

**MEMORANDUM
OF
UNDERSTANDING**

SEIU ATTENDING PHYSICIAN UNIT

AND

ALAMEDA HEALTH MEDICAL GROUP/ALAMEDA
HEALTH SYSTEM

July 1, 2023 – May 31, 2026

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ARTICLE I - RECOGNITION

Unless otherwise specified, references in this MOU to “the Employer” shall refer to AHMG and AHS as joint employers. AHMG is the employer of the members of the bargaining unit, and AHS is the sole corporate member.

A. Recognition

The Employer recognizes SEIU Local 1021 as the exclusive bargaining representative for all full-time, part-time and Services as Needed physician classifications employed by AHMG with the exception of the AHMG President.

B. Disputes

If the Union contests the bargaining unit assignment of any newly created physician classification/title within the 30 (thirty) calendar day notice period, the parties shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit of the title/classification, the dispute shall be submitted to PERB for resolution. If the Union does not contest the bargaining unit assignment of the newly created position within the 30 (thirty) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties.

ARTICLE II - INTERPRETIVE GUIDELINES

A. Conflicts with the PSA

AHMG provides services to AHS in accordance with the Second Amended and Restated Professional Services Agreement (“PSA”), entered into between the two entities on February 1, 2022. Whenever possible, this MOU shall be interpreted in a manner consistent with the PSA. In the event and to the extent that a conflict exists between any provision of this MOU and any provision of the PSA, the parties shall meet and confer to resolve the inconsistency.

B. Conflicts with Medical Staff Bylaws

All physicians providing care at Alameda Health System are subject to the Medical Staff Bylaws applicable to the location(s) where they provide care. Whenever possible, this MOU shall be interpreted in a manner consistent with the applicable Bylaws. In the event and to the extent that a conflict exists between any provision of this MOU and any provision of the Bylaws, the Bylaws shall control.

ARTICLE III - MANAGEMENT RIGHTS

All management rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the Employer.

The rights of the Employer shall include, but not be limited to, the right to determine the mission of its departments, commissions and boards; to set standards of service, to maintain the efficiency of the Employer’s operations; to determine the procedures and standards of selection for employment and promotion; to administer disciplinary action for proper cause; to relieve its employees from duty because of lack of work or for other legitimate reasons; assignment, scheduling and training; to determine the methods, means and personnel by which the Employer’s operations are to be conducted; to take all necessary action to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and technology of performing its work. The Employer has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

This Agreement is not intended to, nor may be construed to, contravene any federal or state law including, but not limited to, the Meyers-Milias-Brown Act.

ARTICLE IV - PATIENT CARE COMMITTEES

The union and AHS agree that in order to facilitate effective delivery of patient care, Attending Physicians shall have representation on existing SEIU 1021 departmental patient care committees.

A. Center-wide Patient Care Committee.

Attending Physicians shall have representation on the existing SEIU 1021 center-wide Patient Care Committee.

B. Physician Labor Management Committee

AHMG and the Union agree to create a Labor Management Committee comprised of five (5) attending physicians with equal representation from the following groups:

- Group 1: Anesthesia, Pain Medicine, Pathology, Radiology
- Group 2: Cardiology, GI, Oncology, Neurology, Rheumatology, Dermatology, Endocrinology, Pulmonology, Palliative care, Geriatrics, Nephrology
- Group 3: Emergency medicine
- Group 4: Primary care, Hospital medicine, Pediatrics
- Group 5: OB/GYN, Ophthalmology, Orthopedics, Podiatry, Rehab medicine, Plastic surgery, Urology, ENT

The AHMG President or designee shall be required to attend all meetings, and additional individuals may be in attendance depending on their relevance to the agenda such as executive leaders (e.g. AHMG Board President, COO, CMO, CHRO) or their designees.

The Labor Management Committee will have two co-chairs: the AHMG President, and one chosen by the Union. LMC agendas will be set by mutual agreement of the co-chairs.

The Labor Management Committee shall have the authority to develop its own internal procedures, including scheduling of meetings. Recommendations from this committee, similar to other AHMG Committees, will be presented to the AHMG Board for discussion and possible action.

The Labor Management Committee will collaborate with other AHMG Committees including the HR Committee, Compensation Committee, Metrics & Quality Committee, and Inclusivity & Belonging Committee to ensure proposals are well-formed and pertinent to the scope of the LMC.

The scope of discussion will include but is not limited to:

- Evaluating and monitoring practice standards and policies for patient care;
- Improving and streamlining medical equipment and IT acquisition and maintenance
- Identifying, assessing, and addressing staffing needs across the AHS system

- Collaborating with the other committees at AHMG and AHS (e.g., the Committee on Interdisciplinary Practice) to monitor and improve patient care;
- Providing organizational guidance regarding staff training and clinical competency for clinical care;
- Identifying community health equity needs and physician avenues for overcoming gaps in health equity;
- Developing and improving professional development opportunities for Physicians at AHS;
- Evaluating and improving working conditions for Physicians;
- Identifying research opportunities and available support for such research

The parties recognize that the above issues fall into the job descriptions and responsibilities of Department Chairs as per the Medical Staff By-laws. Where possible, established leadership escalation processes will be used to advance patient care issues. However, attending physician representation in the Patient Care Committees will allow for cross-disciplinary dialogue and innovative solutions that support and amplify physician leaders' agendas. Good faith efforts will be made to coordinate with Department Chairs on Patient Care Committee agenda setting and action items that come out of those Committees.

ARTICLE V – SALARIES

A. General Wage Increase

General wage increases during the term of this contract shall be as follows. No bargaining unit member shall suffer a reduction in base salary as a result of this Agreement. Performance-related bonuses in individual employment agreements made prior to the execution of this Agreement shall be honored.

1. July 1st, 2023 Except as provided in Section 2, below, effective the first pay period following July 1, 2023 the wages of all bargaining unit members and all wage scales shall be increased by 3%. All hourly callback pay, as noted in Appendix B, shall also be increased by 3% effective no later than thirty (30) days following ratification.

2. July 1st, 2024 Effective the first pay period following July 1, 2024 the wages of all bargaining unit members and all wage scales shall be increased by 3%. All hourly callback pay, as noted in Appendix B, shall also be increased by 3%.

3. July 1st, 2025 Effective the first pay period following July 1, 2025 the wages of all bargaining unit members and all wage scales shall be increased by 3%. All hourly callback pay, as noted in Appendix B, shall also be increased by 3%.

B. Emergency and Orthopedic Chair Wage Increases

The Chairs of the Emergency and Orthopedics departments will receive the following wage increases:

1. Callback Pay Increase The hourly callback pay, as noted in Appendix B, shall be increased by 3% effective no later than thirty (30) days following ratification.

2. July 1st, 2024 Effective the first pay period following July 1, 2024 the wage scales shall be increased by 6%. All hourly callback pay, as noted in Appendix B, shall also be increased by 3%.

3. July 1st, 2025 Effective the first pay period following July 1, 2025 the wages of all bargaining unit members and all wage scales shall be increased by 3%. All hourly callback pay, as noted in Appendix B, shall also be increased by 3%.

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C. SAN Rates. SAN employees shall be paid at the rates specified in Appendix B.

D. Incentive Pay

1. Metrics Development. The Employer, AHS, and the Union, in concert with the AHMG Metrics and Quality and Compensation Committees, shall be responsible for

developing metrics that reflect system priorities around quality, access, efficiency, and sustainability. The committee shall adopt quality metrics for incentive pay by July 1, 2024, and productivity metrics for incentive pay by July 1, 2025, using a measurement year of July 1 through June 30.

2. Incentive Compensation. Bargaining unit employees who meet the metrics established in Section 2.1, above, shall be eligible for one-time lump sum payments of up to 2% of base salary for quality, for the measurement period from July 1, 2024 through June 30, 2025. The incentive payments shall be made no later than October 15, 2025. Bargaining unit employees who meet the metrics established in Section 2.1, above, shall be eligible for lump sum payments of up to 1% of base salary for quality, for the measurement period from July 1, 2025 through June 30, 2026.

E. Call Pay Call pay rates for each specialty are set forth in Appendix B.

F. Chair Compensation. Chairs shall be compensated according to the Matrix in Appendix A.

ARTICLE VI - HOURS OF WORK & ADMINISTRATIVE TIME

A. Definition of 1.0 FTE 1.0 FTE employees shall receive the following hours of non-direct patient care time out of a 40 hour work week. For those less than 1.0, non-direct patient care time is prorated by FTE. SANs in specialties that currently receive non-direct patient care time shall continue to receive such time. Non-direct patient care time is allocated per half day of outpatient direct patient care work. E-consults and resident physician outpatient precepting as defined by ACGME residency requirements, shall be considered direct patient care. Upon separation of employment, any clinical time owed below an employee’s FTE will be deducted from their PTO payout.

	DTO?	Annual hours	Hours/week	Current State Non-direct Patient Care Time
Addiction Medicine	No	2080	40.0	0 (due to bandwidth)
Ophthalmology	No	2080	40.0	0 (due to bandwidth)
Plastic Surgery	No	2080	40.0	0 (due to bandwidth)
AIC Clinic	No	2080	40.0	1 hour per 4 hour clinic
Cardiology	No	2080	40.0	1 hour per 4 hour clinic
Dermatology	No	2080	40.0	1 hour per 4 hour clinic
Geriatrics	No	2080	40.0	1 hour per 4 hour clinic
Hematology/Oncology	No	2080	40.0	1 hour per 4 hour clinic
Nephrology	No	2080	40.0	1 hour per 4 hour clinic

Neurology - Outpatient	No	2080	40.0	1 hour per 4 hour clinic
Primary Care - IM	No	2080	40.0	1 hour per 4 hour clinic
Pulmonology	No	2080	40.0	1 hour per 4 hour clinic
Rheumatology	No	2080	40.0	1 hour per 4 hour clinic
Endocrinology	No	2080	40.0	1 hour per 4 hour clinic
Pediatrics - Outpatient	Yes	1840	40.0	30 min per 4 hour clinic + 4 hours / week per 1.0 FTE
ENT	No	2080	40.0	4 hours / week per 1.0 FTE
Gastroenterology	No	2080	40.0	1 hour per 4 hour clinic
Palliative Care	No	2080	40.0	1 hour per 4 hour clinic
Podiatry	No	2080	40.0	4 hours / week per 1.0 FTE
Rehabilitation Medicine	No	2080	40.0	4 hours / week per 1.0 FTE
Urology	No	2080	40.0	4 hours / week per 1.0 FTE

Ob/Gyn	No	2080	40.0	4 hours / week regardless of FTE
Pain Medicine	No	2080	40.0	4 hours / week regardless of FTE
Orthopedic Surgery	No	2080	40.0	8 hours / week per 1.0 FTE
Anesthesia	No	2080	40.0	N/A
Emergency Medicine (HGH)	Yes, 6 weeks	1860	40.4	N/A
Emergency Medicine (SLH/AH)	Yes, 6 weeks	1860	40.4	N/A
Hospitalist Medicine (HGH)	Yes, 6 weeks	1860	40.4	N/A
Hospitalist Medicine (SLH)	Yes, 6 weeks	2160	47.0	N/A
Neurology - Inpatient	No	2080	40.0	N/A
Pathology	No	2080	40.0	N/A
Pediatrics - Hospitalist	Yes, 6 weeks and federal holidays	1760	33.8	N/A
Radiology	No	2080	40.0	N/A

B. Additional Administrative Time

Physicians are eligible for additional administrative time in the following circumstances. For leadership positions below the Division Chief level, the maximum allowed additional administrative time is 0.2 FTE, subject to the below exceptions:

- 1. Core Faculty Roles.** Core Faculty roles are additive to Department or Systemwide roles as required by ACGME. Physicians designated “Core Faculty” by the Program Directors can take on other system wide or departmental roles and be eligible for additional administrative time.
- 2. Systemwide Roles & Department Roles.** Bargaining unit physicians who have taken on systemwide roles may take on department roles for additional administrative time. Systemwide roles are those that impact patient care and processes throughout the system, as designated by the CMO in consultation with Chairs.
- 3. Grants.** Physicians who have received grants that buy down additional time may use such funding for additional administrative time.
- 4. Multiple Department Roles.** Department roles are not additive---physicians in department roles cannot take on other department roles for additional administrative time. Departmental roles are those that are specific to the functions of the relevant medical staff department.
- 5. Monthly Timecards.** All employees who are eligible for administrative time pursuant to this Section 6.B shall submit monthly time cards. Failure to submit time cards for two consecutive months may result in suspension of the administrative role and the additional administrative time.

C. Moonlighting. All employees, except SANs, are prohibited from moonlighting in other health systems or engaging in patient care activities-outside of their employment with AHMG without prior written permission from the AHMG President. Permission shall not be denied unreasonably.

D. Patient Access and Administrative Support Committee

The parties shall establish a patient access and administrative support committee to pursue solutions to provide additional non-direct patient care support for AHMG physicians.

E. Exempt Status and Overtime

The parties acknowledge that bargaining unit members are “exempt” employees pursuant to the FLSA and California Labor Code. Thus, employees shall not receive additional compensation for incidental overtime worked beyond their normal shifts unless the parties mutually agree otherwise. Compensation for additional shifts, on-call pay, and jeopardy pay shall be governed by this Agreement.

F. Additional Shift Compensation

If bargaining unit members work additional shifts above their FTE, they shall receive additional compensation at the normal straight-time (1x) rate for such work, unless otherwise specified in this MOU or a Side Letter. For the purposes of this section an additional shift shall be defined as a period of time of four (4) or more consecutive hours of on-site or tele-health direct patient care, either contiguous to the physician's regular shift or as a prescheduled shift not contiguous to the physician's regular shift. Where established, telehealth shifts shall be compensated on an hourly basis at the rate currently in effect. On-call work shall not be considered an additional shift pursuant to this section.

G. Shifts and Schedules

Hours of work, shift length, and schedules shall be determined by the Chiefs and Chairs of each department in accordance with the PSA. Chiefs and Chairs shall have the authority to make changes in response to clinical and/or operational needs, including but not limited to absences, planned and unplanned, changes to patient volume or census, or service expansion. Chiefs and Chairs shall have the authority to assign clinical shifts on an involuntary basis when necessary to meet clinical needs, provided that the assigned physician not exceed their total FTE in a rolling 12-month period. Chairs and chiefs will take all necessary actions to distribute involuntary shifts equally. Chiefs and Chairs shall give as much notice as possible of such changes and not exercise their authority in arbitrary fashion.

H. Lactation Accommodations

AHS will provide adequate lactation break periods for expressing milk or breastfeeding during work hours. AHS will provide dedicated lactation rooms.

The length, timing and number of breaks may vary from lactating person to lactating person. Lactation break periods must include preparation and travel time to the dedicated lactation room. AHS shall comply with the law and the MOU when providing coverage for lactation break periods.

Sanitary and dedicated lactation rooms will have locks and a power supply. If practicable, the rooms will have sinks and refrigerators in the room. The parties agree on an ongoing basis to meet and confer concerning the identification of appropriate rooms and the conditions and furnishings of existing rooms.

ARTICLE VII – CHIEFS

A. Department Scorecard. Division Chief positions may be added, modified, or eliminated at the discretion of the Department Chair in accordance with the medical staff bylaws and the PSA. Division Chiefs will be reviewed and scored on the following criteria to determine additional administrative time:

Division	Multiple Locations	Procedural	Certification/Accreditation/Fellowship	Reports >10	Reports >20	24/7 in house	Total
Hospitalist SLH	No	No	No	No	No	Yes	1
Hospitalist HGH	No	No	No	Yes	Yes	Yes	3
Primary Care	No	No	No	Yes	No	No	1
Dermatology	Yes	No	No	No	No	No	1
Endocrine	Yes	No	No	No	No	No	1
Rheumatology	Yes	No	No	No	No	No	1
Anesthesia (Pain)	Yes	Yes	No	No	No	No	2
ENT	Yes	Yes	No	No	No	No	2
Podiatry	Yes	Yes	No	No	No	No	2

Palliative Care	Yes	No	No	Yes	No	No	2
Hematology Oncology	Yes	No	No	Yes	No	No	2
Physical Medicine and Rehab	Yes	Yes	Yes	No	No	No	3
Gastroenterolo gy	Yes	Yes	No	Yes	No	No	3
Ophthalmolog y	Yes	Yes	No	Yes	No	No	3
Urology	Yes	Yes	No	Yes	No	No	3
Pulmonology/ Critical Care	Yes	No	No	Yes	Yes	No	3
Neurology	Yes	No	Yes	Yes	Yes	No	4
Cardiology	Yes	Yes	Yes	Yes	No	No	4
Obstetrics	Yes	Yes	Yes	Yes	Yes	Yes	6
Gynecology	No	Yes	No	Yes	No	Yes	3
Family Planning	No	Yes	No	Yes	No	No	2

Newborn Pediatrics	No	Yes	Yes	Yes	No	Yes	4
Anatomic Pathology	Yes	No	No	No	No	No	1

Score	Minimum Admin FTE
1 - 2	0.2 - 0.3
3 - 4	0.3 - 0.4
5 - 6	0.4 - 0.5

B. New Chiefs. New Chiefs may be added for specialties, including but not limited to addiction medicine, nephrology, geriatrics, and plastic surgery, using the same scoring method.

C. Additional Administrative Time. By mutual agreement of the AHMG President and Department Chairs, and to the extent permitted by the AHS/AHMG PSA, Chiefs may be awarded additional administrative time up to a total of 0.5 Administrative FTE total due to operational need.

D. Stipend. Chiefs shall receive a stipend of \$20,000 per year.

ARTICLE VIII - HEALTH, DENTAL & VISION BENEFITS

A. Health Plans The Employer shall contribute toward the monthly provider’s charge for a comprehensive group health plan for employees with an FTE of 0.6 or above, 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 employees during open enrollment. Employees shall be notified of changes and/or modifications of plans during open enrollment each year. AHMG will offer the following plans to eligible physicians:

Freedom of Choice PPO Plan

Independence Plan

Kaiser High Plan

Eligible employees may choose among available options during an Open Enrollment period in the Fall of each year. Employees enrolled in any of the above plans may voluntarily elect to participate in a Healthcare and/or Dependent Care Flexible Savings Account.

B. Dental Plans The Employer shall contribute toward the monthly provider’s charge for a dental plan for full-time employees and their dependents, including domestic partners and their dependents, provided that the employee has an FTE of 0.6 or above. Eligible full-time employees may elect any one of the dental plan options provided through the Employer.

C. Employee Contribution: Employees shall contribute towards the premium cost of the health and dental benefits according to the scale below.

FTE	Employee Contribution-
Less than 0.6	Not Eligible for Plans
.60 to .74	20%
.74 to .9	15%
1.0	10%

D. Share the Savings. Employees who waive medical and/or dental coverage offered by the Employer and who submit a complete Share the Savings Certification Form annually will be

eligible for a \$250 stipend per month for opting out of the medical plan, and a \$20 stipend for opting out of the Dental Plan. Employees must meet the plan eligibility requirements to receive the STS benefit. Married couples and domestic partners who both work for AHMG and/or AHS are not eligible for share the savings if they are enrolled in the medical or dental plan as an employee or dependent. Married couples are also not eligible for double mental, dental, or vision coverage.

E. Clinician Mental Health Benefit. In order to support ongoing access to one on one mental wellness support services, employees are eligible for up to twelve (12) confidential therapy or counseling sessions each calendar year, from a panel of vetted providers. The Employer will pay the full cost of these sessions from the panel of vetted providers.

Employees who are already in the care of a mental health provider may submit a request to have that provider approved for the benefit by the Employer. Employees must submit a letter from their provider attesting that the employee is in their care for mental wellness services and that the care is not being covered through the employee's health insurance. Upon approval, employees may submit receipts for reimbursement for up to \$160 per session for up to twelve (12) sessions, or up to \$1,920 annually. Employees are not eligible for such reimbursement if their health plan provides reimbursement or covers care with their provider of choice.

F. Fertility and Adoption Reimbursement Benefit

1. Reimbursement Amount. The Employer will provide reimbursement to eligible employees of up to \$20,000 per year, and \$40,000 in one's lifetime for fees associated with the cost of fertility assistance, associated services, and/or adoption related services. Employees with an FTE of 0.6 or above and who have been employed by the Employer for at least one year are eligible to receive reimbursement. The benefit covers services for a benefits-eligible employee's spouse or domestic partner.

2. Reimbursement Process. Reimbursement requests must be submitted within the same calendar year of the services rendered. Reimbursement will only be provided for costs not otherwise covered by the employee's health insurance.

G. 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 a dependent care Flexible Spending Account. (Eligible employees may only contribute a portion of their salary for such expenses; there are no Employer contributions for dependent care.) SAN employees are not eligible for this benefit.

H. Effect of Mandated Fringe Benefits

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

I. Vision Benefits

The Employer will offer a voluntary Vision Service

J. SUNSETTING OF BENEFITS

- 1. Paid Parental Leave.** The paid parental leave benefit will sunset on December 31, 2024. No further benefits will be paid following that date. Effective January 1, 2025, lump sum payments not to exceed \$1.6 million shall be distributed to physicians 0.6 FTE and above, prorated by FTE. No later than January 1, 2025, the parties will begin meeting to explore alternative paid leave options or programs, at a cost of \$1.6 million and make reasonable efforts to implement the program in calendar year 2026.

2. Fertility and Mental Health Benefits

- a. Fertility Benefits.** Effective January 1, 2024, the current fertility benefit will be discontinued, and fertility coverage will be added to the Kaiser High medical plan.
- b. Mental Health Benefits.** Following ratification, counseling services will be provided through the Claremont provider network.

ARTICLE XI - HOLIDAYS

A. Holidays Defined. The following is a list of recognized holidays:

January 1 - New Year's Day

Third Monday in January – Dr. Martin Luther King, Jr. Day

Third Monday in February – Presidents' Day

Last Monday in May – Memorial Day

Juneteenth

July 4 – Independence Day

First Monday in September – Labor Day

November 11 – Veterans' Day

Fourth Thursday in November – Thanksgiving

Fourth Friday in November – Day After Thanksgiving

December 25 – Christmas

All other days appointed by the President of the United States or Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by a majority of the voting members of the Board of Trustees.

Holiday work shall be scheduled in accordance with each Department or Division's scheduling policies.

B. Holiday Compensation. Holidays worked by employees shall be compensated at straight time. In addition to pay for hours worked on the holiday, all employees, other than DTO-based employees, shall be compensated at straight time for an additional 8 hours pro-rated by FTE for a holiday.

All non-SAN employees will receive holiday compensation. Holiday compensation for shift-based employees is built into their annual hours requirement.

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C. Holidays Observed on Work Days. In the event that January 1; June 19; July 4; November 11, known as "Veterans Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this paragraph shall fall on a Sunday, said holiday shall be observed on the following Monday.

ARTICLE X – MALPRACTICE INSURANCE

The Employer will provide professional liability coverage for employees acting within the course and scope of employment with the Employer, in accordance with California Government Code Sections 825, 995 and related sections. Coverage shall be for no less than \$1 million per claim and no less than \$3 million annually and shall include extended reporting (“tail”) coverage. If there are any substantive changes to the existing coverage, the employer shall provide notice to the Union and provide an opportunity to meet and confer.

ARTICLE XI – SUBCONTRACTING

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

B. Current Practice. Consistent with current practice, AHS/AHMG-reserve the right to meet immediate day-to-day operational needs by contracting for services, for example, through locums tenens, temporary services, and similar temporary help agencies.

C. CA Health and Safety Code. AHS will abide by California Health and Safety Code, Section 101850, in the event it chooses to enter into a contract to replace services being provided by physicians and surgeons who are employed by AHS and in the recognized collective bargaining unit.

D. Notice. The employer shall provide the Union with notice and an opportunity to meet and confer in the event it wishes to subcontract any services that have not previously been subcontracted.

ARTICLE XII– PROFESSIONAL REIMBURSEMENT

In accordance with the provisions set forth in this Article, eligible employees shall be reimbursed for qualifying professional expenditures of up to \$10,000 per two calendar years.

A. Eligibility. Only regular status physicians (0.6 FTE or higher) will be eligible for expense reimbursement. Regular status physicians working less than 1.0 FTE shall have their annual expenditures limits prorated based on their FTE and start date.

B. Reimbursable Expenses. Necessary and ordinary work-related expenses are eligible for reimbursement, as defined in the table below.

Necessary and ordinary work-related expenses may include tools and equipment required to perform the employee's job and use of an employee's personal cell phone for employment purposes. Employees whose job requires work from home may request reimbursement for expenses incurred such as office supplies, internet access, and required equipment costs, as authorized by the Employer. For example, if an employee's work requires use of a cell phone or home internet, the Employer will reimburse for a reasonable percentage of the total cost of an employee's monthly bill, to cover the employee's reasonable and necessary business use, upon proof of payment by the employee of the service provider's statement.

Each expense submitted for reimbursement must have a business purpose and must be incurred while in the service of the Employer. Documentation and substantiation of an expense must be in sufficient detail to satisfy IRS rules which require the Employer to identify the nature of each expense and to conclude the reimbursement is an appropriate business expense. Expenses cannot be considered "extravagant" as defined by the IRS.

C. Permitted Expenses. (See Table) Examples of reimbursable expenses include but are not limited to costs associated with continuing medical education, such as medical books, subscriptions to medical journals, and registration fees and travel, lodging, and transportation fees for medical conferences; secondary association/society dues; appointment and reappointment fees for privileging; California Medical License and DEA license fees; professional development expenses such as coursework, software, hardware, workshops, and certifications that provide skills adjacent to patient care such as public speaking, coaching, communications, writing, and/or integrative medicine; and business expenses such as lab coats, computer and other equipment purchases, software, cell phone charges, and internet charges. The Employer will reimburse devices no more than once every two years, and will reimburse a maximum of \$100 per month for cell phone and internet charges combined.

D. Non-Permitted Expenses: See Table. Expenses that are not reimbursable include but are not limited to alcoholic beverages at conferences; personal life and disability insurance premiums; subscriptions to non-medical journals and publications; parking tickets and fines; personal entertainment; laundry services; travel or meal costs for spouses/partners; spa services; wellness retreats; gym memberships; meditation workshops; voluntary donations to medical associations or organizations; membership in non-medical associations; or charitable or political contributions.

The Employer reserves the discretion to determine whether a claimed expense is reimbursable, subject to the foregoing guidelines.

Category	Examples and limits	Limits and expenses not permitted
CME and Society Dues	Costs associated with Continuing Medical Education. Medical books, subscriptions for medical journals and publications; registration fees for medical conferences; travel, lodging, meals, taxi costs at medical conferences, and secondary association dues.	Not permitted: Alcoholic beverages at conferences. Personal life and disability insurance policy premiums, subscriptions to non-medical journals and publications. Spouse/significant other/family travel costs, pay per view movies in a hotel room. Parking tickets and fines, personal entertainment, laundry services. Charitable or political contributions.
Professional Development	Coursework, software, hardware, workshops, and certifications that provide adjacent skills to clinical care. E.g. leadership, public speaking, coaching, communications, writing, integrative medicine courses.	Not permitted: Spa services, wellness retreats, gym memberships, meditation workshops.
Business Expenses	Computer and other equipment purchases, software, cell phone charges, and internet charges. Lab coats and scrubs.	Limits: Devices every 2 years. Max \$100/mo cell phone/internet charges combined. Not permitted: Contributions/donations to associations or organizations, membership in non-medical associations, charitable or political contributions.

E. Reimbursement Process. Employees who incur work-related expenses are required to submit those expenses for reimbursement as follows:

1. Employees must complete the appropriate company form, along with appropriate supporting documentation such as original and itemized receipts, for all work-related expenses. All documentation submitted must identify a justification for the expense incurred.

2. Employees are expected to submit reimbursement requests for approval as soon as practicable, no later than 30 days after the expense is incurred.

3. Upon submission of required documentation, the Employer will review the request for reimbursement and either approve the request in full, approve the request in part with an explanation for the partial approval, or deny the request entirely with an explanation for the denial. Employees who believe that the amount they have been reimbursed does not represent a complete reimbursement should immediately contact AHMG human resources.

ARTICLE XIII – SAFETY

A. Responsibilities and Functions. It is the responsibility of AHMG and AHS to maintain a safe working environment. AHS will conduct and maintain facilities (owned or leased) in accordance with standards established by the State Division of Occupational Safety and Health and in compliance with Occupational Safety and Health Act and other applicable safety and health regulations. Bargaining unit members have a right to safe working conditions and shall not be retaliated against for identifying and/or expressing concern about any safety-related issue. While the parties acknowledge there are inherent risks in work as a physician, no bargaining unit member may be required to perform any unnecessarily dangerous or hazardous task.

B. AHS Safety Committees. Bargaining unit members shall have representation on AHS or worksite safety committees that currently exist or are formed during the term of this MOU.

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

D. Cal/OSHA Log. The AHS Safety Officer will prepare and circulate one (1) copy of the AHS Cal/OSHA log to the Union on an annual basis. These reports will also be made available to the Safety Committee. The Union shall have the right to designate workplace Union Safety Representatives pursuant to Cal/OSHA laws.

E. Release Time. Bargaining unit members who have been formally designated as Union representatives pursuant to the above shall carry out their duties under this section on AHS paid time, provided, however, that the employee shall only be granted paid release time for meetings during those hours when the employee would have been regularly scheduled to work.

ARTICLE XIV - RETIREMENT

A. 403(b) Voluntary Retirement Saving Program . Employees who are scheduled to work at 0.5 or higher FTE shall be eligible to participate in a 403(b) voluntary retirement savings program. Employees scheduled to work at .6 FTE or higher shall be eligible for matching (on a 1:1 basis) Employer contributions up to the annual IRS contribution limit. The Employer shall not provide any matching contributions for catch up contributions made by employees age 50 and over. Employees who are scheduled to work less than 0.6 FTE shall not be eligible for any Employer matching contributions.

B. 457(b) Tax Deferred Voluntary Retirement Savings Plan. Employees who are scheduled to work at 0.5 or higher FTE shall be eligible to participate in a 457(b) tax deferred voluntary retirement savings plan. There shall be no matching contributions from the Employer to this plan.

ARTICLE XV - PAID TIME OFF

A. PTO Qualification

1. Full and part-time employees may use Paid Time Off (“PTO”) for intermittent sicknesses, vacation, personal reasons, leisure time, family needs, and holidays not observed by the Employer. Time off for holidays and Continuing Medical Education (“CME”) is not included in this PTO Policy.
2. Services-As-Needed (SAN), temporary employees, and shift-based employees are excluded from the provisions of this policy.

B. PTO Accrual

1. **PTO Year.** PTO accrual shall begin on the first (1st) day of employment. The year following an employee’s first day of employment will be hereinafter referred to as the “PTO Year.”
2. **Time Off.** Employees are entitled to accrue PTO days determined by percentage of time worked (service) / Full-Time Employee Status reflected in the accrual table below.
3. **PTO Accrual.** Employees accrue PTO according to the following schedule for each fulltime biweekly pay period on paid status.

FTE	Days (Hours) Accrued Per PTO Year	Accrual Per Pay Period
0.6	15 (120)	4.62 hours
0.65	16.25 (130)	5.00 hours
0.7	17.5 (140)	5.39 hours
0.75	18.75 (150)	5.77 hours
0.8	20 (160)	6.15 hours
1	25 (200)	7.69 hours

4. Upon Separation from Employment. An employee who accrues PTO leave pursuant to this Article and leaves the Employer’s service for any reason shall be paid at the hourly rate for unused PTO accrued to the date of their separation.

5. PTO Cap. Employees will not be permitted to accrue Paid Time Off over the cap. Thus, employees shall have the primary responsibility to schedule and take sufficient PTO leave to avoid reaching the PTO cap specified below. The employer shall make every reasonable effort to accommodate PTO requests submitted by employees which state that the purpose of such requests is to avoid reaching the PTO accrual cap.

6. PTO Accrual Cap. An employee’s PTO Accrual Cap (maximum PTO leave balances) shall be no more than one and one half times the employee’s annual PTO accrual rates, which are as follows:

FTE	Days (Hours) Accrued Per PTO Year	Accrual Cap
0.6	15 (120)	180 hours
0.65	16.25 (130)	195 hours
0.7	17.5 (140)	210 hours
0.75	18.75 (150)	225 hours
0.8	20 (160)	240 hours
1	25 (200)	300 hours

7. Effect of Absence Without Pay on PTO Credit. No PTO shall be earned during periods of unpaid leave of absence.

C. Requests for and Approval of PTO. Employees shall receive approval from their supervising physician prior to taking PTO. The supervising physician will ordinarily be the Chair of the Department or the Chief of the employee's service. The Employer shall inform employees of the identity of their supervising physician at the commencement of their employment. Employees must submit requests for PTO in accordance with their Department or Division's scheduling policies. The Employer shall use its best efforts to grant time off at the time requested. Requests shall be submitted and approved pursuant to the processes in place in each department or service. Chairs and Chiefs are responsible for ensuring that their departments and services are adequately staffed.

1. Unpaid Time Off. If employees have no accrued PTO, then any additional time off will be unpaid. Employees must comply with the notice and approval procedures set forth in this Policy before taking any unpaid time off.

2. Unexcused PTO. Attendance infractions are subject to discipline for just cause, up to and including termination.

3. Disability/Workers' Compensation Integration: Employees who are absent due to a non-work-related illness or injury for eight (8) or more consecutive calendar days must

apply for state disability benefits. Employees who are absent due to a work-related illness or injury for three (3) or more consecutive days must apply for workers' compensation benefits. Accrued PTO can be used to supplement any payments received from disability or workers' compensation insurance. However, the combination of any such insurance payments and PTO pay cannot exceed the employee's normal weekly earnings.

4. Kin Care. Employees may take accrued PTO from work to care for family members who are sick, need medical care or need treatment for an existing health condition. A family member is defined as a biological, adopted, or foster child; stepchild; legal ward or a child to whom the employee stands in loco parentis; sibling; spouse or registered domestic partner; designated person; parent, biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; grandparent, grandchildren, or legal guardian.

5. Eligibility. Employees do not accrue PTO while on any unpaid leave of absence, or while on paid parental leave. Employees may not use more PTO than has been accrued. Accrued PTO does not expire and can be carried over from year to year up to the accrual cap. Any accrued but unused PTO will be paid out to the employee upon separation of employment.

D. Time Off for Shift-Based Employees (DTO). Physicians in Emergency Medicine, Pediatrics, and Hospital Medicine are assigned to shift-based schedules, and shall not accrue PTO. Employees on shift-based schedules are required to work a minimum number of shifts each year, depending on their FTE. Such employees do not work regular weekly or biweekly schedules. The annual minimum shift requirement shall be set to a reduced total number of hours relative to staff not on shift-based schedules, to allow for built-in time off throughout the year. Employees working shift-based schedules shall coordinate with their supervising physicians to schedule such time off within these parameters. Both clinical and administrative duties count towards the minimum number of shifts/hours. Requests for time off shall be made pursuant to the procedures outlined in Section 3, above. The shift requirements for the services subject to this section are as follows:

- 1. Emergency Medicine.** 1.0 FTE shall be considered 168 shifts per year for non-nocturnist physicians. Employees may elect to work 16 shifts per month in a 10.5-month period, or 14 shifts per month in a 12-month period. 1.0 FTE for a nocturnist physician shall be considered 147 shifts per year.
- 2. Pediatrics.** For Inpatient Pediatrics, 1.0 FTE shall be considered 1760 hours in a 12-month period, which shall be divided between 24-hour (or 12-hours by mutual agreement) nursery shifts and 4-hour rounder shifts. For Outpatient Pediatrics, 1.0 FTE shall be considered 1840 hours in a 12-month period.
- 3. Hospital Medicine (Highland).** For Hospital Medicine at Highland, 1.0 FTE shall be considered 1860 hours per year for day and swing shift physicians and 1540 hours per year for night shift (nocturnist) physicians.

4. **Hospital Medicine (San Leandro).** For Hospital Medicine at SLH, 1.0 FTE shall be considered 2160 hours per year.
5. **Administrative Time.** Both clinical and administrative duties count towards the minimum number of shifts/hours.

**ARTICLE XVI – SENIORITY, CHANGES IN WORKING CONDITIONS,
EMPLOYMENT SECURITY, AND REDUCTION IN FORCE**

A. Meet and Confer The employer will provide notice and the opportunity to meet and confer over changes in working conditions consistent with the Meyers-Milias-Brown Act.

B. Seniority Defined. “Seniority” means the total length of unbroken service with AHMG commencing with the employee’s most recent date of hire in a regular full-time or regular part-time position represented by the SEIU. SAN employees shall have “seniority among themselves” based on hours worked.

Seniority is only intended to be used for the purposes of this article, in the event of a displacement caused by a reduction in force.

C. Break in Service. For the purposes of this article, a “break in service” shall be the following:

- A resignation;
- Retirement;
- A termination for cause;
- A displacement (lay-off) exceeding twenty-four (24) months;
- The employee has not performed any work or was not on paid status in the previous twelve (12) month period of time; or
- Accepting a position and working six (6) consecutive months in a classification at AHS that is not represented by SEIU.

D. Ties in Seniority.

In the case of a tie in seniority between two (2) or more employees, the date the employees submitted their applications will break the tie.

E. Displacement and Employment Security

The employer will provide employment security to bargaining unit employees by making every effort to avoid displacing employees (e.g., reduction in force, reduction in hours, elimination on a temporary, indefinite, or permanent basis, etc.) insofar as it is feasible.

F. Reduction in Force. In the event of a reduction in force, the employer will notify SEIU in writing no fewer than sixty (60) calendar days prior to the effective date of the reduction in force. This notice will include a justification for the reduction in force. The justification will include what alternatives to layoffs were contemplated and/or implemented in lieu of layoffs, a justification for the use of temporary, probationary or SAN employees as well as other pertinent information. The employer is committed to transparency, accountability, and full communications in compliance with its obligations under state and local laws.

The parties will meet and confer over the impact of the layoffs on employees for thirty (30) days. If, after the meet and confer process, employees will still be subject to reduction in force, those employees will receive a thirty (30) day notice of layoff. The subjects of these impact negotiations shall not include the policy decisions behind the layoffs.

The parties may mutually identify classifications where there are or may be job openings within AHMG and hold those openings for employees facing displacement. By mutual agreement, the parties may agree to extend the meet and confer process. The parties may also consider some or all of the following: Hiring freeze; identification of vacancies for employees facing displacement; reduction or elimination of use of overtime and registry in areas to be affected by a proposed reduction in force; Incentives for early retirement or severance packages; and, identification of other possible employment-related expense reduction opportunities.

G. Displacement.

1. Determination of Extent of Displacement. Whenever it becomes necessary to reduce the number of employees at AHMG, the President shall determine the classifications to be affected by the reduction, the number of positions to be reduced, the date the reduction is to take effect and shall request approval from the Board of Trustees of AHS. When specific positions within a classification require special skill, knowledge, or abilities, the President of AHMG, after meeting and conferring with the Union, may designate specialties within a classification and treat such approved specialty as a separate classification for the purpose of displacement and demotion in lieu of displacement.

2. Order of Displacement. Displacement within the affected classifications shall be based on inverse seniority as defined in this article. Before any regular full time or part time employee is displaced, first all temporary, then probationary employees will be displaced. In addition, the employer will cease using registry employees in the affected areas prior to any displacement. However, the order of displacement set forth in this

paragraph shall not apply if it would be contrary to the clinical and operational needs of the health system.

3. Regular Employees' Rights to SAN Positions. Unless it is contrary to the clinical and operational needs of the health system, a regular employee who is not able to secure a regular position as a result of the above process will be offered a SAN position in the affected classification. For twelve (12) months following the displacement, regular employees who have elected to accept SAN positions will be given preference for SAN shifts over existing SAN employees, up to their former status.

4. Notice. Prior to any displacement, employees will be given notice of 30 calendar days.

H. Meeting. The parties can meet at the request of one side or the other any time during the layoff process in order to discuss subjects related to the reduction; however, the timing of the delivery of the notice and the actual layoff are at the discretion of the employer.

I. Rehire and Recall. An employee who is rehired or recalled within twenty-four (24) months from the termination into a position in which they held tenure, in accordance with the layoff policy, shall return to the same salary step, and Paid Time Off accrual rate and shall have their original seniority date, adjusted for the period when not employed by the employer.

ARTICLE XVII – DISCIPLINE

The Employer shall have the right to discipline and discharge employees for just cause. The Employer agrees to the principles of progressive discipline, where appropriate, and to due process as set forth in this Article. It is the intent that disciplinary action be corrective in nature. The Employer shall use Just Culture principles in the disciplinary process.

The processes and procedures in this Article apply to discipline initiated by AHMG. Actions and proceedings involving the Medical Executive Committee (MEC) and/or the Quality Review Committee (QRC) shall be conducted in adherence to the Medical Staff Bylaws, and are outside the scope of this Article. The removal of Chairs shall likewise be undertaken in accordance with the Medical Staff Bylaws.

A. DISCIPLINARY STEPS

The following are the progressive disciplinary steps; they will be followed where appropriate. The employee may have union representation at each of these steps. The step in the process is determined by factors including but not limited to severity of the offense, impact on patients, other employees and/or operations, date of the last discipline, and other mitigating or aggravating

factors. It may be appropriate to bypass steps depending on these factors. In addition, it may be appropriate in certain circumstances to impose discipline short of termination following Step 3. Such actions would be subject to the grievance procedure. Department Chiefs and Chairs have the primary responsibility for performance management for the staff in their departments. Discipline of chairs shall be handled by the AHMG President in consultation with the CMO of AHS.

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Informal Coaching/Counseling by the Chair/Chief: Prior to initiating formal discipline, the Chair or Chief may engage in informal coaching and counseling when behavior or performance issues arise. These discussions may take the form of a “coffee chat.”

STEP 1. Coaching Plan. This is the lowest level of formal discipline and is non-punitive. At this step in the disciplinary process, the Chair or Chief will describe the impact of the issue, endeavor to understand whether the employee understands the scope of the issue, reiterate expectations and/or relevant policies, provide coaching, and memorialize the conversation as a coaching plan. The coaching plan shall be documented with a date, time, and location, as well as a description of the content of the conversation. The documentation shall be shared with the employee, and placed in the employee’s personnel file. The coaching plan is not appealable to the grievance procedure.

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STEP 2. Written Warning. A written warning shall describe the performance issue in as much detail as possible, note any prior related incidents, reiterate expectations and cite any formal policies that were violated, and set forth the potential future consequences if the conduct continues. The written warning shall be placed in the employee’s personnel file. Written warnings are appealable to the grievance procedure by filing a grievance at Step 2.

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STEP 3. Performance Improvement Plan (“PIP”). At this stage, the employee will be notified that their performance is deficient and requires immediate and sustained improvement. The PIP will last between 30 and 90 days. During that time, Chair or Chief shall meet with the employee on a biweekly basis to assess their progress and provide feedback. The employee will be warned that the failure to address the issue during the course of the PIP may result in termination. A PIP is appealable to the grievance procedure by filing a grievance at Step 2.

FINAL STEP -- TERMINATION. In the event the performance issue is not corrected after the prior steps or the determinative factors surrounding the performance issues warrant, the Chair or Chief may refer a matter to the AHMG President for higher level

action. If the AHMG President determines that termination is appropriate, the recommendation shall be submitted to the AHMG Board for final approval. Upon the Board's approval, the AHMG President shall issue the employee a Notice of Intent to Terminate.

A Notice of Intent to Terminate must be served on the employee in person or mailed. The notice should include:

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

B. SKELLY HEARING AND APPEAL. The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. The response must be received within fourteen (14) calendar days from the date of issuance of the notice of intent. If the employee elects an oral response, the parties shall promptly schedule a Skelly hearing.

The Union or the employee shall have fourteen (14) calendar days after receipt of the written Skelly decision in which to submit a written appeal of the discipline, if upheld. Any appeal shall be to the Grievance Procedure of this MOU, by filing a grievance at the Step 4 level.

C. WEINGARTEN RIGHTS. The Employer will perform an investigation of allegations as needed, including Weingarten interviews. The Employer shall permit employees to be represented during investigatory meetings consistent with the principles established by the United States Supreme Court in the matter Weingarten vs. NLRB, as modified by the courts and the NLRB.

If an employee is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the employee is provided such rights and no disciplinary action shall take place until after the meeting is held.

D. PERSONNEL FILES. The employer shall notify any employee prior to the placing of discipline in their personnel file.

ARTICLE XVIII – GRIEVANCE PROCEDURE

A. Purpose and Definitions. The purpose of the Grievance Procedure is to provide a just and equitable method for resolving disputes. If an employee or the Union has a grievance or complaint, it shall be taken up in the manner set forth in this paragraph. References to an AHS or AHMG manager or officer shall include their designee. A grievance is an allegation by an employee, group of employees or the Union that AHS/AHMG has violated written AHS/AHMG policies and procedures or interpretation or application of a provision of this MOU provided that the issue is within the scope of representation as defined in Government Code Section 3504. Grievances alleging violations of written policies and/or procedures may only be grieved up to Step 3 of the grievance procedure. No employee shall be subject to reprisal for using or participating in the grievance and arbitration procedure of this Agreement.

B. Excluded Matters. Matters excluded from consideration under the grievance procedure:

1. Coaching and counseling
2. Restrictions, revocation, or suspension of privileges of an employee as determined by the Medical Staff
3. Removal of an employee from a leadership position
4. Provisions of the Medical Staff Bylaws
5. Items not alleged to violate the terms of this Agreement, within the scope of representation and subject to the meet and confer process

C. Grievance Steps

STEP 1. Informal Meeting(s) with Supervisor. Before beginning the formal grievance procedure, an individual employee or group of employees may first attempt to resolve the matter informally with their supervisor. By mutual agreement of the employee(s) and supervisor, the resolution may require more than one meeting. If the matter is not resolved pursuant to these meeting(s), or if the supervisor/manager refuses to meet, a written grievance may be initiated at Step 2, as provided below. No grievance shall be processed unless the employee or Union has attempted to meet with and/or notified the supervisor/manager. If a Department Chair is the grieving party, the informal discussion shall be between the Chair and the AHMG President. This preliminary step shall not apply to Union Grievances.

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

- a. The section of the MOU or written policy or procedure violated;
- b. The detailed facts upon which it is based;
- c. The affected individuals known at the time of filing;
- d. The steps taken to secure resolution, if any; and

e. The remedy that is sought;

Within ten (10) calendar days of the written submission, there shall be a Step 2 meeting with the AHMG President, the supervisor, the Union, and the employee. The AHMG President and the Union shall attempt to mediate the issue between the employee and their supervisor. If the mediation is unsuccessful, the Union may escalate the issue to Step 3 within ten (10) calendar days.

STEP 3. Meeting with the AHMG President and Chief Medical Officer or their designees. Within fifteen (15) calendar days of the grievance being advanced from Step 2, the AHMG President and Chief Medical Officer (CMO) or their designees will schedule a meeting within the following fifteen (15) calendar days. The CMO and AHMG President may also consult with the AHMG Board, or the Chief Human Resources Officers on the grievance. After such consultations, the AHMG President, CMO or designee shall render a decision within ten (10) calendar days of the meeting. If the grievance is not resolved, the Union may advance to Step 4 within fifteen (15) calendar days of the Step 3 response.

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

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

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

F. Disciplinary Actions. Appeals of disciplinary actions are covered under Article XVII - Discipline. To the extent disciplinary actions are appealable to the grievance procedure and arbitration, this grievance procedure shall be the applicable one.

ARTICLE XIX– NO STRIKE, NO LOCKOUT

A. No Strike. During the term of this Agreement, SEIU, its members and representatives agree that it and they will not engage in, authorize, or sanction a strike, stoppage of work, or a withdrawal of services.

B. Sympathy Strike. In the event that a strike or picket line called by another union with a collective bargaining relationship with the Employer occurs due to a dispute between that Union and the Employer, SEIU recognizes its obligation to maintain essential services to the patients at all sites.

C. No Lockout. AHS will not lockout employees during the term of this Memorandum of Understanding.

ARTICLE XX – Term

A three (3) year contract, commencing on July 1, 2023 through June 30, 2026.

APPENDIX A - SALARY

	Base Salary			Hourly Rates			Hours
	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3	
Specialty-Base Compensation							
Anesthesiology - General	\$392,480	\$402,480	\$412,480	\$188.69	\$193.50	\$198.31	2,080
Anesthesiology - Trauma	\$411,840	\$421,840	\$431,840	\$198.00	\$202.81	\$207.62	2,080
Anesthesia - ICU/Pain Non-Trauma - General	\$403,040	\$413,040	\$423,040	\$193.77	\$198.58	\$203.38	2,080
Anesthesia - ICU/Pain Trauma - Trauma	\$422,400	\$432,400	\$442,400	\$203.08	\$207.88	\$212.69	2,080
Cardiology – Invasive – Interventional	\$649,560	\$659,560	\$669,560	\$312.29	\$317.10	\$321.90	2,080
Cardiology – Noninvasive	\$487,145	\$497,145	\$507,145	\$234.20	\$239.01	\$243.82	2,080
Cardiology -- Electrophysiology	\$672,351	\$682,351	\$692,351	\$323.25	\$328.05	\$332.86	2,080

Dermatology	\$420,081 \$432,684	\$430,081 \$442,684	\$440,081 \$452,684	\$201.96 \$208.02	\$206.77 \$212.82	\$211.58 \$217.63	2,080
Emergency Medicine	\$332,640	\$342,640	\$352,640	N/A	N/A	N/A	Shift based
Endocrinology/ Metabolism	\$265,689	\$275,689	\$285,689	\$127.74	\$132.54	\$137.35	2,080
Gastroenterology	\$448,781	\$458,781	\$468,781	\$215.76	\$220.57	\$225.38	2,080
Gastroenterology - Advanced Endoscopy	\$493,604	\$503,604	\$513,604	\$237.31	\$242.12	\$246.93	2,080
Geriatrics	\$281,000	\$291,000	\$301,000	\$135.10	\$139.90	\$144.71	2,080
Hematology/ Oncology	\$416,309	\$426,309	\$436,309	\$200.15	\$204.96	\$209.76	2,080
Hospice/ Palliative Care	\$255,000	\$265,000	\$275,000	\$122.60	\$127.40	\$132.21	2,080
Hospitalist – Internal Medicine	\$276,491	\$286,491	\$296,491	\$148.65	\$154.03	\$159.40	1,860
Hospitalist – Internal Medicine - SLH	\$324,900	\$334,900	\$344,900	\$150.42	\$155.05	\$159.68	2,160

Primary Care - Adult	\$277,738	\$287,738	\$297,738	\$133.53	\$138.34	\$143.14	2,080
Nephrology	\$305,156 \$347,015	\$315,156 \$357,015	\$325,156 \$367,015	\$146.71 \$166.83	\$151.52 \$171.64	\$156.33 \$176.45	2,080
Neurology - Inpatient	\$337,101 \$347,214	347101 \$357,214	357101 \$367,214	162.07 \$166.93	166.88 \$171.74	171.68 \$176.55	2,080
Neurology - Outpatient	\$300,601	\$310,601	\$320,601	\$144.52	\$149.33	\$154.14	2,080
OB/GYN – General	\$347,700	\$357,700	\$367,700	\$167.16	\$171.97	\$176.78	2,080
OB/GYN – Urogynecology	\$346,170	\$356,170	\$366,170	\$166.43	\$171.24	\$176.04	2,080
Ophthalmology	\$400,000	\$410,000	\$420,000	\$192.31	\$197.12	\$201.92	2,080
Orthopedic Surgery – General	\$500,000	\$510,000	\$520,000	\$240.38	\$245.19	\$250.00	2,080
Otorhinolaryngology	\$450,000	\$460,000	\$470,000	\$216.35	\$221.15	\$225.96	2,080
Pain Management (non-anesthesia)	\$433,803	\$443,803	\$453,803	\$208.56	\$213.37	\$218.17	2,080

Pathology – Anatomic & Clinical	\$336,438	\$346,438	\$356,438	\$161.75	\$166.56	\$171.36	2,080
Pediatrics – General	\$225,352	\$235,352	\$245,352	\$108.34	\$113.15	\$117.96	1,840
Pediatrics – Hospitalist	\$235,528	\$245,528	\$255,528	\$133.82	\$139.50	\$145.19	1,760
Pediatrics - Developmental Pediatrics	\$236,619	\$247,119	\$257,619	\$113.76	\$118.81	\$123.86	2,080
Physiatry (Physical Medicine & Rehabilitation)	\$339,000	\$349,000	\$359,000	\$162.98	\$167.79	\$172.60	2,080
Plastic Surgery	\$449,665	\$459,665	\$469,665	\$216.19	\$220.99	\$225.80	2,080
Podiatry – Surgery – Foot & Ankle	\$250,000	\$260,000	\$270,000	\$120.19	\$125.00	\$129.81	2,080
Primary Care	\$277,738	\$287,738	\$297,738	\$133.53	\$138.34	\$143.14	2,080
Pulmonary /Critical Care	\$378,324	\$388,324	\$398,324	\$181.89	\$186.69	\$191.50	2,080
Radiology – Diagnostic	\$508,616	\$518,616	\$528,616	\$244.53	\$249.33	\$254.14	2,080

Radiology – Interventional	\$578,896	\$588,896	\$598,896	\$278.32	\$283.12	\$287.93	2,080
Rheumatology	\$291,017	\$301,017	\$311,017	\$139.91	\$144.72	\$149.53	2,080
Urology	\$450,000	\$460,000	\$470,000	\$216.35	\$221.15	\$225.96	2,080

CHAIR COMPENSATION

Department	Proposed Base Salary
Pathology	\$453,000
Orthopedic Surgery	\$725,000
Radiology	\$616,000
Anesthesia	\$591,985
Ob/Gyn	\$517,000
Emergency Medicine	\$479,000
Medicine	\$565,000

APPENDIX B - CALL RATES

Specialty	Compensation Type	Hours	Description of Paycode	Rates
Anesthesiology			No Embedded Call	*Astericked rates are not subject to COLA
-	General In-House (7am-7pm)	1	Daytime in-house hours above FTE	\$234
-	Trauma (7am-7pm)	1	Daytime in-house hours above FTE or SAN	\$240
	Trauma Night (7pm-7am)	1	Nighttime in-house hours above FTE or SAN	\$266
	Trauma/Pain/ICU (7am-7pm)	1	In-house hours above FTE or SAN	\$246
	Backup	12	Home call for FTE/SAN per 12 hours; no stacking	\$500*

Cardiology - Interventional			Maintain embedded call - rates below are for excess	
Embedded Call: 91 Days	Weekday 12H Interventional call	12	12 hour (nighttime) weekday home call above embedded call FTE or SAN	\$1000*
	Weekend/Holiday 24H Interventional call	24	24 hour weekend or holiday home call above embedded call FTE or SAN	\$1570*
	Off hour Interventional rate	1	In-house hours above FTE or SAN	\$321.90
	Weekend Echo Read		Rate per Echo read on weekends	\$100*
Cardiology - Non- Invasive			Maintain embedded call - rates below are for excess	
Embedded Call: 91 Days	Weekday 12H Non-Invasive call	12	12 hour (nighttime) weekday home call above embedded call FTE or SAN	\$467*
	Weekend/Holiday 24H Non- Invasive call	24	24 hour weekend or holiday home call above embedded call FTE or SAN	\$730*
	Off hour Non-Invasive rate	1	In-house hours above FTE or SAN	\$243.82
	Weekend Echo Read		Rate per Echo read on weekends	\$100*
Cardiology - Electrophysiology	Off hour Electrophysiology rate	1	In-house hours above FTE or SAN	\$332.86
Dermatology			No embedded call	

	Call Back	1	In-house hours above FTE or SAN	\$217.63
Emergency Medicine			No embedded call	
HGH	SAN/Above FTE (Highland, weekday) effective until 9/1/24			\$1900
HGH	Effective 9/1/24 SAN/Above FTE (Highland, weekends, nights)			\$2000
SLH/AH	Effective 9/1/24 SAN/Above FTE (SLH/AH M-F day, 7a-12am)			\$2090
SLH/AH	Effective 9/1/24 SAN/Above FTE (SLH/AH 11pm-7am)			\$2600
SLH/AH	Effective 9/1/24 SAN/Above FTE (SLH/AH Sat-Sun 7am-12am) (9 hours)			\$2488
Shift Incentive (Side letter)	SAN/Above FTE (All sites, 7am-12am) Effective 4/1/24 to 8/31/24			\$500
Shift Incentive (Side letter)	SAN/Above FTE (All sites, 11pm-7am) Effective 4/1/24 to 8/31/24			\$750
Endocrinology			No embedded call	
	Above FTE/SAN hourly	1	In-house hours above FTE or SAN	\$137.75
Gastroenterology			No embedded call	
	Weekday	13	Home call weeknight for FTE/SAN for all sites	\$800*
	Weekend/Holiday	24	Home call weekend/holiday for FTE/SAN for all sites	\$1550*
	Hourly Call-Back	1	In-house hours above FTE or SAN	\$225.35
	Per Diem Day Gastro	8		\$1,950
Hematology/Oncology			Maintain embedded call - rates below are for excess	

Embedded Call: 75 days	On Call	24	Home call for FTE/SAN	\$400*
	Above FTE/SAN Hourly	1	In-house hours above FTE or SAN	\$209.76
ICU/Pulmonology			Embed call - see separate proposal	
Embedded Call: 21 nights	In-House (SLH)	12	In-house ICU shift at SLH above FTE	\$2,400
	In-House (HGH)	12	In-house ICU shift at HGH above FTE	\$2,400
	In-House (AH)	12	In-house ICU shift at AH above FTE	\$2,400
	SAN ICU Shift	12	In- house ICU shift	\$2,700
	Night (HGH, SLH, AH)	12	Home call for FTE/SAN	\$510*
	Weekend Jeopardy (HGH, SLH, AH)	24	Backup home call for FTE/SAN	\$250*
	Weekday Jeopardy (HGH, SLH, AH)	24	Backup home call for FTE/SAN	\$200*
	Call Back (1st hour, no max)	1	In-house night hours above FTE or SAN	\$200*
	ICU Backup	1	Backup home call for FTE/SAN	\$200*
	Pulm Consult	1	In-house hours above FTE or SAN	\$198.51
	ICU Weekend Day (SLH, AH)	12	In- house shift at AH and SLH on weekend days above FTE or SAN	\$2,700
Hospital Medicine			No embedded call	
Embedded Call:	Weekday Onsite	1	In-house weekday hours above FTE or SAN	\$160
1:13 coverage	Weeknight Onsite	1	In-house night hours above FTE or SAN	\$180

	Weekend Onsite	1	In-house weekend hours above FTE or SAN	\$180
	Backup	24	Jeopardy call for FTE/SAN	200*
Neurology			Maintain embedded call - rates below are for excess	
Embedded Call: 104 days	Night Inpatient (HGH)	14	Home call for FTE/SAN	400*
	Call-Back	1	In-house hours above FTE or SAN	\$182.50
OB/GYN			Maintain embedded call - rates below are for excess	
Embedded Call: 32 shifts per year	Backup --nights and weekend day	12	Home call shift covered above embdded call	\$600*
	Callback Day	1	In-house hours 7am-7pm above FTE or SAN	\$176.78
	Callback - Night	1	In-house nighttime hours 7pm-7am above FTE or SAN	\$196.78
	On Call Weekday	10	Started Feb 1st - temporary till schedule re structured	500*
Ophthalmology			Maintain embedded call - rates below are for excess	
	On Call	24	Home call for FTE/SAN	\$650*
	Above FTE/SAN Hourly	1	In-house hours above FTE or SAN	\$201.92
Orthopedics			No embedded call	

	HGH Weekday	24	Home call weekdays for FTE/SAN per site, includes in-house time	1500*
	HGH Weekend day	24	Home call weekend for FTE/SAN per site, includes in-house time	3000*
	Alameda Weekday	24	Home call weekdays for FTE/SAN per site, includes in-house time	750*
	Alameda Weekend Day	24	Home call weekend for FTE/SAN per site, includes in-house time	1500*
	SL Weekday	24	Home call weekdays for FTE/SAN per site, includes in-house time	750*
	SL Weekend Day	24	Home call weekend for FTE/SAN per site, includes in-house time	1500*
	On-Site Weekday Ortho SAN		On-Site Weekday Ortho SAN	2500*
Palliative Care			No embedded call	
	Above FTE/SAN Hourly	1	In-house hours above FTE or SAN	\$132.21
Pathology			Maintain embedded call - rates below are for excess	
Embedded Call: 1:7	Laboratory Night	12	Home call for FTE/SAN	\$350*

	Laboratory Weekend	24	Home call for FTE/SAN	\$350*
	Anatomic	24	Home call for FTE/SAN	\$350*
	Call Back	1	In-house hours above FTE or SAN	\$175
Plastic Surgery			Maintain embedded call - rates below are for excess	
	On Call	24	Home call for FTE/SAN	\$660*
	Above FTE/SAN Hourly		In-house hours above FTE or SAN	\$225.80
Pediatrics			Maintain embedded call - rates below are for excess	
Embedded Call: 1:6	Weeknight	15	Home call weeknight for FTE/SAN	\$200*
	Weekend	24	Home call weekend for FTE/SAN	300*
	Above FTE/SAN hourly	1	In-house hours above FTE or SAN	\$130
Primary Care			Maintain embedded call - rates below are for excess	
Embedded: 28 Days	Weekday	12	Home call weeknight for FTE/SAN	180*
	Weekend	24	Home call weekend for FTE/SAN	360*
	Above FTE/SAN hourly	1	In-house hours above FTE or SAN	\$150; \$151.86 effective first pay period following July 1,

				2024. Subject to COLAs thereafter.
Pain Medicine			No embedded call	
	Above FTE/SAN hourly	1	In-house hours above FTE or SAN	\$218.17
PM&R			Maintain embedded call - rates below are for excess	
Embedded Call 1:4	Above FTE/SAN hourly	1	In-house hours above FTE or SAN	\$172.60
Podiatry			Maintain embedded call - rates below are for excess	
Embedded: 91 days	Call	24	Home call for FTE/SAN	\$840*
	Above FTE/SAN hourly	1	In-house hours above FTE or SAN	\$129.81
Radiology - Diagnostic			Maintain embedded call - rates below are for excess	
Embedded Call: 1:10 (Weekday pager call)	Extra Shift & Weekday	9	In-house-above FTE or SAN	\$2,287
	Night (5pm-8am)	15	Home call weeknight above FTE/SAN, and home call weekend for FTE/SAN	\$500*
	Week Night and weekend night hourly on site call back rate	1		\$254

	Weekend Day/Holiday In-House (8am-5pm)	9	In-house hours above FTE or SAN, includes overnight home call	\$2,287
	Above FTE/SAN hourly	1	In-house hours above FTE or SAN	\$254
	Weekend Pager Call (5pm-8am)	15	pager call	\$500*
Radiology - Interventional			Establish call rotation -- Maintain embedded call - rates below are for excess	
Embedded Call: 1:6 (Weekday pager call)	Weekday Extra Shift (8a-5p)	9		\$2,591
	Week Night (5pm-8am)	15	Home call weeknight above FTE/SAN	\$625*
	Week Night hourly call back on site rate	1		\$287.93
	Weekend IR pager call	24	Pager call	\$1000*
	Weekend hourly call back on site rate	1		\$287.93
	Above FTE/SAN hourly	1	In-house hours above FTE or SAN	\$287.93
	NOTE: If an IR provides mixed coverage of diagnostic/interventional radiology, it shall be paid at the IR rates.			
Rheumatology			No embedded call	
	Above FTE/SAN hourly	1	In-house hours above FTE or SAN	\$149.53
Urology			No embedded call	
	On Call (Primary; HGH only)	24	Home call for FTE/SAN	1000*

	Above FTE/SAN hourly		In-house hours above FTE or SAN	\$225.96
Nephrology				
Embedded call 1:6	Weekend/Holiday	24	Home call for FTE/SAN	630*
	Weeknight	12	Home call for FTE/SAN	394*
	Above FTE/SAN hourly	1	In-house hours above FTE or SAN	\$176
Otorhinolaryngology				
Embedded call 1:6	Above FTE/SAN hourly	1	In-house hours above FTE or SAN	\$225.96
	On Call FTE weekday	12	Home call for FTE	600*
	On Call SAN	12	Home call for SAN	900*

Call/Excess Shifts

Anesthesia Excess Shift Rates:

- General in-house – \$234 per hour
- Trauma in-house (7 AM – 7 PM)--\$240 per hour
- Trauma in-house (7 PM –7 AM)--\$266 per hour
- Trauma/Pain/ICU (7 AM– 7 PM)-- \$246-per hour

An excess shift shall be defined as any shift where a physician works beyond their FTE clinical responsibility. The physician will only be paid at the above excess shift rates if the excess time scheduled is four hours or more.

Call is defined as work after 3pm weekdays and weekends/holidays. Physicians will first fulfill their FTE clinical responsibilities. For any additional call hours physicians can bill at excess shift rates.

Back up Call --\$500 per 12 hours (home call for FTE/SAN per site). This is concurrent call for SLH, ALH and HGH.

Hourly call-back on-site will be paid at the appropriate excess shift rate, as reflected above.

Orthopedic Surgery: The parties shall meet no later than July 1, 2024 to negotiate changes to the call pay structure for orthopedic surgery, that will include as a subject of bargaining ending the practice of stacking call, increasing call rates, and/or reorganizing the call structure.

Urology:

The Employer agrees to accept the status quo for the home call rate at Highland Hospital paid at \$1,000 per shift.

Gastroenterology:

Employer does not agree to continue the practice of paying activation rates. The Employer is proposing an hourly call back on-site rate to be paid at Tier 3 of GI. The employer shall raise the call rates for GI to:

- Week Night Call: \$800
- Weekend (24 Hours): \$1,550

Cardiology, Interventional & Invasive:

Employer accepts to the union's proposal to maintain the current practice of paying \$100 per echo read.

Emergency Medicine:

EMERGENCY DEPARTMENT SHIFT INCENTIVES

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The parties agree that effective April 1, 2024, regular status (0.6 FTE and above) Emergency Department (ED) physicians at all sites shall receive a shift incentive-for working open shifts above their baseline monthly commitments. The incentive pay will apply to any vacant Emergency Department shift, including unstaffed Advanced Practice Provider (APP) shifts, which are critical to providing adequate coverage for the Emergency Department. Shift incentives will be \$500 per daytime and evening shift and \$750 per night shift.

All regular FTE physicians as well as SAN physicians, at all sites, shall be eligible for this incentive pay.

This shift incentive shall expire on August 31st, 2024.

The \$1,500 sick call activation bonus shall be discontinued.

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System-wide Rates

Beginning September 1st, 2024 the Emergency Department excess shift pay shall be:

SAN/Above FTE (Highland, weekday): \$1,900 rate.

SAN/Above FTE (Highland, weekends, nights): \$2000

SAN/Above FTE (SLH/AH, M-F day, 7a-12am): \$2,090

SAN/Above FTE: (SLH/AH 11pm-7am) (8 hours): \$2,600

SAN/Above FTE (SLH/AH Sat-Sun 7am-12am) (9 hours): \$2488

The \$1,500 sick call activation bonus shall be discontinued.

For Alameda Health Medical Group

For SEIU Local 1021

Date:

Date:

