Part-time employees in any classification requiring Continuing Education, and/or re-certification are eligible and shall earn leave with pay to attend courses, institutes, workshops or classes, including approved online classes, of an educational nature on the basis of forty (40) hours leave per year. Said forty-hours (40) shall be pro-rated for part-time employees.

Full-time employees in departments other than Nursing shall earn education leave on the basis of sixteen (16) hours leave per year. Said sixteen-hours (16) shall be pro-rated for part-time employees.

However, under special circumstances and on a case-by-case basis, the District is willing to consider granting leave to Full-time, non-nursing staff beyond the sixteen (16) hours provided currently, up to twenty-four (24) hours, based on departmental needs, the applicability of the course, staffing needs and current financial status. Such requests shall not be unreasonably denied.”

Such leave will be provided under the following conditions:

(After six (6) months’ employment, an eligible employee may use the educational leave earned to date, on a pro rata basis. For example, after six (6) months’ employment, the employee may take two and one-half (2-½) days’ education leave).

1. The employee applies in advance in writing, specifying the course, institute, workshop, or class he or she wishes to attend;
 2. The employee obtains permission from his or her supervisor to attend;
 3. Such leave shall not interfere with staffing;
 4. Such leave is job-related or relates to a job or jobs within the employee’s department to which the employee can expect to transfer or be promoted in the usual course of eligibility.
- B. In applying the educational program, the following principles shall govern:
1. If the educational program has a duration of four (4) or more hours within or without a shift in whole or in part, the employee will be excused from his/her shift and receive eight (8) hours educational leave pay for such day, or up to a maximum of the employee’s regular schedule if less than eight (8) hours.
 2. If the educational program has a duration of less than four (4) hours and falls within the employee’s shift in whole or in part, the employee will be paid for hours spent at the educational program and will work the balance of his/her shift or, at the option of the Hospital, the employee can be excused from his/her entire shift and be paid eight (8) hours educational leave pay or up to a maximum of the employee’s regular schedule if less

than eight (8) hours. The Hospital shall notify the employee of the option it elects at the time it approves the leave request. In no case shall the combination of paid work time and paid educational leave exceed eight (8) hours per day or the employee's regular schedule if less than eight (8) hours.

3. If the educational program has a duration of less than four (4) hours and falls entirely outside the employee's shift, the employee shall not receive educational leave pay. In view of the fact that employees assigned to the night shift of operations seldom, if ever, have educational programs available during their normal hours of work, they will be allowed to take off any scheduled night shift ending on the day of the educational leave if the educational program will last at least four (4) hours.
- C. Education leave is to be granted on a calendar year basis. To be eligible for education leave the regular employee must be employed prior to October 1 of the year in question. If he or she is employed on or after October 1, he or she qualifies for education leave in the following calendar year.
 - D. An employee may accumulate up to one year's educational benefits. However, such accumulated leave must be taken during the next year. Any educational leave not taken within the year it is earned or within the following year is waived by employee. However, if an employee requests educational leave and does not receive it within the year it is earned or within the following year, the employee may accumulate it for the following year. If the Hospital wishes the employee to engage in an outside educational program, the Hospital and the employee may mutually agree that this is charged against the employee's education leave. If the employee declines to engage in such educational program, the Hospital has the option to withdraw the request or to require the employee to engage in such program in which event it is not charged against his or her education leave.
 - E. The Hospital may require a verbal report from the employee on education leave, describing the activities involved.

SECTION 25. MOONLIGHTING

The Union will use its best efforts to cooperate with the Hospital to prevent moonlighting which interferes with the employee's efficient performance of his/her duties with the Hospital.

SECTION 26. BULLETIN BOARDS

Upon submission by the Union to the Personnel Office of the Hospital of an official Union notice containing no editorial comment, the Hospital will promptly post such notice on a bulletin board in each major department: Housekeeping, Laundry, Nursing and Dietary. Such notice will remain posted for a reasonable time commensurate with its purpose.

The Personnel Office shall be shown, in advance, a copy of any writing to be distributed by or for the Union if any distribution will take place in non-public areas of the Hospital. Such writing must meet the requirements of a posted notice.

The Hospital will post on such Bulletin Boards position vacancies to satisfy the requirements of Section 8.F.

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

SECTION 27. CONSCIENTIOUS OBJECTION

The rights of patients to receive medical care and the obligation of the Hospital to render such care must be recognized and respected. In the case of therapeutic abortions, employees accept the obligation of providing competent medical care as a major responsibility; however, it is recognized that an employee may hold sincere moral or religious beliefs which require the employee in good conscience to refuse direct participation in such medical procedures.

The Hospital agrees that an employee may refuse to directly participate in such medical procedures and will not be subject to coercion, censure, unreasonable transfer, unreasonable reassignment or discipline by reason of such refusal. An employee who has an assignment where participation in therapeutic abortion occurs and who conscientiously objects to such participation, shall notify his/her supervisor of this position in writing which may require reassignment or transfer.

In emergency situations where the immediate nature of the patient's needs will not allow for substitution, the patient's right to receive medical care shall take precedence over the exercise of the employee's individual beliefs and rights. In such cases, the Hospital shall arrange for reassignment/transfer at the earliest possible opportunity.

SECTION 28.

UNION REPRESENTATIVES' VISITATIONS

1. The Union Field Representative or qualified representative of the Union shall be allowed to visit the Hospital for the purpose of ascertaining whether or not this Agreement is being observed and to observe job conditions under which employees are employed. This privilege shall be exercised reasonably and shall be related to the representative's responsibility for seeing that the Hospital is in compliance with the Agreement.
2. The Union Field Representative or qualified representative of the Union shall report to a designated management official when entering the Hospital and such representative shall not interfere with the normal conduct of work in the Hospital. The Union Representative may confer with employees, including Shop Stewards, only upon their own free time and in public areas within the Hospital such as cafeterias or coffee shops, or in designated non-work areas.
3. In the case of a tour to observe conditions, the Union Field Representative or qualified representative shall notify the designated management official where he/she intends to go within the permitted areas of the Hospital. The Union Representative shall not engage in discussion with employees who are on duty during the course of the tour, shall not distribute any material on Hospital premises, and shall not be accompanied on the tour by anyone other than an authorized business representative.
4. In the case of a grievance investigation, the Union Field Representative shall make an appointment in advance with the designated representative of management. Prompt and reasonable arrangements will be made so that a joint investigation of the grievance can be made.
5. The Union Field Representative assigned to the Hospital may request a job description or job descriptions of bargaining unit positions. Such description or descriptions shall be given to the business representative in all cases where they are available or, if in the process of revision, as soon as the revised description or descriptions become available.
6. Employees appointed or elected to the Union Negotiating Committee shall receive full credit towards accrual of seniority and fringe benefits, including any payment thereof, for all time missed from their regular work schedules due to negotiations.

7. Union Information to New Employees/Members: The Hospital agrees to distribute a Union packet of information to each new employee at the time of hire. The Union shall supply sufficient quantities of the packets to the Hospital for distribution. The Hospital shall notify the Union in writing prior to depletion of the packet supplies.
8. The Hospital and the Union shall reasonably apply the provisions of this Section.

SECTION 29. SHOP STEWARDS

- A. Management shall pay, at the regular straight-time day rate for up to one shift per month for work beyond their scheduled shift, for up to one (1) Steward for each twenty-five (25) members of the bargaining unit. Paid time shall be used for time spent performing Steward duties such as grievances, training's, orientations, etc.
- B. One such appointee shall be made in such a manner as the Union determines, and the Employer shall be notified in writing of such selection and the Stewards' general area of responsibility. One of such employees shall be designated as Chief Steward.
- C. Any bargaining unit employee may become a Steward provided he or she has completed his or her probationary period.
- D. The Shop Steward shall assist Union members to resolve issues at the lowest possible level.
- E. The function of the Shop Steward shall be to assist employees in settling problems arising in connection with the application or interpretation of the provisions of this Agreement directly with the Department Head or such other person as the Hospital may designate and to participate, at the option of the employee, in Steps One and Two of the grievance procedure as set forth in Section 31 of this Agreement.
- F. Shop Stewards shall be paid for investigatory, disciplinary, and/or grievance meetings conducted by the Hospital in which they participate and which occur during the Stewards' normal work hours.
- G. The Shop Steward shall not direct any employee how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not

interfere with the normal operations of the Hospital or any other employee. His/her activities as a Shop Steward shall in no way interfere with his/her assigned duties as an employee.

- H. The Hospital's designated representative is only required to meet with one Shop Steward on any grievance.
- I. An employee, upon his or her request, shall be entitled to have a Union Representative, business representative and/or Steward present, provided that such disciplinary interviews are not delayed beyond twenty-four (24) hours by the inability to have both Union Representatives present. It is understood that the role of the Union Representative shall be strictly in accord with the NLRB vs. Weingarten. In those cases where there are two Union Representatives present and/or two Hospital representatives, there shall be only one spokesperson for each party and the other representative shall serve only as an observer.
- J. **Union Leave**
- K. The Hospital will grant an employee a leave of up to six (6) months to work with the Union. Only one (1) Hospital employee may be on such leave at any time. Upon completion of the Union leave, the employee will be returned to the same position on the same shift with the same hours as the employee occupied prior to the leave. No employee shall suffer a loss of benefits or seniority as a result of this leave.

SECTION 30. COMPLAINTS

It is hoped that most questions arising under this Agreement can be settled short of following the formal Grievance Procedure. The Hospital recommends that an employee who has a claim or complaint will discuss the matter with his/her supervisor. If the employee prefers, however, the employee may first consult with a Union Official. There will be no retaliation against any employee for presenting a claim or complaint or for consulting a Union Official in the first instance.

If an employee has any complaints which the employee believes have not been properly considered by the supervisor, the employee may confer with the Administrator or his/her designated representative. At this conference, the employee may be accompanied by a Union Official. The employee shall be entitled to an answer within a reasonable length of time.

Included among the subjects upon which conferences may be requested, are problems relating to verbal warnings, workloads and adequate staffing. It is agreed that such cases or subjects are not subject to the Grievance Procedure except as otherwise specifically provided in this Agreement. However, conferences may be requested in cases of disciplinary layoff or discharge and such cases shall be subject to the Grievance Procedure including arbitration as provided below.

An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt, which indicates the employee acknowledges having received the document. Acknowledging receipt of the warning shall not constitute an admission of the employee's agreement with the substance of the warning. An employee may grieve a written warning provided the grievance is protested in writing within five (5) working days. Letters of warning shall be given consideration based upon the seriousness of the incident and the length of time since the occurrence of the incident.

Periodic performance evaluation reports are intra-Hospital records and are not subject to the provisions of this Section or the Grievance Procedure. Such reports will not be used in support of disciplinary action. Upon request, an employee may have a copy of his or her performance evaluation.

SECTION 31. DISCHARGE FOR CAUSE

- A. The Hospital shall have the right to discharge or suspend any employee for just cause. Examples of just cause, but not an exhaustive list, are proven dishonesty, insubordination, insobriety, incompetence, willful negligence, failure to perform work as required, or for violating Hospital Rules which shall be published and communicated to the employees. The Hospital agrees to exercise fair and reasonable judgment in the application of this Section.
- B. If, in the opinion of the Union, an employee has been unreasonably discharged, or has been discharged or laid off to avoid tenure advancement, or because of Union activity, such discharge or layoff shall be subject to the Grievance Procedure provided below.
- C. The Hospital may draft such reasonable House Rules as may be deemed necessary for governing the conduct of employees. Such rules when drafted shall be forwarded by mail, return receipt requested, to the Union before being posted, communicated or distributed to the employees.

- D. No disciplinary document shall be utilized for progressive discipline beyond twelve (12) months of its issuance, except in cases of abusive or dishonest behavior by the employee, or conduct endangering a patient; in such instances, no disciplinary document shall be utilized for progressive discipline beyond eighteen (18) months.

SECTION 32. GRIEVANCE PROCEDURE AND ARBITRATION

A. General Conditions

1. A grievance is a written complaint by an individual employee, a group of employees, or the Union that Alameda Hospital has violated a specific provision of this Agreement. Alameda Hospital shall not have the right to use the grievance procedure.
2. The Union may in its own name file a grievance alleging that Alameda Hospital has failed to provide it some organizational right which is established by this Memorandum of Understanding, provided that such right is not made subject to the discretion of Alameda Hospital. Such Union grievances shall be filed directly at Step 2 of the Grievance Procedure.
3. No employee shall be subject to reprisal for using or participating in the grievance or arbitration procedure of this Agreement

B. Informal Review

Before commencing the formal grievance procedure, an individual employee or a group of employees may first attempt to resolve the matter informally with their manager.

C. Step I: Submission of Written Grievance

1. No grievance shall be processed under this Article unless it has been first presented in this step within thirty (30) calendar days of the date when the employee or the Union had knowledge (or in the normal course of events should have had knowledge) of the occurrence giving rise to the grievance.
2. In the case of a discharge or suspension, no grievance shall be processed under this Section unless it has been first presented in this step within seven (7) calendar days of the discharge or suspension.

3. A grievance involving clerical errors may be presented within one (1) year from the date of such error.
 1. The initial filing of a grievance shall be accomplished as follows:
 - a. Delivery by U.S. Mail to the Labor Relations department: the date of the US Postal Service postmark shall be considered the date filed; or
 - b. Email to Grievance@AlamedaHealthSystem.org
 - i. Email submission must include attachments of all documents, information and signatures necessary to be in compliance with this Section.
 - ii. The “date of filing” for emailed grievances shall be the date received on the Hospital server, provided that the appeal is received during business hours. If a grievance filing or subsequent appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the grievance or its appeal.

2. Grievance Form

If the grievance is for more than one (1) employee, all individuals adversely affected will be identified on the grievance form to the extent it is known who the affected employees are at the time of filing.

- a. The grievance form must be signed and dated by the employee(s) or the employee’s representative upon submission to the Hospital.
- b. Only one subject matter shall be covered in any one grievance. A formal grievance must:
 1. identify the specific Section(s) and Subsection(s) of this Agreement alleged to have been violated;
 2. describe the action(s) that allegedly violated the identified Section(s) and Subsection(s);
 3. identify the date(s) of the action(s);
 4. list the affected individual(s) known at the time of filing; and
 5. describe the remedy requested.

3. No remedy shall exceed restoring to the grievant the pay, benefits or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers' compensation or any other employment.
4. The Hospital shall acknowledge the grievance filing as soon as practicable and assign the grievance a unique case number that is to be referenced in all subsequent appeals and responses from the Hospital.
5. Within ten (10) days of receipt of the written grievance, the Department Director or designee shall reach out to the union representative or grievant in an effort to schedule a meeting date. Unless otherwise mutually agreed, the parties shall meet no later than fourteen (14) business days following the initial filing of the grievance. The Hospital's written response will be issued to the grievant and the representative, if any, within seven (7) calendar days after the grievance meeting. If the response is not issued within this time limit, the meeting is not held within the aforementioned time frame (if the time frame was not mutually extended), or if the grievance is not resolved at Step I, the grievance may proceed to Step 2.

D. Appeals to Step II

If the grievance is not resolved at Step I, the grievant or the Union may proceed to Step 2 by filing a written appeal with the Labor Relations Department within ten (10) calendar days of the date the Hospital's written response is issued, or if not issued, is due.

1. The Step 2 filing of a grievance shall be accomplished as follows:

- a. Delivery by U.S. Mail to the Labor Relations department: the date of the US Postal Service postmark shall be considered the date filed; or
- b. Email to Grievance@AlamedaHealthSystem.org
 - i. Email submission must include attachments of all documents, information and signatures necessary to be in compliance with this Section.
 - ii. The "date of filing" for emailed grievances shall be the date received on the Hospital server, provided that the appeal is received during business hours. If a grievance filing or subsequent appeal is received outside of normal business

hours, the first following business day will be deemed the filing date of the grievance or its appeal.

2. The Step 2 appeal shall identify all unresolved issues, alleged violations and remedies and shall be signed by the grievant or their representative. The subject of the grievance at Step 1 shall constitute the sole and entire subject matter of the appeal to Step 2.

3. **Alameda Hospital Step II Review**

The Hospital's written response will be issued within ten (10) calendar days after the Step II filing. If the response is not issued within this time limit, or if the grievance is not resolved at Step II, the Union may appeal the grievance to arbitration. The parties may meet to attempt to resolve the issue prior to the Hospitals written response by mutual agreement.

E. **Appeals to Arbitration**

1. An appeal to arbitration may be made only by the Union and only after the timely exhaustion of the grievance process. The appeal to arbitration must be filed with the Labor Relations department.
2. An appeal to arbitration must be filed within seven (7) calendar days of the issuance of the Hospital's Step 2 decision, or when the Step 2 decision would have been due to the Union.

3. **The Appeal to Arbitration shall be accomplished as follows:**

- a. Delivery by U.S. Mail to the Labor Relations department: the date of the US Postal Service postmark shall be considered the date filed; or
- b. Email to Grievance@AlamedaHealthSystem.org.
 - i. Email submission must include attachments of all documents, information and signatures necessary to be in compliance with this Section.
 - ii. The "date of filing" for emailed grievances shall be the date received on the Hospital server, provided that the appeal is received during business hours. If a grievance filing or subsequent appeal is received outside of normal business hours, the first following business day will be deemed the

filing date of the grievance or its appeal.

4. Scheduling of the Hearing Date

Within twenty (20) calendar days from the date the grievance was originally appealed to arbitration, the parties shall select an arbitrator.

5. Selection of Arbitrator

The arbitrator shall be selected by mutual agreement between the Hospital and the Union. If the Hospital and the Union 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. The Hospital 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.

6. Expedited Arbitration Procedure

In cases where the parties mutually agree that it would be legally sound and practicable to utilize an expedited arbitration procedure, the following standards shall apply:

- a. The case shall be heard within ten (10) days of decision to go to arbitration.
- b. There shall be no transcript of the proceedings unless the arbitrator in her or his discretion so requires.
- c. There shall be no post-hearing briefs filed unless the arbitrator so requires.
- d. The arbitrator shall issue a bench decision unless she/he desires additional time, which shall not be longer than ten (10) days following the hearing. Thereafter, at the request of either party, the arbitrator shall provide a brief opinion setting forth the factual and legal basis for his/her decision.

7. Scope of Arbitrator's Power

- a. The arbitrator's authority shall be limited to determining whether the Hospital has violated a provision(s) of this Agreement. The impartial arbitrator shall have no jurisdiction or authority to add to, subtract from, amend, modify, nullify or ignore in any way the provisions of this Memorandum of Understanding and shall not make any award which

would, in effect, grant the Union or the employee(s) any terms which were not obtained in the negotiation process.

- b. The arbitrator shall have the authority to subpoena documents and to require the attendance of witnesses upon the reasonable request of either party but not upon his/her own motion.
- c. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of witnesses it subpoenaed.

8. Final and Binding Decision

The decision of the impartial arbitrator shall be final and binding upon the parties.

9. Expenses of Arbitrator

The cost of the arbitrator and expenses of the hearing will be shared equally by the Hospital and the Union. If either party requests that a stenographic record of the hearing be made and/or transcripts of the stenographic record or a taped record be provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the arbitrator.

10. Cancellation or Postponement Fee

In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

F. Employee Representation

A grievant shall have the right to be represented at all steps of the grievance and arbitration procedure by a Union representative.

G. Time Limits

1. Deadlines that fall on a day that is not a regular business day will automatically be extended to the next business day.
2. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the Hospital's last response to the grievance and shall be ineligible for further appeal.

SECTION 33. NO STRIKE - NO LOCKOUT

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

If the Hospital believes the Union has violated its obligation to maintain essential services to the patients, the Hospital shall notify the Union in writing of the violation alleged, and if the issue cannot be immediately and amicably resolved, the parties shall agree to expedited arbitration within ten (10) calendar days of the written notice to the Union.

It will be a violation of this Section if employees refuse to work in honor of a picket line at the Hospital if the labor dispute about which the picket line is maintained is between Local 250 and/or another Union and either Children's Hospital or any other Employer/Hospital located on the same premises as the Hospital, so long as the Hospital is not performing struck work of the Employer/Hospital with the labor dispute, and so long as the employees and suppliers of the Employer/Hospital with the labor dispute use a separate entrance at the Hospital. Employees represented by the Union shall not be required to continue performing services that directly and exclusively benefit the operation of the Employer/Hospital with the labor dispute.

SECTION 34. SAFETY

- A. Health & Safety: It is the responsibility of the Employer to provide safe and healthy working conditions. Toward that end, the Employer agrees to make every effort to ensure appropriate working conditions and to provide for acceptable standards of workplace sanitation, ventilation, cleanliness, light, noise control, adequate heating and air conditioning and health and safety in general. The Employer further agrees to comply with all local, state and federal health and safety laws and regulations.
- B. Health & Safety Committee: Health & Safety shall be incorporated under the purview of Joint Committee B, as provided for in Section 6 of the Collective Bargaining Agreement. Walk-around or inspection by members of the Committee with management representative or representatives by direction of the Joint Committee A shall not result in loss of pay to employees. The Hospital will make available the following information to Committee members of their designees: copies of the OSHA 200 logs and Sharps Injury log; material required by law to be posted, and other relevant information relating to known or determined health or safety hazards in the Hospital.
- C. Employee Rights and Duties: It is the duty of each employee to comply with all health and safety regulations of the Hospital. No employee shall be required to work under hazardous conditions or with unsafe equipment which would be hazardous to her/him or to her/his co-workers and/or patient's health and safety. Employees who become aware of hazardous conditions and/or unsafe equipment must notify the on-duty supervisor as soon as possible. No employee will be subject to discipline for reporting a health and safety problem.

SECTION 35. JOINT RE-TRAINING COMMITTEE

It is agreed that the Hospital and the Union will establish a Joint Re-Training Committee with the following purposes:

- A. Identify classifications which have experienced or may experience permanent or indefinite layoff.
- B. Identify classifications where there are, or maybe, significant job vacancies within the Hospital, the healthcare industry, or the community.
- C. Identify sources of external funding for retraining and placement.

D. Identify existing training and placement resources.

The Committee will be composed of four (4) members who will address these issues.

The Committee will consist of the Director of Human Resources, the Union Business Representative, one bargaining unit employee designated by the Union, and one other employee designated by the Hospital. The Committee is to operate by consensus. The Committee will meet at the request of the Union or the Hospital, when reasonably possible.

Efforts will be made to facilitate the placement of employees facing layoff with internal vacancies where qualified, and where available.

The Hospital will be the sole judge of the feasibility and/or desirability of undertaking internal retraining or placement efforts. The Hospital and the Union recognize that it is not their purpose to commit either party to an increased expenditure in the application of this Section. The Hospital agrees that it will not unreasonably deny employees, who may have an opportunity for retraining under the provisions of this Section, reasonable time off for such retraining. Such time, when applicable, may be charged to education leave.

The Joint Re-Training Committee and its activities shall not be subject to the Grievance Procedure or the Review committee.

SECTION 36. CULTURAL DIVERSITY

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

SECTION 37. TRAINING

Cross-Training:

1. The Hospital will consider training employees within classifications or for other positions when the need or opportunity arises. Such training will be voluntary for both the Hospital and the employee(s) involved. (No employee shall be required to receive training, and the Hospital is not required to offer training.) If the Hospital and an employee(s) agree to training, the Hospital will pay the employee(s) for the time spent in training.

Any employee(s) who receives training for any job other than his/her regular job can be required by the Hospital to perform either his/her regular job or the additional job(s) for which trained by the Hospital, or a combination of them. However, the Hospital may not use this provision to affect any layoff that otherwise would not take place. Also, nothing in this Section provides for, or allows, any job bumping rights or procedures.

2. It is anticipated that the Hospital will require cross-trained employees to perform work other than their regular jobs under conditions like the following: to substitute for an employee off work for illness or other leave of absence, and to temporarily transfer employee(s) to jobs that need extra help for a time.
3. Employee(s) who have been cross-trained may work in his/her new duties to prevent Temporary layoff. In any float of staff where there is no mutual agreement, the employee will float in reverse seniority.
4. However, the Hospital may not use this provision to affect any layoff that otherwise would not take place.
5. Any work redesign program instituted by the Hospital will include training of affected bargaining unit employees. Before instituting any work redesign program, the Hospital will meet with the Union to discuss the program and its impact on affected bargaining unit employees.
6. The Hospital will encourage bargaining unit employees to seek career advancement opportunities through education by making reasonable scheduling accommodation and providing unpaid leaves of absence where operationally feasible so that employees are able to participate in career development education courses.

SECTION 38. SAFE STAFFING

The Hospital recognizes the importance and necessity of safe working conditions for employees and of adequate staffing in the provision of quality patient care. To this end, the Hospital agrees that there should be a sufficient number of staff on each shift and in each work area. Staffing standards will be reviewed for each department. Joint Committee shall function as a Steering Committee to oversee the review of staffing levels. The review of staffing levels will be based on appropriate criteria applicable to a department and in

accordance with Title XXII and other laws where applicable. In nursing departments, the criteria shall be based on the Hospital's acuity system and may include case mix of patients, degree of complexity of care required, standards of care, the unit's census, and the skill mix in the department.

1. Education will be provided to the committee to assist it in accomplishing its purposes.
2. In addition to the members of Joint Committee, up to two employees and two supervisors of each affected department may be scheduled in advance to attend (as non-voting participants) the meeting related to staffing issues in that particular department. Employee participants in the Joint Committee shall be on paid time for time spent in meetings with Joint Committee.

SECTION 39. MERGERS, SALES AND CLOSURES

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

SECTION 40. BARGAINING COMMITTEE

A maximum of nine (9) Bargaining Committee members shall be paid for time spent in bargaining when they bargain during work time or miss a shift. If they miss only a portion of a shift, they will be paid for that portion only. Payment will be at regular straight-time. Management will provide release time for bargaining except that Management may deny release time to meet urgent patient care needs.

SECTION 41. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

1. Mileage Rates Payable. Mileage allowance for use of personal vehicles on AHS business shall be paid at the IRS "business standard mileage rate".

2. Minimum Allowance. An Employee who is required by his/her Department Head to use his/her private automobile at least eight (8) days in any month on AHS business, shall not receive less than ten (\$10) per month.
3. First Point of Contact. The first site where, on any given workday, the Employee conducts business. If an Employee has a first point of contact which is not the assigned worksite, then the distance between home and the first point of contact will be recorded. If the amount of this distance is greater than the amount of the commute mileage between home and the assigned worksite, the difference may be claimed.

SECTION 42. LONG TERM DISABILITY INSURANCE

A long-term disability insurance policy will be made available for the employee only. Coverage can be purchased through payroll deduction. This policy is subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contract.

SECTION 43. LIFE INSURANCE

Except for Per Diem employees and any employee who is regularly scheduled to work less than half the regular work week for the job classification, basic group life insurance coverage of \$9,000 will be provided to each employee who meets the enrollment requirements. AHS shall continue to pay necessary premiums for two (2) pay periods after the employee goes on approved leave without pay. This coverage reduces by 33% at age 65. This reduction will apply to the amount in force just prior to each reduction interval. The reduced amounts will be rounded in accordance with the existing schedule.

SECTION 44. TERM OF AGREEMENT

This Agreement shall be effective on January 1, 2020, subject to ratification by the Union and approval by the AHS Board of Trustees and shall remain in full force and effect until it terminates on December 31, 2022.

This Agreement shall be automatically renewed or extended from year to year thereafter unless either party serves notice in writing on the other party at least ninety (90) days prior to the expiration date of this Agreement or subsequent anniversary date of its desire to

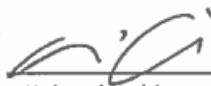
terminate or amend this Agreement.

Memorandum of Negotiators

The negotiators of this proposed Memorandum of Understanding agree that they have reached a comprehensive tentative agreement and thereby have concluded negotiations on the development of the proposed Memorandum of Understanding. The MOU will become effective upon ratification by the Union and approval by the AHS Board of Trustees.

In the event that SEIU-UHW members or the AHS Board of Trustees do not ratify the proposed Agreement, the parties will return to the negotiation table in an effort to reach agreement.

For AHS:


Michael Askin
Date 12/20/19

For SEIU-UHW:


Nancy Herrera-Barrett
Date 12-20-19

LETTERS OF AGREEMENT

Between

HEALTH CARE WORKERS UNION
SEIU UHW-West
560 Thomas L Berkley Way
Oakland, CA 94612

and

ALAMEDA HOSPITAL
2070 Clinton Blvd.
Alameda, CA 94501

Side Letter

1. The Hospital will use its best efforts not to schedule Cecilia Maldonado for holiday work. It is understood and agreed that Cecilia Maldonado can be scheduled if necessary for holiday work for patient care or census reasons. When holidays are assigned to Cecilia Maldonado the hospital will use its best efforts to distribute such holiday work fairly among them.

Side Letter

August 29, 1983

2. An additional understanding reached between Alameda Hospital and your organization in the settlement of the new Agreement for the 1983-1985 period provides that the Union will use its best efforts, upon the Hospital's request, to solicit information from the SEIU pension plan, on an annual basis, which will allow the Hospital to verify its withdrawal liability, if any, under ERISA.

The parties agree to incorporate this understanding in a side letter. Please signify your approval by signing a copy of the letter and returning it to the Hospital. Copies signed by the Hospital will be provided to you.

3. If, during the life of the Agreement, the Hospital is seriously and adversely affected by Medi-Cal, Medicare, and/or private-pay patient legislation, regulations, and/or reimbursement policies, the Union agrees to meet with the Hospital to discuss ways in which such financial adversity can be met and what modifications and deferrals may be made, subject to mutual agreement.

APPENDIX "A"

SEIU UHW -West COPE CHECK-OFF AUTHORIZATION CARD

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

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

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

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

Name (print) _____ Signature _____

Address _____

Home Phone _____ Work Phone _____ E-Mail _____

Employer _____ Job Classification _____ Shift _____

Social Security # _____ Date _____

APPENDIX "B"

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

Effective 1/12/2020

AHS Job Class Description	AHS Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Notes	EE Type
ADMINISTRATIVE SUPPORT	AHD E.C.C. SECRETARY	\$ 29.1282	\$ 29.7108	\$ 30.3049	\$ 30.9110	\$ 31.5294		2.75% ATB	Regular
ADMINISTRATIVE SUPPORT	AHD E.C.C. SECRETARY (SAN)	\$ 30.5782	\$ 31.1608	\$ 31.7549	\$ 32.3610	\$ 32.9794		Benefits Waived (Reg + \$1.45)	SAN
ADMINISTRATIVE SUPPORT	AHD REHABILITATION RECEPTION	\$ 21.7648	\$ 22.2001	\$ 22.6440	\$ 23.0970	\$ 23.5588		2.75% ATB	Regular
ADMINISTRATIVE SUPPORT	AHD REHABILITATION RECEPTION (SAN)	\$ 23.2148	\$ 23.6501	\$ 24.0940	\$ 24.5470	\$ 25.0088		Benefits Waived (Reg + \$1.45)	SAN
ADMINISTRATIVE SUPPORT	AHD UNIT SECRETARY	\$ 29.1282	\$ 29.7108	\$ 30.3049	\$ 30.9110	\$ 31.5294		2.75% ATB	Regular
ADMINISTRATIVE SUPPORT	AHD UNIT SECRETARY (SAN)	\$ 30.5782	\$ 31.1608	\$ 31.7549	\$ 32.3610	\$ 32.9794		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD ADMITTING CLERK	\$ 24.6005	\$ 25.0925	\$ 25.5944	\$ 26.1063	\$ 26.6284		3.5% ATB	Regular
CUSTOMER SERVICES	AHD ADMITTING CLERK (SAN)	\$ 26.0505	\$ 26.5425	\$ 27.0444	\$ 27.5563	\$ 28.0784		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD CASHIER	\$ 23.9433	\$ 24.4222	\$ 24.9107	\$ 25.4089	\$ 25.9171		2.75% ATB	Regular
CUSTOMER SERVICES	AHD CASHIER (SAN)	\$ 25.3933	\$ 25.8722	\$ 26.3607	\$ 26.8589	\$ 27.3671		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD FINANCIAL COUNSELOR	\$ 25.7423	\$ 26.2572	\$ 26.7824	\$ 27.3181	\$ 27.8644		3.5% ATB	Regular
CUSTOMER SERVICES	AHD FINANCIAL COUNSELOR (SAN)	\$ 27.1923	\$ 27.7072	\$ 28.2324	\$ 28.7681	\$ 29.3144		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD INSURANCE VERIFIER	\$ 27.3939	\$ 27.9418	\$ 28.5005	\$ 29.0707	\$ 29.6519		3.5% ATB	Regular
CUSTOMER SERVICES	AHD INSURANCE VERIFIER (SAN)	\$ 28.8439	\$ 29.3918	\$ 29.9505	\$ 30.5207	\$ 31.1019		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD PATIENT ACCT REP	\$ 30.8095	\$ 31.4257	\$ 32.0542	\$ 32.6953	\$ 33.3492		2.75% ATB	Regular
CUSTOMER SERVICES	AHD PATIENT ACCT REP (SAN)	\$ 32.2595	\$ 32.8757	\$ 33.5042	\$ 34.1453	\$ 34.7992		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD PATIENT ADMITTING LEAD	\$ 34.8039	\$ 35.4994	\$ 36.2090	\$ 36.9328	\$ 37.6707		2.75% ATB	Regular
CUSTOMER SERVICES	AHD PATIENT ADMITTING LEAD (SAN)	\$ 36.2539	\$ 36.9494	\$ 37.6590	\$ 38.3828	\$ 39.1207		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD PATIENT SERVICES COORDINAT	\$ 29.1282	\$ 29.7108	\$ 30.3049	\$ 30.9110	\$ 31.5294		2.75% ATB	Regular
CUSTOMER SERVICES	AHD PATIENT SERVICES COORDINAT (SAN)	\$ 30.5782	\$ 31.1608	\$ 31.7549	\$ 32.3610	\$ 32.9794		Benefits Waived (Reg + \$1.45)	SAN

ENVIRONMENTAL SERVICES	AHD ENVIRONMENTAL SVCS AIDE	\$ 26.8988	\$ 27.4367	\$ 27.9855	\$ 28.5453	\$ 29.1161		2.75% ATB	Regular
ENVIRONMENTAL SERVICES	AHD ENVIRONMENTAL SVCS AIDE (SAN)	\$ 28.3488	\$ 28.8867	\$ 29.4355	\$ 29.9953	\$ 30.5661		Benefits Waived (Reg + \$1.45)	SAN
ENVIRONMENTAL SERVICES	AHD HEAD AIDE	\$ 27.5460	\$ 28.0971	\$ 28.6590	\$ 29.2322	\$ 29.8168		2.75% ATB	Regular
ENVIRONMENTAL SERVICES	AHD HEAD AIDE (SAN)	\$ 28.9960	\$ 29.5471	\$ 30.1090	\$ 30.6822	\$ 31.2668		Benefits Waived (Reg + \$1.45)	SAN
ENVIRONMENTAL SERVICES	AHD SR. LEAD AIDE	\$ 31.6786	\$ 32.3123	\$ 32.9586	\$ 33.6177	\$ 34.2900		2.75% ATB	Regular
ENVIRONMENTAL SERVICES	AHD SR. LEAD AIDE (SAN)	\$ 33.1286	\$ 33.7623	\$ 34.4086	\$ 35.0677	\$ 35.7400		Benefits Waived (Reg + \$1.45)	SAN
HEALTH CARE OPERATIONS	AHD ECC COORDINATOR (clerical)	\$ 30.5766	\$ 31.1870	\$ 31.8084	\$ 32.4406	\$ 33.0946		2.75% ATB	Regular
HEALTH CARE OPERATIONS	AHD ECC COORDINATOR (clerical) (SAN)	\$ 32.0266	\$ 32.6370	\$ 33.2584	\$ 33.8906	\$ 34.5446		Benefits Waived (Reg + \$1.45)	SAN
HEALTH CARE OPERATIONS	AHD LEAD SURGERY CLERICAL COORDINATOR	\$ 32.2335	\$ 32.8766	\$ 33.5307	\$ 34.1956	\$ 34.8824		2.75% ATB	Regular
HEALTH CARE OPERATIONS	AHD LEAD SURGERY CLERICAL COORDINATOR (SAN)	\$ 33.6835	\$ 34.3266	\$ 34.9807	\$ 35.6456	\$ 36.3324		Benefits Waived (Reg + \$1.45)	SAN
HEALTH CARE OPERATIONS	AHD SUBSTANCE USE COUNSELOR	\$ 28.9412	\$ 30.2479	\$ 31.5022	\$ 32.9786	\$ 34.4880	\$ 35.1778	2.75% ATB	Regular
HEALTH CARE OPERATIONS	AHD SUBSTANCE USE COUNSELOR (SAN)	\$ 30.3912	\$ 31.6979	\$ 32.9522	\$ 34.4286	\$ 35.9380	\$ 36.6278	Benefits Waived (Reg + \$1.45)	SAN
HEALTH CARE OPERATIONS	AHD SURGERY CLERICAL COORDINAT	\$ 28.1026	\$ 28.6648	\$ 29.2380	\$ 29.8228	\$ 30.4192		2.75% ATB	Regular
HEALTH CARE OPERATIONS	AHD SURGERY CLERICAL COORDINAT (SAN)	\$ 29.5526	\$ 30.1148	\$ 30.6880	\$ 31.2728	\$ 31.8692		Benefits Waived (Reg + \$1.45)	SAN
HEALTH INFORMATION MGMT	AHD HIM CLERK II	\$ 24.9405	\$ 25.4393	\$ 25.9480	\$ 26.4671	\$ 26.9964		2.75% ATB	Regular
HEALTH INFORMATION MGMT	AHD HIM CLERK II (SAN)	\$ 26.3905	\$ 26.8893	\$ 27.3980	\$ 27.9171	\$ 28.4464		Benefits Waived (Reg + \$1.45)	SAN
HEALTH INFORMATION MGMT	AHD HIM CLERK II - PROJECTS	\$ 24.9405	\$ 25.4393	\$ 25.9480	\$ 26.4671	\$ 26.9964		2.75% ATB	Regular
HEALTH INFORMATION MGMT	AHD HIM CLERK II - PROJECTS (SAN)	\$ 26.3905	\$ 26.8893	\$ 27.3980	\$ 27.9171	\$ 28.4464		Benefits Waived (Reg + \$1.45)	SAN
HEALTH INFORMATION MGMT	AHD HIM TECHNICIAN II	\$ 30.4466	\$ 31.6736	\$ 32.6170	\$ 34.3180	\$ 35.4394		2.75% ATB	Regular
HEALTH INFORMATION MGMT	AHD HIM TECHNICIAN II (SAN)	\$ 31.8966	\$ 33.1236	\$ 34.0670	\$ 35.7680	\$ 36.8894		Benefits Waived (Reg + \$1.45)	SAN
HEALTH INFORMATION MGMT	AHD RELEASE OF INFO SPECIALIST	\$ 24.1855	\$ 24.6691	\$ 25.1626	\$ 25.6658	\$ 26.1792		2.75% ATB	Regular
HEALTH INFORMATION MGMT	AHD RELEASE OF INFO SPECIALIST (SAN)	\$ 25.6355	\$ 26.1191	\$ 26.6126	\$ 27.1158	\$ 27.6292		Benefits Waived (Reg + \$1.45)	SAN
INFORMATION TECHNOLOGY	AHD PBX OPERATOR	\$ 24.5121	\$ 25.0024	\$ 25.5025	\$ 26.0124	\$ 26.5327		3.5% ATB	Regular
INFORMATION TECHNOLOGY	AHD PBX OPERATOR (SAN)	\$ 25.9621	\$ 26.4524	\$ 26.9525	\$ 27.4624	\$ 27.9827		Benefits Waived (Reg + \$1.45)	SAN
INFORMATION TECHNOLOGY	AHD PBX OPERATOR LEAD	\$ 25.6293	\$ 26.1418	\$ 26.6647	\$ 27.1980	\$ 27.7420		3.5% ATB	Regular
INFORMATION TECHNOLOGY	AHD PBX OPERATOR LEAD (SAN)	\$ 27.0793	\$ 27.5918	\$ 28.1147	\$ 28.6480	\$ 29.1920		Benefits Waived (Reg + \$1.45)	SAN
MATERIALS MGMT & SUPPLY CHAIN	AHD CENTRAL SUPPLY TECH I	\$ 27.9131	\$ 28.4714	\$ 29.0407	\$ 29.6216	\$ 30.2140		2.75% ATB	Regular

MATERIALS MGMT & SUPPLY CHAIN	AHD CENTRAL SUPPLY TECH I (SAN)	\$ 29.3631	\$ 29.9214	\$ 30.4907	\$ 31.0716	\$ 31.6640		Benefits Waived (Reg + \$1.45)	SAN
MATERIALS MGMT & SUPPLY CHAIN	AHD CENTRAL SUPPLY TECH II	\$ 28.3878	\$ 28.9555	\$ 29.5346	\$ 30.1254	\$ 30.7278		2.75% ATB	Regular
MATERIALS MGMT & SUPPLY CHAIN	AHD CENTRAL SUPPLY TECH II (SAN)	\$ 29.8378	\$ 30.4055	\$ 30.9846	\$ 31.5754	\$ 32.1778		Benefits Waived (Reg + \$1.45)	SAN
MATERIALS MGMT & SUPPLY CHAIN	AHD MATERIALS MANAGEMENT TECHNICIAN II	\$ 28.3855	\$ 28.9524	\$ 29.5301	\$ 30.1188	\$ 30.7183		2.75% ATB	Regular
MATERIALS MGMT & SUPPLY CHAIN	AHD MATERIALS MANAGEMENT TECHNICIAN II (SAN)	\$ 29.8355	\$ 30.4024	\$ 30.9801	\$ 31.5688	\$ 32.1683		Benefits Waived (Reg + \$1.45)	SAN
MATERIALS MGMT & SUPPLY CHAIN	AHD SUPPLY COORD PERIOPTV SVCS	\$ 31.2984	\$ 31.9242	\$ 32.5628	\$ 33.2140	\$ 33.8783		2.75% ATB	Regular
MATERIALS MGMT & SUPPLY CHAIN	AHD SUPPLY COORD PERIOPTV SVCS (SAN)	\$ 32.7484	\$ 33.3742	\$ 34.0128	\$ 34.6640	\$ 35.3283		Benefits Waived (Reg + \$1.45)	SAN
NURSING-LICENSED	AHD LVN - IV CERT	\$ 38.9293	\$ 39.7079	\$ 40.5021	\$ 41.3122	\$ 42.1384		2.75% ATB	Regular
NURSING-LICENSED	AHD LVN - IV CERT (SAN)	\$ 40.3793	\$ 41.1579	\$ 41.9521	\$ 42.7622	\$ 43.5884		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD COOK	\$ 28.3878	\$ 28.9555	\$ 29.5346	\$ 30.1254	\$ 30.7278		2.75% ATB	Regular
NUTRITION/FOOD SERVICES	AHD COOK (SAN)	\$ 29.8378	\$ 30.4055	\$ 30.9846	\$ 31.5754	\$ 32.1778		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD DIET AIDE	\$ 27.5353	\$ 28.0972	\$ 28.6590	\$ 29.2322	\$ 29.8168		2.75% ATB	Regular
NUTRITION/FOOD SERVICES	AHD DIET AIDE (SAN)	\$ 28.9853	\$ 29.5472	\$ 30.1090	\$ 30.6822	\$ 31.2668		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD KITCHEN HELPER	\$ 26.8988	\$ 27.4367	\$ 27.9855	\$ 28.5453	\$ 29.1161		2.75% ATB	Regular
NUTRITION/FOOD SERVICES	AHD KITCHEN HELPER (SAN)	\$ 28.3488	\$ 28.8867	\$ 29.4355	\$ 29.9953	\$ 30.5661		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD LEAD COOK	\$ 29.7473	\$ 30.3423	\$ 30.9491	\$ 31.5680	\$ 32.1994		2.75% ATB	Regular
NUTRITION/FOOD SERVICES	AHD LEAD COOK (SAN)	\$ 31.1973	\$ 31.7923	\$ 32.3991	\$ 33.0180	\$ 33.6494		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD STOREMAN-PORTER	\$ 27.1930	\$ 27.7368	\$ 28.2916	\$ 28.8574	\$ 29.4345		3.5% ATB	Regular
NUTRITION/FOOD SERVICES	AHD STOREMAN-PORTER (SAN)	\$ 28.6430	\$ 29.1868	\$ 29.7416	\$ 30.3074	\$ 30.8845		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD CENTRAL STERILE PROCESSING TECHNICIAN	\$ 29.4429	\$ 30.0316	\$ 30.6311	\$ 31.2415	\$ 31.8629		2.75% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD CENTRAL STERILE PROCESSING TECHNICIAN (SAN)	\$ 30.8929	\$ 31.4816	\$ 32.0811	\$ 32.6915	\$ 33.3129		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD CERTIFIED NURSING ASST	\$ 27.9131	\$ 28.4714	\$ 29.0407	\$ 29.6216	\$ 30.2140		2.75% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD CERTIFIED NURSING ASST (SAN)	\$ 29.3631	\$ 29.9214	\$ 30.4907	\$ 31.0716	\$ 31.6640		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD EMERGENCY DEPT TECHNICIAN	\$ 30.2119	\$ 30.8161	\$ 31.4325	\$ 32.0611	\$ 32.7022		2.75% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD EMERGENCY DEPT TECHNICIAN (SAN)	\$ 31.6619	\$ 32.2661	\$ 32.8825	\$ 33.5111	\$ 34.1522		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD INSTRUMENT TECHNICIAN	\$ 29.4452	\$ 30.0341	\$ 30.6347	\$ 31.2475	\$ 31.8724		2.75% ATB	Regular

PATIENT CARE SERVICES (NON)	AHD INSTRUMENT TECHNICIAN (SAN)	\$ 30.8952	\$ 31.4841	\$ 32.0847	\$ 32.6975	\$ 33.3224		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD NURSING SVCS TECHNICIAN NS	\$ 27.9131	\$ 28.4714	\$ 29.0407	\$ 29.6216	\$ 30.2140		2.75% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD NURSING SVCS TECHNICIAN NS (SAN)	\$ 29.3631	\$ 29.9214	\$ 30.4907	\$ 31.0716	\$ 31.6640		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD TELEMETRY MONITOR TECH	\$ 27.3462	\$ 27.8930	\$ 28.4510	\$ 29.0200	\$ 29.6003		2.75% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD TELEMETRY MONITOR TECH (SAN)	\$ 28.7962	\$ 29.3430	\$ 29.9010	\$ 30.4700	\$ 31.0503		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD ACTIVITY COORDINATOR	\$ 20.0803	\$ 20.5145	\$ 20.9570	\$ 21.4086	\$ 21.8694		5.5% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD ACTIVITY COORDINATOR (SAN)	\$ 21.5303	\$ 21.9645	\$ 22.4070	\$ 22.8586	\$ 23.3194		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD OCCUPATIONAL THERAPIST	\$ 51.7918	\$ 52.8276	\$ 53.8841	\$ 54.9618	\$ 56.0610		2.75% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD OCCUPATIONAL THERAPIST (SAN)	\$ 53.2418	\$ 54.2776	\$ 55.3341	\$ 56.4118	\$ 57.5110		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD PHYSICAL THERAPIST	\$ 48.3388	\$ 49.3057	\$ 50.2918	\$ 51.2976	\$ 52.3236		2.75% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD PHYSICAL THERAPIST (SAN)	\$ 49.7888	\$ 50.7557	\$ 51.7418	\$ 52.7476	\$ 53.7736		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD PHYSICAL THERAPY ASSISTANT	\$ 33.9784	\$ 34.6579	\$ 35.3511	\$ 36.0582	\$ 36.7794		2.75% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD PHYSICAL THERAPY ASSISTANT (SAN)	\$ 35.4284	\$ 36.1079	\$ 36.8011	\$ 37.5082	\$ 38.2294		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD RCP II RESP. CARE PRACT	\$ 50.3530	\$ 51.3601	\$ 52.3873	\$ 53.4350	\$ 54.5037		2.75% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD RCP II RESP. CARE PRACT (SAN)	\$ 51.8030	\$ 52.8101	\$ 53.8373	\$ 54.8850	\$ 55.9537		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD SR OCCUPATIONAL THERAPIST	\$ 54.3813	\$ 55.4690	\$ 56.5783	\$ 57.7098	\$ 58.8640		2.75% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD SR OCCUPATIONAL THERAPIST (SAN)	\$ 55.8313	\$ 56.9190	\$ 58.0283	\$ 59.1598	\$ 60.3140		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD SR PHYSICAL THERAPIST	\$ 54.3813	\$ 55.4690	\$ 56.5783	\$ 57.7098	\$ 58.8640		2.75% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD SR PHYSICAL THERAPIST (SAN)	\$ 55.8313	\$ 56.9190	\$ 58.0283	\$ 59.1598	\$ 60.3140		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD SR SPEECH PATHOLOGIST	\$ 54.3813	\$ 55.4690	\$ 56.5783	\$ 57.7098	\$ 58.8640		2.75% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD SR SPEECH PATHOLOGIST (SAN)	\$ 55.8313	\$ 56.9190	\$ 58.0283	\$ 59.1598	\$ 60.3140		Benefits Waived (Reg + \$1.45)	SAN

Effective 1/10/20201

AHS Job Class Description	AHS Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Notes	EE Type
ADMINISTRATIVE SUPPORT	AHD E.C.C. SECRETARY	\$ 30.0020	\$ 30.6021	\$ 31.2140	\$ 31.8383	\$ 32.4753		3.00% ATB	Regular
ADMINISTRATIVE SUPPORT	AHD E.C.C. SECRETARY (SAN)	\$ 31.4520	\$ 32.0521	\$ 32.6640	\$ 33.2883	\$ 33.9253		Benefits Waived (Reg + \$1.45)	SAN
ADMINISTRATIVE SUPPORT	AHD REHABILITATION RECEPTION	\$ 22.4177	\$ 22.8661	\$ 23.3233	\$ 23.7899	\$ 24.2656		3.00% ATB	Regular
ADMINISTRATIVE SUPPORT	AHD REHABILITATION RECEPTION (SAN)	\$ 23.8677	\$ 24.3161	\$ 24.7733	\$ 25.2399	\$ 25.7156		Benefits Waived (Reg + \$1.45)	SAN
ADMINISTRATIVE SUPPORT	AHD UNIT SECRETARY	\$ 30.0020	\$ 30.6021	\$ 31.2140	\$ 31.8383	\$ 32.4753		3.00% ATB	Regular
ADMINISTRATIVE SUPPORT	AHD UNIT SECRETARY (SAN)	\$ 31.4520	\$ 32.0521	\$ 32.6640	\$ 33.2883	\$ 33.9253		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD ADMITTING CLERK	\$ 25.3385	\$ 25.8453	\$ 26.3622	\$ 26.8895	\$ 27.4273		3.00% ATB	Regular
CUSTOMER SERVICES	AHD ADMITTING CLERK (SAN)	\$ 26.7885	\$ 27.2953	\$ 27.8122	\$ 28.3395	\$ 28.8773		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD CASHIER	\$ 24.6616	\$ 25.1549	\$ 25.6580	\$ 26.1712	\$ 26.6946		3.00% ATB	Regular
CUSTOMER SERVICES	AHD CASHIER (SAN)	\$ 26.1116	\$ 26.6049	\$ 27.1080	\$ 27.6212	\$ 28.1446		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD FINANCIAL COUNSELOR	\$ 26.5146	\$ 27.0449	\$ 27.5859	\$ 28.1376	\$ 28.7003		3.00% ATB	Regular
CUSTOMER SERVICES	AHD FINANCIAL COUNSELOR (SAN)	\$ 27.9646	\$ 28.4949	\$ 29.0359	\$ 29.5876	\$ 30.1503		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD INSURANCE VERIFIER	\$ 28.2157	\$ 28.7801	\$ 29.3555	\$ 29.9428	\$ 30.5415		3.00% ATB	Regular
CUSTOMER SERVICES	AHD INSURANCE VERIFIER (SAN)	\$ 29.6657	\$ 30.2301	\$ 30.8055	\$ 31.3928	\$ 31.9915		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD PATIENT ACCT REP	\$ 31.7338	\$ 32.3685	\$ 33.0158	\$ 33.6762	\$ 34.3497		3.00% ATB	Regular
CUSTOMER SERVICES	AHD PATIENT ACCT REP (SAN)	\$ 33.1838	\$ 33.8185	\$ 34.4658	\$ 35.1262	\$ 35.7997		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD PATIENT ADMITTING LEAD	\$ 35.8480	\$ 36.5644	\$ 37.2953	\$ 38.0408	\$ 38.8008		3.00% ATB	Regular
CUSTOMER SERVICES	AHD PATIENT ADMITTING LEAD (SAN)	\$ 37.2980	\$ 38.0144	\$ 38.7453	\$ 39.4908	\$ 40.2508		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD PATIENT SERVICES COORDINAT	\$ 30.0020	\$ 30.6021	\$ 31.2140	\$ 31.8383	\$ 32.4753		3.00% ATB	Regular
CUSTOMER SERVICES	AHD PATIENT SERVICES COORDINAT (SAN)	\$ 31.4520	\$ 32.0521	\$ 32.6640	\$ 33.2883	\$ 33.9253		Benefits Waived (Reg + \$1.45)	SAN
ENVIRONMENTAL SERVICES	AHD ENVIRONMENTAL SVCS AIDE	\$ 27.7058	\$ 28.2598	\$ 28.8251	\$ 29.4017	\$ 29.9896		3.00% ATB	Regular
ENVIRONMENTAL SERVICES	AHD ENVIRONMENTAL SVCS AIDE (SAN)	\$ 29.1558	\$ 29.7098	\$ 30.2751	\$ 30.8517	\$ 31.4396		Benefits Waived (Reg + \$1.45)	SAN
ENVIRONMENTAL SERVICES	AHD HEAD AIDE	\$ 28.3724	\$ 28.9400	\$ 29.5188	\$ 30.1092	\$ 30.7113		3.00% ATB	Regular
ENVIRONMENTAL SERVICES	AHD HEAD AIDE (SAN)	\$ 29.8224	\$ 30.3900	\$ 30.9688	\$ 31.5592	\$ 32.1613		Benefits Waived (Reg + \$1.45)	SAN

ENVIRONMENTAL SERVICES	AHD SR. LEAD AIDE	\$ 32.6290	\$ 33.2817	\$ 33.9474	\$ 34.6262	\$ 35.3187		3.00% ATB	Regular
ENVIRONMENTAL SERVICES	AHD SR. LEAD AIDE (SAN)	\$ 34.0790	\$ 34.7317	\$ 35.3974	\$ 36.0762	\$ 36.7687		Benefits Waived (Reg + \$1.45)	SAN
HEALTH CARE OPERATIONS	AHD ECC COORDINATOR (clerical)	\$ 31.4939	\$ 32.1226	\$ 32.7627	\$ 33.4138	\$ 34.0874		3.00% ATB	Regular
HEALTH CARE OPERATIONS	AHD ECC COORDINATOR (clerical) (SAN)	\$ 32.9439	\$ 33.5726	\$ 34.2127	\$ 34.8638	\$ 35.5374		Benefits Waived (Reg + \$1.45)	SAN
HEALTH CARE OPERATIONS	AHD LEAD SURGERY CLERICAL COORDINATOR	\$ 33.2005	\$ 33.8629	\$ 34.5366	\$ 35.2215	\$ 35.9289		3.00% ATB	Regular
HEALTH CARE OPERATIONS	AHD LEAD SURGERY CLERICAL COORDINATOR (SAN)	\$ 34.6505	\$ 35.3129	\$ 35.9866	\$ 36.6715	\$ 37.3789		Benefits Waived (Reg + \$1.45)	SAN
HEALTH CARE OPERATIONS	AHD SUBSTANCE USE COUNSELOR	\$ 29.8094	\$ 31.1553	\$ 32.4473	\$ 33.9680	\$ 35.5226	\$ 36.2331	3.00% ATB	Regular
HEALTH CARE OPERATIONS	AHD SUBSTANCE USE COUNSELOR (SAN)	\$ 31.2594	\$ 32.6053	\$ 33.8973	\$ 35.4180	\$ 36.9726	\$ 37.6831	Benefits Waived (Reg + \$1.45)	SAN
HEALTH CARE OPERATIONS	AHD SURGERY CLERICAL COORDINAT	\$ 28.9457	\$ 29.5247	\$ 30.1151	\$ 30.7175	\$ 31.3318		3.00% ATB	Regular
HEALTH CARE OPERATIONS	AHD SURGERY CLERICAL COORDINAT (SAN)	\$ 30.3957	\$ 30.9747	\$ 31.5651	\$ 32.1675	\$ 32.7818		Benefits Waived (Reg + \$1.45)	SAN
HEALTH INFORMATION MGMT	AHD HIM CLERK II	\$ 25.6887	\$ 26.2025	\$ 26.7264	\$ 27.2611	\$ 27.8063		3.00% ATB	Regular
HEALTH INFORMATION MGMT	AHD HIM CLERK II (SAN)	\$ 27.1387	\$ 27.6525	\$ 28.1764	\$ 28.7111	\$ 29.2563		Benefits Waived (Reg + \$1.45)	SAN
HEALTH INFORMATION MGMT	AHD HIM CLERK II - PROJECTS	\$ 25.6887	\$ 26.2025	\$ 26.7264	\$ 27.2611	\$ 27.8063		3.00% ATB	Regular
HEALTH INFORMATION MGMT	AHD HIM CLERK II - PROJECTS (SAN)	\$ 27.1387	\$ 27.6525	\$ 28.1764	\$ 28.7111	\$ 29.2563		Benefits Waived (Reg + \$1.45)	SAN
HEALTH INFORMATION MGMT	AHD HIM TECHNICIAN II	\$ 31.3600	\$ 32.6238	\$ 33.5955	\$ 35.3475	\$ 36.5026		3.00% ATB	Regular
HEALTH INFORMATION MGMT	AHD HIM TECHNICIAN II (SAN)	\$ 32.8100	\$ 34.0738	\$ 35.0455	\$ 36.7975	\$ 37.9526		Benefits Waived (Reg + \$1.45)	SAN
HEALTH INFORMATION MGMT	AHD RELEASE OF INFO SPECIALIST	\$ 24.9111	\$ 25.4092	\$ 25.9175	\$ 26.4358	\$ 26.9646		3.00% ATB	Regular
HEALTH INFORMATION MGMT	AHD RELEASE OF INFO SPECIALIST (SAN)	\$ 26.3611	\$ 26.8592	\$ 27.3675	\$ 27.8858	\$ 28.4146		Benefits Waived (Reg + \$1.45)	SAN
INFORMATION TECHNOLOGY	AHD PBX OPERATOR	\$ 25.2475	\$ 25.7525	\$ 26.2676	\$ 26.7928	\$ 27.3287		3.00% ATB	Regular
INFORMATION TECHNOLOGY	AHD PBX OPERATOR (SAN)	\$ 26.6975	\$ 27.2025	\$ 27.7176	\$ 28.2428	\$ 28.7787		Benefits Waived (Reg + \$1.45)	SAN
INFORMATION TECHNOLOGY	AHD PBX OPERATOR LEAD	\$ 26.3982	\$ 26.9261	\$ 27.4646	\$ 28.0139	\$ 28.5743		3.00% ATB	Regular
INFORMATION TECHNOLOGY	AHD PBX OPERATOR LEAD (SAN)	\$ 27.8482	\$ 28.3761	\$ 28.9146	\$ 29.4639	\$ 30.0243		Benefits Waived (Reg + \$1.45)	SAN
MATERIALS MGMT & SUPPLY CHAIN	AHD CENTRAL SUPPLY TECH I	\$ 28.7505	\$ 29.3255	\$ 29.9119	\$ 30.5102	\$ 31.1204		3.00% ATB	Regular
MATERIALS MGMT & SUPPLY CHAIN	AHD CENTRAL SUPPLY TECH I (SAN)	\$ 30.2005	\$ 30.7755	\$ 31.3619	\$ 31.9602	\$ 32.5704		Benefits Waived (Reg + \$1.45)	SAN
MATERIALS MGMT & SUPPLY CHAIN	AHD CENTRAL SUPPLY TECH II	\$ 29.2394	\$ 29.8242	\$ 30.4206	\$ 31.0292	\$ 31.6496		3.00% ATB	Regular
MATERIALS MGMT & SUPPLY CHAIN	AHD CENTRAL SUPPLY TECH II (SAN)	\$ 30.6894	\$ 31.2742	\$ 31.8706	\$ 32.4792	\$ 33.0996		Benefits Waived (Reg + \$1.45)	SAN
MATERIALS MGMT & SUPPLY CHAIN	AHD MATERIALS MANAGEMENT TECHNICIAN II	\$ 29.2371	\$ 29.8210	\$ 30.4160	\$ 31.0224	\$ 31.6398		3.00% ATB	Regular

MATERIALS MGMT & SUPPLY CHAIN	AHD MATERIALS MANAGEMENT TECHNICIAN II (SAN)	\$ 30.6871	\$ 31.2710	\$ 31.8660	\$ 32.4724	\$ 33.0898		Benefits Waived (Reg + \$1.45)	SAN
MATERIALS MGMT & SUPPLY CHAIN	AHD SUPPLY COORD PERIOPTV SVCS	\$ 32.2374	\$ 32.8819	\$ 33.5397	\$ 34.2104	\$ 34.8946		3.00% ATB	Regular
MATERIALS MGMT & SUPPLY CHAIN	AHD SUPPLY COORD PERIOPTV SVCS (SAN)	\$ 33.6874	\$ 34.3319	\$ 34.9897	\$ 35.6604	\$ 36.3446		Benefits Waived (Reg + \$1.45)	SAN
NURSING-LICENSED	AHD LVN - IV CERT	\$ 40.0972	\$ 40.8991	\$ 41.7172	\$ 42.5516	\$ 43.4026		3.00% ATB	Regular
NURSING-LICENSED	AHD LVN - IV CERT (SAN)	\$ 41.5472	\$ 42.3491	\$ 43.1672	\$ 44.0016	\$ 44.8526		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD COOK	\$ 29.2394	\$ 29.8242	\$ 30.4206	\$ 31.0292	\$ 31.6496		3.00% ATB	Regular
NUTRITION/FOOD SERVICES	AHD COOK (SAN)	\$ 30.6894	\$ 31.2742	\$ 31.8706	\$ 32.4792	\$ 33.0996		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD DIET AIDE	\$ 28.3614	\$ 28.9401	\$ 29.5188	\$ 30.1092	\$ 30.7113		3.00% ATB	Regular
NUTRITION/FOOD SERVICES	AHD DIET AIDE (SAN)	\$ 29.8114	\$ 30.3901	\$ 30.9688	\$ 31.5592	\$ 32.1613		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD KITCHEN HELPER	\$ 27.7058	\$ 28.2598	\$ 28.8251	\$ 29.4017	\$ 29.9896		3.00% ATB	Regular
NUTRITION/FOOD SERVICES	AHD KITCHEN HELPER (SAN)	\$ 29.1558	\$ 29.7098	\$ 30.2751	\$ 30.8517	\$ 31.4396		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD LEAD COOK	\$ 30.6397	\$ 31.2526	\$ 31.8776	\$ 32.5150	\$ 33.1654		3.00% ATB	Regular
NUTRITION/FOOD SERVICES	AHD LEAD COOK (SAN)	\$ 32.0897	\$ 32.7026	\$ 33.3276	\$ 33.9650	\$ 34.6154		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD STOREMAN-PORTER	\$ 28.0088	\$ 28.5689	\$ 29.1403	\$ 29.7231	\$ 30.3175		3.00% ATB	Regular
NUTRITION/FOOD SERVICES	AHD STOREMAN-PORTER (SAN)	\$ 29.4588	\$ 30.0189	\$ 30.5903	\$ 31.1731	\$ 31.7675		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD CENTRAL STERILE PROCESSING TECHNICIAN	\$ 30.3262	\$ 30.9325	\$ 31.5500	\$ 32.1787	\$ 32.8188		3.00% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD CENTRAL STERILE PROCESSING TECHNICIAN (SAN)	\$ 31.7762	\$ 32.3825	\$ 33.0000	\$ 33.6287	\$ 34.2688		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD CERTIFIED NURSING ASST	\$ 28.7505	\$ 29.3255	\$ 29.9119	\$ 30.5102	\$ 31.1204		3.00% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD CERTIFIED NURSING ASST (SAN)	\$ 30.2005	\$ 30.7755	\$ 31.3619	\$ 31.9602	\$ 32.5704		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD EMERGENCY DEPT TECHNICIAN	\$ 31.1183	\$ 31.7406	\$ 32.3755	\$ 33.0229	\$ 33.6833		3.00% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD EMERGENCY DEPT TECHNICIAN (SAN)	\$ 32.5683	\$ 33.1906	\$ 33.8255	\$ 34.4729	\$ 35.1333		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD INSTRUMENT TECHNICIAN	\$ 30.3286	\$ 30.9351	\$ 31.5537	\$ 32.1849	\$ 32.8286		3.00% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD INSTRUMENT TECHNICIAN (SAN)	\$ 31.7786	\$ 32.3851	\$ 33.0037	\$ 33.6349	\$ 34.2786		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD NURSING SVCS TECHNICIAN NS	\$ 28.7505	\$ 29.3255	\$ 29.9119	\$ 30.5102	\$ 31.1204		3.00% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD NURSING SVCS TECHNICIAN NS (SAN)	\$ 30.2005	\$ 30.7755	\$ 31.3619	\$ 31.9602	\$ 32.5704		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD TELEMETRY MONITOR TECH	\$ 28.1666	\$ 28.7298	\$ 29.3045	\$ 29.8906	\$ 30.4883		3.00% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD TELEMETRY MONITOR TECH (SAN)	\$ 29.6166	\$ 30.1798	\$ 30.7545	\$ 31.3406	\$ 31.9383		Benefits Waived (Reg + \$1.45)	SAN

REHAB/ALTERNATIVE MEDICINE	AHD ACTIVITY COORDINATOR	\$ 20.6827	\$ 21.1299	\$ 21.5857	\$ 22.0509	\$ 22.5255		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD ACTIVITY COORDINATOR (SAN)	\$ 22.1327	\$ 22.5799	\$ 23.0357	\$ 23.5009	\$ 23.9755		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD OCCUPATIONAL THERAPIST	\$ 53.3456	\$ 54.4124	\$ 55.5006	\$ 56.6107	\$ 57.7428		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD OCCUPATIONAL THERAPIST (SAN)	\$ 54.7956	\$ 55.8624	\$ 56.9506	\$ 58.0607	\$ 59.1928		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD PHYSICAL THERAPIST	\$ 49.7890	\$ 50.7849	\$ 51.8006	\$ 52.8365	\$ 53.8933		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD PHYSICAL THERAPIST (SAN)	\$ 51.2390	\$ 52.2349	\$ 53.2506	\$ 54.2865	\$ 55.3433		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD PHYSICAL THERAPY ASSISTANT	\$ 34.9978	\$ 35.6976	\$ 36.4116	\$ 37.1399	\$ 37.8828		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD PHYSICAL THERAPY ASSISTANT (SAN)	\$ 36.4478	\$ 37.1476	\$ 37.8616	\$ 38.5899	\$ 39.3328		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD RCP II RESP. CARE PRACT	\$ 51.8636	\$ 52.9009	\$ 53.9589	\$ 55.0381	\$ 56.1388		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD RCP II RESP. CARE PRACT (SAN)	\$ 53.3136	\$ 54.3509	\$ 55.4089	\$ 56.4881	\$ 57.5888		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD SR OCCUPATIONAL THERAPIST	\$ 56.0127	\$ 57.1331	\$ 58.2756	\$ 59.4411	\$ 60.6299		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD SR OCCUPATIONAL THERAPIST (SAN)	\$ 57.4627	\$ 58.5831	\$ 59.7256	\$ 60.8911	\$ 62.0799		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD SR PHYSICAL THERAPIST	\$ 56.0127	\$ 57.1331	\$ 58.2756	\$ 59.4411	\$ 60.6299		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD SR PHYSICAL THERAPIST (SAN)	\$ 57.4627	\$ 58.5831	\$ 59.7256	\$ 60.8911	\$ 62.0799		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD SR SPEECH PATHOLOGIST	\$ 56.0127	\$ 57.1331	\$ 58.2756	\$ 59.4411	\$ 60.6299		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD SR SPEECH PATHOLOGIST (SAN)	\$ 57.4627	\$ 58.5831	\$ 59.7256	\$ 60.8911	\$ 62.0799		Benefits Waived (Reg + \$1.45)	SAN

Effective 1/10/2022

AHS Job Class Description	AHS Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Notes	EE Type
REHAB/ALTERNATIVE MEDICINE	AHD ACTIVITY COORDINATOR	\$ 21.3032	\$ 21.7638	\$ 22.2333	\$ 22.7124	\$ 23.2013		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD ACTIVITY COORDINATOR (SAN)	\$ 22.7532	\$ 23.2138	\$ 23.6833	\$ 24.1624	\$ 24.6513		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD ADMITTING CLERK	\$ 26.0987	\$ 26.6207	\$ 27.1531	\$ 27.6962	\$ 28.2501		3.00% ATB	Regular
CUSTOMER SERVICES	AHD ADMITTING CLERK (SAN)	\$ 27.5487	\$ 28.0707	\$ 28.6031	\$ 29.1462	\$ 29.7001		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD CASHIER	\$ 25.4014	\$ 25.9095	\$ 26.4277	\$ 26.9563	\$ 27.4954		3.00% ATB	Regular
CUSTOMER SERVICES	AHD CASHIER (SAN)	\$ 26.8514	\$ 27.3595	\$ 27.8777	\$ 28.4063	\$ 28.9454		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD CENTRAL STERILE PROCESSING TECHNICIAN	\$ 31.2360	\$ 31.8605	\$ 32.4965	\$ 33.1441	\$ 33.8034		3.00% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD CENTRAL STERILE PROCESSING TECHNICIAN (SAN)	\$ 32.6860	\$ 33.3105	\$ 33.9465	\$ 34.5941	\$ 35.2534		Benefits Waived (Reg + \$1.45)	SAN
MATERIALS MGMT & SUPPLY CHAIN	AHD CENTRAL SUPPLY TECH I	\$ 29.6130	\$ 30.2053	\$ 30.8093	\$ 31.4255	\$ 32.0540		3.00% ATB	Regular
MATERIALS MGMT & SUPPLY CHAIN	AHD CENTRAL SUPPLY TECH I (SAN)	\$ 31.0630	\$ 31.6553	\$ 32.2593	\$ 32.8755	\$ 33.5040		Benefits Waived (Reg + \$1.45)	SAN
MATERIALS MGMT & SUPPLY CHAIN	AHD CENTRAL SUPPLY TECH II	\$ 30.1166	\$ 30.7189	\$ 31.3332	\$ 31.9601	\$ 32.5991		3.00% ATB	Regular
MATERIALS MGMT & SUPPLY CHAIN	AHD CENTRAL SUPPLY TECH II (SAN)	\$ 31.5666	\$ 32.1689	\$ 32.7832	\$ 33.4101	\$ 34.0491		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD CERTIFIED NURSING ASST	\$ 29.6130	\$ 30.2053	\$ 30.8093	\$ 31.4255	\$ 32.0540		3.00% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD CERTIFIED NURSING ASST (SAN)	\$ 31.0630	\$ 31.6553	\$ 32.2593	\$ 32.8755	\$ 33.5040		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD COOK	\$ 30.1166	\$ 30.7189	\$ 31.3332	\$ 31.9601	\$ 32.5991		3.00% ATB	Regular
NUTRITION/FOOD SERVICES	AHD COOK (SAN)	\$ 31.5666	\$ 32.1689	\$ 32.7832	\$ 33.4101	\$ 34.0491		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD DIET AIDE	\$ 29.2122	\$ 29.8083	\$ 30.4044	\$ 31.0125	\$ 31.6326		3.00% ATB	Regular
NUTRITION/FOOD SERVICES	AHD DIET AIDE (SAN)	\$ 30.6622	\$ 31.2583	\$ 31.8544	\$ 32.4625	\$ 33.0826		Benefits Waived (Reg + \$1.45)	SAN
ADMINISTRATIVE SUPPORT	AHD E.C.C. SECRETARY	\$ 30.9021	\$ 31.5202	\$ 32.1504	\$ 32.7934	\$ 33.4496		3.00% ATB	Regular
ADMINISTRATIVE SUPPORT	AHD E.C.C. SECRETARY (SAN)	\$ 32.3521	\$ 32.9702	\$ 33.6004	\$ 34.2434	\$ 34.8996		Benefits Waived (Reg + \$1.45)	SAN
HEALTH CARE OPERATIONS	AHD ECC COORDINATOR (clerical)	\$ 32.4387	\$ 33.0863	\$ 33.7456	\$ 34.4162	\$ 35.1100		3.00% ATB	Regular
HEALTH CARE OPERATIONS	AHD ECC COORDINATOR (clerical) (SAN)	\$ 33.8887	\$ 34.5363	\$ 35.1956	\$ 35.8662	\$ 36.5600		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD EMERGENCY DEPT TECHNICIAN	\$ 32.0518	\$ 32.6928	\$ 33.3468	\$ 34.0136	\$ 34.6938		3.00% ATB	Regular

PATIENT CARE SERVICES (NON)	AHD EMERGENCY DEPT TECHNICIAN (SAN)	\$ 33.5018	\$ 34.1428	\$ 34.7968	\$ 35.4636	\$ 36.1438		Benefits Waived (Reg + \$1.45)	SAN
ENVIRONMENTAL SERVICES	AHD ENVIRONMENTAL SVCS AIDE	\$ 28.5370	\$ 29.1076	\$ 29.6899	\$ 30.2838	\$ 30.8893		3.00% ATB	Regular
ENVIRONMENTAL SERVICES	AHD ENVIRONMENTAL SVCS AIDE (SAN)	\$ 29.9870	\$ 30.5576	\$ 31.1399	\$ 31.7338	\$ 32.3393		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD FINANCIAL COUNSELOR	\$ 27.3100	\$ 27.8562	\$ 28.4135	\$ 28.9817	\$ 29.5613		3.00% ATB	Regular
CUSTOMER SERVICES	AHD FINANCIAL COUNSELOR (SAN)	\$ 28.7600	\$ 29.3062	\$ 29.8635	\$ 30.4317	\$ 31.0113		Benefits Waived (Reg + \$1.45)	SAN
ENVIRONMENTAL SERVICES	AHD HEAD AIDE	\$ 29.2236	\$ 29.8082	\$ 30.4044	\$ 31.0125	\$ 31.6326		3.00% ATB	Regular
ENVIRONMENTAL SERVICES	AHD HEAD AIDE (SAN)	\$ 30.6736	\$ 31.2582	\$ 31.8544	\$ 32.4625	\$ 33.0826		Benefits Waived (Reg + \$1.45)	SAN
HEALTH INFORMATION MGMT	AHD HIM CLERK II	\$ 26.4594	\$ 26.9886	\$ 27.5282	\$ 28.0789	\$ 28.6405		3.00% ATB	Regular
HEALTH INFORMATION MGMT	AHD HIM CLERK II (SAN)	\$ 27.9094	\$ 28.4386	\$ 28.9782	\$ 29.5289	\$ 30.0905		Benefits Waived (Reg + \$1.45)	SAN
HEALTH INFORMATION MGMT	AHD HIM CLERK II - PROJECTS	\$ 26.4594	\$ 26.9886	\$ 27.5282	\$ 28.0789	\$ 28.6405		3.00% ATB	Regular
HEALTH INFORMATION MGMT	AHD HIM CLERK II - PROJECTS (SAN)	\$ 27.9094	\$ 28.4386	\$ 28.9782	\$ 29.5289	\$ 30.0905		Benefits Waived (Reg + \$1.45)	SAN
HEALTH INFORMATION MGMT	AHD HIM TECHNICIAN II	\$ 32.3008	\$ 33.6025	\$ 34.6034	\$ 36.4079	\$ 37.5977		3.00% ATB	Regular
HEALTH INFORMATION MGMT	AHD HIM TECHNICIAN II (SAN)	\$ 33.7508	\$ 35.0525	\$ 36.0534	\$ 37.8579	\$ 39.0477		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD INSTRUMENT TECHNICIAN	\$ 31.2385	\$ 31.8632	\$ 32.5003	\$ 33.1504	\$ 33.8135		3.00% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD INSTRUMENT TECHNICIAN (SAN)	\$ 32.6885	\$ 33.3132	\$ 33.9503	\$ 34.6004	\$ 35.2635		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD INSURANCE VERIFIER	\$ 29.0622	\$ 29.6435	\$ 30.2362	\$ 30.8411	\$ 31.4577		3.00% ATB	Regular
CUSTOMER SERVICES	AHD INSURANCE VERIFIER (SAN)	\$ 30.5122	\$ 31.0935	\$ 31.6862	\$ 32.2911	\$ 32.9077		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD KITCHEN HELPER	\$ 28.5370	\$ 29.1076	\$ 29.6899	\$ 30.2838	\$ 30.8893		3.00% ATB	Regular
NUTRITION/FOOD SERVICES	AHD KITCHEN HELPER (SAN)	\$ 29.9870	\$ 30.5576	\$ 31.1399	\$ 31.7338	\$ 32.3393		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD LEAD COOK	\$ 31.5589	\$ 32.1902	\$ 32.8339	\$ 33.4905	\$ 34.1604		3.00% ATB	Regular
NUTRITION/FOOD SERVICES	AHD LEAD COOK (SAN)	\$ 33.0089	\$ 33.6402	\$ 34.2839	\$ 34.9405	\$ 35.6104		Benefits Waived (Reg + \$1.45)	SAN
HEALTH CARE OPERATIONS	AHD LEAD SURGERY CLERICAL COORDINATOR	\$ 34.1965	\$ 34.8788	\$ 35.5727	\$ 36.2781	\$ 37.0068		3.00% ATB	Regular
HEALTH CARE OPERATIONS	AHD LEAD SURGERY CLERICAL COORDINATOR (SAN)	\$ 35.6465	\$ 36.3288	\$ 37.0227	\$ 37.7281	\$ 38.4568		Benefits Waived (Reg + \$1.45)	SAN
NURSING-LICENSED	AHD LVN - IV CERT	\$ 41.3001	\$ 42.1261	\$ 42.9687	\$ 43.8281	\$ 44.7047		3.00% ATB	Regular
NURSING-LICENSED	AHD LVN - IV CERT (SAN)	\$ 42.7501	\$ 43.5761	\$ 44.4187	\$ 45.2781	\$ 46.1547		Benefits Waived (Reg + \$1.45)	SAN
MATERIALS MGMT & SUPPLY CHAIN	AHD MATERIALS MANAGEMENT TECHNICIAN II	\$ 30.1142	\$ 30.7156	\$ 31.3285	\$ 31.9531	\$ 32.5890		3.00% ATB	Regular
MATERIALS MGMT & SUPPLY CHAIN	AHD MATERIALS MANAGEMENT TECHNICIAN II (SAN)	\$ 31.5642	\$ 32.1656	\$ 32.7785	\$ 33.4031	\$ 34.0390		Benefits Waived (Reg + \$1.45)	SAN

PATIENT CARE SERVICES (NON)	AHD NURSING SVCS TECHNICIAN NS	\$ 29.6130	\$ 30.2053	\$ 30.8093	\$ 31.4255	\$ 32.0540		3.00% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD NURSING SVCS TECHNICIAN NS (SAN)	\$ 31.0630	\$ 31.6553	\$ 32.2593	\$ 32.8755	\$ 33.5040		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD OCCUPATIONAL THERAPIST	\$ 54.9460	\$ 56.0448	\$ 57.1656	\$ 58.3090	\$ 59.4751		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD OCCUPATIONAL THERAPIST (SAN)	\$ 56.3960	\$ 57.4948	\$ 58.6156	\$ 59.7590	\$ 60.9251		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD PATIENT ACCT REP	\$ 32.6858	\$ 33.3396	\$ 34.0063	\$ 34.6865	\$ 35.3802		3.00% ATB	Regular
CUSTOMER SERVICES	AHD PATIENT ACCT REP (SAN)	\$ 34.1358	\$ 34.7896	\$ 35.4563	\$ 36.1365	\$ 36.8302		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD PATIENT ADMITTING LEAD	\$ 36.9234	\$ 37.6613	\$ 38.4142	\$ 39.1820	\$ 39.9648		3.00% ATB	Regular
CUSTOMER SERVICES	AHD PATIENT ADMITTING LEAD (SAN)	\$ 38.3734	\$ 39.1113	\$ 39.8642	\$ 40.6320	\$ 41.4148		Benefits Waived (Reg + \$1.45)	SAN
CUSTOMER SERVICES	AHD PATIENT SERVICES COORDINAT	\$ 30.9021	\$ 31.5202	\$ 32.1504	\$ 32.7934	\$ 33.4496		3.00% ATB	Regular
CUSTOMER SERVICES	AHD PATIENT SERVICES COORDINAT (SAN)	\$ 32.3521	\$ 32.9702	\$ 33.6004	\$ 34.2434	\$ 34.8996		Benefits Waived (Reg + \$1.45)	SAN
INFORMATION TECHNOLOGY	AHD PBX OPERATOR	\$ 26.0049	\$ 26.5251	\$ 27.0556	\$ 27.5966	\$ 28.1486		3.00% ATB	Regular
INFORMATION TECHNOLOGY	AHD PBX OPERATOR (SAN)	\$ 27.4549	\$ 27.9751	\$ 28.5056	\$ 29.0466	\$ 29.5986		Benefits Waived (Reg + \$1.45)	SAN
INFORMATION TECHNOLOGY	AHD PBX OPERATOR LEAD	\$ 27.1901	\$ 27.7339	\$ 28.2885	\$ 28.8543	\$ 29.4315		3.00% ATB	Regular
INFORMATION TECHNOLOGY	AHD PBX OPERATOR LEAD (SAN)	\$ 28.6401	\$ 29.1839	\$ 29.7385	\$ 30.3043	\$ 30.8815		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD PHYSICAL THERAPIST	\$ 51.2827	\$ 52.3084	\$ 53.3546	\$ 54.4216	\$ 55.5101		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD PHYSICAL THERAPIST (SAN)	\$ 52.7327	\$ 53.7584	\$ 54.8046	\$ 55.8716	\$ 56.9601		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD PHYSICAL THERAPY ASSISTANT	\$ 36.0477	\$ 36.7685	\$ 37.5039	\$ 38.2541	\$ 39.0193		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD PHYSICAL THERAPY ASSISTANT (SAN)	\$ 37.4977	\$ 38.2185	\$ 38.9539	\$ 39.7041	\$ 40.4693		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD RCP II RESP. CARE PRACT	\$ 53.4195	\$ 54.4879	\$ 55.5777	\$ 56.6892	\$ 57.8230		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD RCP II RESP. CARE PRACT (SAN)	\$ 54.8695	\$ 55.9379	\$ 57.0277	\$ 58.1392	\$ 59.2730		Benefits Waived (Reg + \$1.45)	SAN
ADMINISTRATIVE SUPPORT	AHD REHABILITATION RECEPTION	\$ 23.0902	\$ 23.5521	\$ 24.0230	\$ 24.5036	\$ 24.9936		3.00% ATB	Regular
ADMINISTRATIVE SUPPORT	AHD REHABILITATION RECEPTION (SAN)	\$ 24.5402	\$ 25.0021	\$ 25.4730	\$ 25.9536	\$ 26.4436		Benefits Waived (Reg + \$1.45)	SAN
HEALTH INFORMATION MGMT	AHD RELEASE OF INFO SPECIALIST	\$ 25.6584	\$ 26.1715	\$ 26.6950	\$ 27.2289	\$ 27.7735		3.00% ATB	Regular
HEALTH INFORMATION MGMT	AHD RELEASE OF INFO SPECIALIST (SAN)	\$ 27.1084	\$ 27.6215	\$ 28.1450	\$ 28.6789	\$ 29.2235		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD SR OCCUPATIONAL THERAPIST	\$ 57.6931	\$ 58.8471	\$ 60.0239	\$ 61.2243	\$ 62.4488		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD SR OCCUPATIONAL THERAPIST (SAN)	\$ 59.1431	\$ 60.2971	\$ 61.4739	\$ 62.6743	\$ 63.8988		Benefits Waived (Reg + \$1.45)	SAN
REHAB/ALTERNATIVE MEDICINE	AHD SR PHYSICAL THERAPIST	\$ 57.6931	\$ 58.8471	\$ 60.0239	\$ 61.2243	\$ 62.4488		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD SR PHYSICAL THERAPIST (SAN)	\$ 59.1431	\$ 60.2971	\$ 61.4739	\$ 62.6743	\$ 63.8988		Benefits Waived (Reg + \$1.45)	SAN

REHAB/ALTERNATIVE MEDICINE	AHD SR SPEECH PATHOLOGIST	\$ 57.6931	\$ 58.8471	\$ 60.0239	\$ 61.2243	\$ 62.4488		3.00% ATB	Regular
REHAB/ALTERNATIVE MEDICINE	AHD SR SPEECH PATHOLOGIST (SAN)	\$ 59.1431	\$ 60.2971	\$ 61.4739	\$ 62.6743	\$ 63.8988		Benefits Waived (Reg + \$1.45)	SAN
ENVIRONMENTAL SERVICES	AHD SR. LEAD AIDE	\$ 33.6079	\$ 34.2802	\$ 34.9658	\$ 35.6650	\$ 36.3783		3.00% ATB	Regular
ENVIRONMENTAL SERVICES	AHD SR. LEAD AIDE (SAN)	\$ 35.0579	\$ 35.7302	\$ 36.4158	\$ 37.1150	\$ 37.8283		Benefits Waived (Reg + \$1.45)	SAN
NUTRITION/FOOD SERVICES	AHD STOREMAN-PORTER	\$ 28.8491	\$ 29.4260	\$ 30.0145	\$ 30.6148	\$ 31.2270		3.00% ATB	Regular
NUTRITION/FOOD SERVICES	AHD STOREMAN-PORTER (SAN)	\$ 30.2991	\$ 30.8760	\$ 31.4645	\$ 32.0648	\$ 32.6770		Benefits Waived (Reg + \$1.45)	SAN
HEALTH CARE OPERATIONS	AHD SUBSTANCE USE COUNSELOR	\$ 30.7037	\$ 32.0900	\$ 33.4207	\$ 34.9870	\$ 36.5883	\$ 37.3201	3.00% ATB	Regular
HEALTH CARE OPERATIONS	AHD SUBSTANCE USE COUNSELOR (SAN)	\$ 32.1537	\$ 33.5400	\$ 34.8707	\$ 36.4370	\$ 38.0383	\$ 38.7701	Benefits Waived (Reg + \$1.45)	SAN
MATERIALS MGMT & SUPPLY CHAIN	AHD SUPPLY COORD PERIOPTV SVCS	\$ 33.2045	\$ 33.8684	\$ 34.5459	\$ 35.2367	\$ 35.9414		3.00% ATB	Regular
MATERIALS MGMT & SUPPLY CHAIN	AHD SUPPLY COORD PERIOPTV SVCS (SAN)	\$ 34.6545	\$ 35.3184	\$ 35.9959	\$ 36.6867	\$ 37.3914		Benefits Waived (Reg + \$1.45)	SAN
HEALTH CARE OPERATIONS	AHD SURGERY CLERICAL COORDINAT	\$ 29.8141	\$ 30.4104	\$ 31.0186	\$ 31.6390	\$ 32.2718		3.00% ATB	Regular
HEALTH CARE OPERATIONS	AHD SURGERY CLERICAL COORDINAT (SAN)	\$ 31.2641	\$ 31.8604	\$ 32.4686	\$ 33.0890	\$ 33.7218		Benefits Waived (Reg + \$1.45)	SAN
PATIENT CARE SERVICES (NON)	AHD TELEMETRY MONITOR TECH	\$ 29.0116	\$ 29.5917	\$ 30.1836	\$ 30.7873	\$ 31.4029		3.00% ATB	Regular
PATIENT CARE SERVICES (NON)	AHD TELEMETRY MONITOR TECH (SAN)	\$ 30.4616	\$ 31.0417	\$ 31.6336	\$ 32.2373	\$ 32.8529		Benefits Waived (Reg + \$1.45)	SAN
ADMINISTRATIVE SUPPORT	AHD UNIT SECRETARY	\$ 30.9021	\$ 31.5202	\$ 32.1504	\$ 32.7934	\$ 33.4496		3.00% ATB	Regular
ADMINISTRATIVE SUPPORT	AHD UNIT SECRETARY (SAN)	\$ 32.3521	\$ 32.9702	\$ 33.6004	\$ 34.2434	\$ 34.8996		Benefits Waived (Reg + \$1.45)	SAN

Should this wage scale be adjusted per Article 4, the wage scale will be modified and published for employees as soon as reasonably possible.

SIDE LETTER OF AGREEMENT - PENSION PLAN SUBSIDY

October 11, 2012

Federal Law requires pension plans in critical status to adopt a rehabilitation plan aimed at restoring the financial health of the plan. The law further requires that all contributing Employers pay the plan a surcharge to help correct the plan's financial situation.

The SEIU National Industry Pension Plan's actuaries have determined that this pension plan is projected to have an accumulated funding deficiency for up to fifteen (15) years.

A five percent (5%) surcharge was applied in the initial critical year (2009) which increased in 2010 to ten percent (10%). The ten percent (10%) surcharge was mandated to continue until the Memorandum of Understanding between the parties was open for negotiations, at which time the parties were to reach agreement on one of the contribution schedules in the rehabilitation plan ("Preferred" plan or "Default" plan). Initially the pension plan allowed movement out of one plan and into another at the time a new MOU was negotiated. However, this has since been modified by the pension plan so that, once a choice of the "Preferred" or "Default" plan is elected, the Employer is obligated to remain in that plan for the duration of the rehabilitation period.

Based on the above, SEIU-UHW-West and The City of Alameda Health Care District, dba Alameda Hospital has agreed to adopt the "Default" plan effective this plan year.