



**National Union of Healthcare  
Workers**

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**Collective Bargaining Agreement**

**with**

**Mission Neighborhood Health Center**

**July 1, 2016 – June 30, 2019**

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## **ARTICLE 1 – AGREEMENT**

This Agreement is between the Mission Neighborhood Health Center, hereinafter referred to as the "Employer" or the "Health Center" and National Union Healthcare Workers, hereinafter referred to as the "Union". This Agreement is the embodiment of the understanding between the parties for the term that it shall be effective; and as such it represents the results of collective bargaining negotiations.

Both parties recognize that it is to their mutual advantage and for the protection of the patient to have efficient and uninterrupted operation of the Health Center. Both parties also desire and encourage an employment atmosphere where employees, managers and supervisors will treat each other with dignity, respect, courtesy and trust. This Agreement is for the purpose of establishing a harmonious and constructive relationship between the parties so that such results will be possible.

The Union recognizes the right of the Administrator to manage the Health Center and to direct its working forces. This includes the right to hire, promote, reclassify, lay off, discharge, and transfer employees within the facility or to contract work out, subject only to the conditions herein set forth.

## **ARTICLE 2 – RECOGNITION AND EXCLUSION**

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for employees covered by this Agreement. This Agreement shall apply to Health Center employees working in the classifications listed in the Appendix and to any other classification which may be established within the scope of the duties now included within the present classifications. This Agreement shall not apply to physicians, Nurse Practitioners, Family Nurse Practitioners, Charge Nurses, Staff RNs, RN's on call, Registered Dieticians, Pharmacist-in-Charge, Pharmacists, optometrists, dentists, nor to guards and supervisors, any on call staff of these positions, as defined by the National Labor Relations Act.
- 2.2 Employment Training  
Any employee working in the Health Center as a trainee shall be exempt from the terms and conditions of this Agreement. Terms and conditions for the employment of trainees shall be contained in contracts with federal, state, local or voluntary agencies which sponsor training programs in the Center. Such trainees shall not be used to displace any current or laid off eligible employee.
- 2.3 The Union shall be notified in writing thirty (30) days before any bargaining unit work is sub contracted.
- 2.4 Any bargaining unit position which is eliminated and then reinstated shall be compensated at the rate of pay that it would have received had it not been eliminated with no substantive change in job description.

## **ARTICLE 3 – UNION MEMBERSHIP**

### **3.1 Union Membership Requirements**

All employees of the Employer who are subject to this Agreement shall be required, as a condition of employment, to become a member and maintain their membership in the Union in good standing during the life of this Agreement.

### **3.2 Notice to Employees/New Member Orientation**

At the time a new employee is hired who will be subject to this Agreement, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the exclusive collective bargaining agent for the employees covered by this Agreement. The Union shall maintain and provide the Employer with standard forms for this purpose.

Once a month the Employer shall supply the Union with a list of names, addresses, and classifications of work of new employees who are subject to this Agreement and a list of all employees who have been discharged during the preceding month.

At the time of any orientation given to new employees of the Clinic the Union will be provided with an opportunity to sign up new Union members and provide orientation to new employees. Union representatives as well as new employees will be paid for time spent in such orientation. Such time shall be limited to fifteen (15) minutes and shall not interfere with patient services or the operation of the Clinic.

### **3.3 Application for Membership**

Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or, if the employee objects to the payment of that agency fee, such employee shall as a condition of employment pay that portion of the agency fee that is related to the Union's representation costs.

### **3.4 Compliance**

Employees who are required hereunder to maintain membership or make payments described in number 3.3 above and fail to do so and employees who are required hereunder to join the Union and fail to do so shall, upon notice of such action in writing from the Union to the Employer, be replaced by a competent employee whenever such competent employee is available. The Employer shall be the sole judge of the competency of such employees.

### 3.5 Deduction of Union Membership Dues

Upon being presented with a voluntarily signed authorization card by an employee, the Employer agrees to deduct the Union dues, voluntary COPE contributions and initiation fees for that employee and remit same to the office of the Union by the last day of each month for that month. It is agreed that the Employer shall retain an amount equal to three percent (3%) of the dues and initiation fees so deducted in consideration of this service. The Union will hold harmless the Employer against any claim or obligation. The Union shall have no monetary claim against the Employer by reason of failure to perform this Article.

## **ARTICLE 4 – EQUAL EMPLOYMENT OPPORTUNITIES**

### 4.1 Discrimination

- (1) The Employer agrees not to discriminate against any employee because of membership in the Union or because of any lawful activities on behalf of the Union.
- (2) Neither the Employer nor the Union shall discriminate at any time for or against any employee because of the employee's race, color, creed, national origin, sex, sexual orientation, political affiliation, physical or mental disability, marital status, ancestry, medical condition (cancer or genetic characteristics) or age, AIDS, genetic information, veteran status, being a member of the military, pregnancy, religion or gender preference as required by law. An employee will not be discriminated against for filing a bonafide workers compensation claim.
  - (a) Every consideration will be given to providing opportunities to persons in low income brackets, minority groups, especially those living in low income target areas served by the Employer's medical health program.
  - (b) Although a high level of education may be important to performance in certain positions, formal educational qualifications shall not be made a major requirement for employment or advancement if a candidate has the seniority and the demonstrated ability to perform the duties of the position subject to all legal requirements for the performance of any particular job.

### 4.2 Equal Pay

There shall be no distinction between the wages paid to any persons for the performance of the same or substantially similar work in the same classification, provided length of service is equal.

### 4.3 Respect and Courtesy

All Employees will treat other employees, patients, and client with respect and courtesy.

## ARTICLE 5 – SENIORITY

### 5.1 Definition

All regular full time and part time employees shall accumulate seniority based on the length of service with the Employer. Casual and temporary employees shall accumulate seniority on the basis of hours worked. The Employer shall maintain separate seniority lists as follows:

- (1) Regular full-time employees
- (2) Regular part time employees
- (3) Casual and temporary employees

These seniority lists shall be provided to the Union representative, his designee, or concerned employees within five (5) working days upon submission of a written request. Seniority shall apply first to all regular full-time employees, then to regular part time employees, and then to casual and temporary employees.

### 5.2 Seniority is broken if:

- (1) An employee voluntarily quits;
- (2) An employee is discharged for cause;
- (3) An employee fails to report for work without prior notification to the Employer or fails to notify the Employer prior to the day they are expected to return to work after a vacation or leave of absence; or
- (4) An employee is laid off continuously from work for one (1) year as a result of lack of work within their capability to perform.

### 5.3 Reduction of Work Force

- (1) A reduction in force shall be defined as the elimination of a bargaining unit employee's position in a department, a reduction in headcount in a department, or a reduction from full-time to part-time or to per diem status. A reduction in hours of a full-time or part-time employee(s) which results in an employment status change to per diem or results in the loss of the health plan or paid time-off coverage is also deemed to be a reduction in force.
- (2) The Employer will exert every effort to avoid a reduction in force.
- (3) The Employer shall confer with the Union at least thirty (30) days in advance of an anticipated reduction in the work force. The principle of seniority in each classification and department shall govern, providing that skills, training and experience are adequate. If the Employer and the Union agree that there are alternative ways of implementing a reduction in work force other than layoffs, the alternative way shall be submitted to the regular employees in the affected department(s) for a secret ballot vote. If there is to be such a vote, the Union shall be provided an opportunity to be present and state its position to the employees in the affected departments and shall be present when the vote is taken. The Employer

shall implement the alternative accepted by a majority of the employees voting. If the Employer does not believe there are alternative ways of avoiding a reduction in the work force, no vote shall be taken.

- (4) Employees who are transferred or transfer as a result of a reduction of work force shall receive the rate of the job to which they are transferred at the progression rate based on their seniority in the Center.

If the transfer is not a result of layoff or reduction in work force (in accordance with Section 5.3) and, the rate to which they are transferred is less than their current rate, then their current rate will be red circled, i.e., continued at the current rate until such time as the employee's rate at the job in which they have been transferred is equal to or greater than the red circled rate. At that time, they will be eligible for advancement.

Any employee who has been laid off or whose status has been changed as a result of reduction in force for lack of work shall retain bidding rights up to sixty (60) days for the employee's former position with retention of seniority.

- (5) Any employee who has been laid off or whose status has been changed due to a reduction in force for lack of work shall retain bidding rights of the status and amount of seniority equal to that which the employee had prior to the layoff for sixty (60) days.
- (6) In recalling from layoff, the last employee who was laid off shall be the first employee recalled, provided skills, training and experience are adequate. All recalled employees shall be placed in the tenure step rate of pay which reflects the employee's previous length of service with the Center. Such employee shall continue to receive step increases, but only until such time as said employees reach the top of the salary range of the job classification to which they are recalled.
- (7) An employee who is displaced as the result of a reduction in force shall be permitted to utilize the employee's Center wide seniority to fill the position held by the least senior employee in a position which the displaced employee is qualified to fill. This right may only be exercised once during any layoff.

#### 5.4 Promotions and Transfers

- (1) In filling any vacancy, qualified employees shall be preferred over outside applicants. Between existing employees, Center-wide seniority shall govern, provided merit and ability are adequate.
- (2) Employees who are promoted or transferred shall undergo a ninety (90) day evaluation period in the new position. An employee who fails to perform satisfactorily shall be returned to the employee's former position without change in the employee's previous seniority or wage rate. Employees who are promoted shall be placed at the lowest tenure step of the new classification which would provide a wage increase for the transferred employee.
- (3) The Employer shall provide the Union and the employee making the request with one (1) copy of the Request for Promotion or Transfer. The Employer shall

maintain a file of such requests up to ninety (90) days and shall provide such names to supervisors in departments where vacancies occur.

- (4) All position vacancies shall be posted in locations readily visible and available to all employees for a period of not less than five (5) days. The Employer shall provide one (1) copy of all job postings to the Union at the time the job is posted.
- (5) The Employer may establish or abolish job classifications with thirty (30) days prior notice to the Union.

#### 5.5 Probationary Period

- (1) An employee shall be on probation during the employee's first ninety (90) days of employment and may be terminated for any reason at the discretion of the Employer during said probationary period.
- (2) The Employer may extend the probation period up to thirty (30) days, provided that the Employer shall so notify both the employee and the Union of such extension prior to the end of the employee's first ninety (90) days of employment.
- (3) Seniority shall commence on the most recent date of continuous employment as a full time employee or as an employee who works on a regular shift of twenty (20) or more hours per week.

## **ARTICLE 6 – CATEGORIES OF EMPLOYEES**

### 6.1 A regular employee:

- (1) May be either full time or part time;
- (2) Is one who works a predetermined schedule;
- (3) May become a regular employee either through original hire as a regular employee, or retention in service automatically at the expiration of ninety (90) calendar days of temporary employment, or through reclassification from casual status.

6.2 A regular full time employee is one who works a regular schedule of forty (40) hours per week.

6.3 A regular part time employee is one who works a regular schedule of not less than twenty (20) hours per week.

6.4 A casual/On-Call employee is one employed intermittently, as required by the Center. A casual/On-Call employee who is regularly assigned a work schedule of twenty (20) hours per week or more for more than thirteen (13) consecutive weeks, shall be reclassified as a regular full time or regular part time employee. Each department shall maintain and utilize a list of casual/On-Call employees for the purpose of providing relief for absent employees. The Employer retains the full and complete discretion to replace, or refuse to replace, an absent employee. The Employer may select any individual on the list to replace an absent employee, but shall not engage in favoritism in making the selection.



- 6.5 A temporary employee is one who is hired either part time or full time on a predetermined schedule to work for a limited period. Such temporary status shall not extend beyond ninety (90) calendar days, unless by mutual agreement between the Employer and the union except in the case of pregnancy disability leave. At the time the temporary employee accepts such a position he or she will be informed that the usual ninety (90) day provision will not apply. In the event that a temporary employee becomes a regular employee, the employee's qualifying date for purposes of seniority, eligibility for pay raise, vacation, and sick leave starts with the employee's date of continuous employment. A temporary employee shall not be laid off solely to prevent the employee's advancement to regular status when the employee's job continues in effect or for the sole purpose of keeping a regular job constantly staffed by temporary employees. This however, does not prevent a temporary employee from being discharged for cause or laid off for lack of work. This does not prevent an employee from being hired on a temporary basis for a period exceeding ninety (90) calendar days. However, said employees shall qualify for and receive all accrued benefits.
- 6.6 Notwithstanding any other provision of this Article 6. Categories of Employees, no part-time, casual or temporary employee shall be eligible for any fringe benefits contained herein until such employee shall have worked twenty (20) or more hours per week for a period of ninety (90) continuous days.

## **ARTICLE 7 – HOURS OF WORK**

- 7.1 The standard workweek shall consist of five (5) consecutive days, Monday through Saturday, eight (8) hours per workday and forty (40) hours per week.
- 7.2 All work in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one half (1 1/2) times the basic straight time hourly rate.
- 7.3 The Employer shall make every effort to guarantee each employee two (2) consecutive days off each week, unless mutually agreed upon by employee and supervisor.
- 7.4 One (1) lunch break of one (1) hour shall be provided for all employees at or near the midpoint of their workday; provided, however, that following mutual agreement between the Employer and the employee, the employee may opt for a shortened lunch break.
- 7.5 One (1) rest period of fifteen (15) minutes shall be provided for all employees during each continuous four (4) hours of work.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.1 Step 1**

Every attempt will be made to resolve grievances and complaints informally. A grievance shall be defined as an alleged violation of this Agreement or any dispute concerning the

interpretation or application of this Agreement. A grievance may be filed by either party if either party believes that this Agreement has been violated. The Union may file a grievance if it believes that disciplinary action was unjustified. To this end a grievance or complaint may be first taken up with the immediate supervisor. It is understood that the employee may be assisted by the employee's Union representative and/or Union Steward.

## 8.2 Step 2

If the grievance or complaint is not settled at the first step, it shall be submitted in writing by the Union to the Center Director or the Director's designated representative within seven (7) days if it involves a termination, or within fifteen (15) days if it involves other alleged violations of this Agreement, after the occurrence which gave rise to the grievance or complaint or of when the employee should have reasonably been aware of the occurrence. The authorized representative of the Union shall then confer with the Director, or the Director's designated representative, and attempt to settle the matter. If the grievance or complaint is not settled within seven (7) days of presentation at this step, the matter may then proceed to an Adjustment Board.

## 8.3 Step 3

The Adjustment Board shall consist of four (4) panel members, two (2) selected by the Union and two (2) selected by the Employer. The Adjustment Board shall convene the hearing at a place, date and time mutually agreeable to the parties within fourteen (14) calendar days after the grievance submission is received. The parties shall mutually agree to the date and time of adjournment of the Adjustment Board. The Adjustment Board may render an immediate written decision prior to adjournment or a written decision no later than ten (10) days following adjournment of the hearing. Both parties shall receive a copy of the Board's written decision. A majority decision by the Adjustment Board shall be final and binding on all parties.

In the case of a deadlocked decision by the Adjustment Board, either party may submit the grievance to arbitration as provided in paragraph four (4) below.

## 8.4 Step 4

The grievance shall be submitted to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Employer. If the arbitrator so selected is not available for a hearing (at a time acceptable to the Employer and the Union) within ninety (90) days of the date of the Adjustment Board hearing, an alternative arbitrator who is so available shall be agreed upon.

The fees and expenses of the arbitrator and of a court reporter, if needed, shall be shared equally by the Union and the Employer. Each party, however, shall bear the cost of its presentation, transcript and post hearing brief, if any. Any decision made by an arbitrator appointed under this Article shall be final and binding on all parties.

The arbitrator shall have no power to amend or modify the Agreement or any written agreements supplementary to the Agreement or to establish any new terms or conditions of the Agreement.

The award of the arbitrator shall be final and binding on all concerned. Either party may request an Expedited Arbitration through the American Arbitration Association provided that the Expedited Arbitration will occur only upon mutual agreement by the parties prior to the selection of the arbitrator.

The time limits specified in this Article may be extended or waived by mutual agreement in writing by the Employer and the Union.

## **ARTICLE 9 – NO WORK STOPPAGE OR LOCKOUT**

The Union agrees that there shall be no work stoppages or interruption of work during the life of this Agreement. The Employer agrees that there shall be no lockouts during the life of this Agreement.

## **ARTICLE 10 – BUSINESS REPRESENTATIVES AND SHOP STEWARDS**

A duly authorized representative of the Union shall be permitted to enter the Health Center at reasonable times for the purpose of posting and distributing literature, observing whether this Agreement is being followed, and/or to check upon complaints of employees. The Union representative must advise the Director of the Health Center or the Director's designees of the representative's presence at the Health Center upon entering the Health Center. It is understood that this privilege shall be exercised reasonably. The authorized representative may at no time enter patient-only areas, including exam rooms.

Upon request of the Union the Employer will provide, at its administrative offices, a copy of the monthly "Board of Directors Financial Reports," including the monthly revenue and expense report.

Within thirty (30) days after the parties have both ratified this agreement, the Union shall deliver to the Employer's Human Resources Coordinator a written notice containing the name(s) of the employees authorized to represent the union in the capacity of steward in dealings with the employer, and the name, mailing address, phone and fax contact information for the NUHW Business Representative assigned to represent Health Center bargaining unit members. Thereafter, the union shall deliver such notice to the Human Resources Coordinator within ten (10) days after any changes in the identity or contact information for stewards or the Business Representative.

The Health Center shall allow four (4) employees designated by the Union as a Health Center Steward up to two (2) hours per month of paid release from duty to attend monthly steward council meetings, steward training or other Union sponsored meetings related to the steward's role as steward in the Health Center and conducted at the Health Center. Up to six (6) hours not

used in a prior month(s) in the same fiscal year may be carried over to subsequent months in the same fiscal year but, if not used, expire at the end of the fiscal year and are forfeited along with all other hours not used in the fiscal year. The steward shall complete a time off for union business request form and submit it to the steward's immediate supervisor and the Health Center's Human Resources Coordinator at least two weeks prior to the release date.

## **ARTICLE 11 – JOB DESCRIPTIONS**

Copies of job descriptions when formulated shall be made available to the employee governed by such job description and to the duly authorized representative of the Union upon request.

The Employer shall notify the employee and the Union of changes in job descriptions by Administration and the date such changes take effect.

The Employer shall notify the Union thirty (30) days prior to the abolishment of a job classification and, if requested, meet with the Union to discuss reasons.

## **ARTICLE 12 – DISCIPLINARY ACTION**

12.1 Disciplinary action shall only be applied for just cause and shall be subject to the Grievance Procedure.

Just cause for discharge shall include, but not be limited to, proven dishonesty, insubordination, drug or alcohol abuse, willful negligence or violation of the Employer's clinic rules, which must be conspicuously posted. The Union shall be provided a copy of the Employer's rules.

12.2 A copy of all disciplinary action forms shall be provided to the involved employee and to the Union Representative.

12.3 The Employer shall maintain only one (1) personnel file for each employee. This position shall not preclude the fiscal department from maintaining a file for each employee, the contents of which shall be restricted to material related to performance of the fiscal function, such as classification, pay and benefit data.

Upon request, any employee may review the Employer's personnel file related to that employee's employment record, provided such request is reasonable with respect to frequency, duration or timing. Such review shall occur in the Employer's personnel office, in the presence of the Employer's personnel officer or designated person. An employee desiring to review the employee's personnel file out of the presence of the Employer's personnel officer shall be provided a copy of the file upon payment to the personnel officer, the cost of reproduction, which shall be fixed at Five Cents (5¢) per page.

Warning notices shall be deemed no longer effective twelve (12) months after the date such notice was given to the employee, provided there is no repeat of the same infraction in the interim.

Union representatives shall be allowed access to appropriate materials in personnel files which are directly related to an alleged contract violation, after the employee's written consent is presented to the personnel officer.

## **ARTICLE 13 – LEAVES OF ABSENCE**

### **13.1 Requests**

Requests for leaves of absence without pay shall be submitted in writing and except in cases of emergencies such requests shall be made at least thirty (30) days prior to the starting date of the requested leave. Any grant or denial of a leave shall be in writing. Leaves of absence shall not be denied solely due to the season of the year.

### **13.2 Disability, Maternity and Family Medical Leave**

All regular employees who have been continuously employed for one (1) year shall be entitled to a physical disability or maternity leave of absence prescribed by their attending physician not to exceed six months. The leave of absence may be extended up to an additional six (6) months provided such an extension is prescribed by the attending physician. It may be extended only by agreement between the Employer and the employee. The Employer may require reasonable proof that the employee will be able to return to duty within the time for which the leave is requested.

Disability and maternity leaves which qualify under the provisions of the Family Medical Leave Act shall run concurrent with leaves provided under this provision. Employees are entitled to benefits provided by the Family Medical Leave Act in accordance with the Personnel Policy.

### **13.3 Jury Duty**

An employee called for jury duty shall receive the employee's normal straight time earnings and shall return Jury Duty compensation to payroll as soon as employee receives said pay. As a condition of being compensated for jury duty, the employee must notify the Employer the next working day following receipt of notice to report for jury duty. Also as a condition of receiving full pay while on jury duty, the employee must produce a verification from the Jury Commissioner that the employee has been called to serve for Jury duty. The Clinic will return to the employee any portion of the Jury fees, if any, that the Court specifically designates for transportation and parking. An employee will make every reasonable effort to inform the Court and Jury Commissioner of the employee's position with a health center institution. Any employee who has completed jury duty prior to 5:00 P.M. on a working day must contact the employee's supervisor to determine if the employee should return to work.

#### 13.4 Accrual of Rights

- (1) No accrued rights shall be forfeited during any leave of absence nor shall rights accrue during any such leave.
- (2) An employee on industrial disability leave shall have all medical insurance benefits paid during the time of the employee's leave up to a maximum of one (1) year. In the case of an industrial injury the employee will receive this benefit while the employee's eligibility for Workers' Compensation benefits is being officially determined, provided the employee is found to be eligible for such Workers' Compensation benefits.

#### 13.5 Return to Duty

When an employee returns to duty from a leave of absence the employee shall be reinstated in the same classification, shift, and station the employee held before taking the leave, provided two (2) weeks' notice is given to the Employer. An employee may return from a leave of absence prior to the designated termination of the leave only upon written authorization from the Employer.

#### 13.6 Americans With Disabilities Act

Both the Employer and the Union agree to observe the provisions of this Agreement in accordance with the Americans with Disabilities Act (ADA) for those employees covered by the Act.

### **ARTICLE 14 – VACATIONS**

14.1 All regular employees covered by this Agreement shall be provided with paid vacation in accordance with the following schedule:

- (1) Two (2) weeks after the first (1st) year of employment;
- (2) Three (3) weeks after the fifth (5th) year of employment;
- (3) Four (4) weeks after the eighth (8th) year of employment.

14.2 Vacation pay shall be equal to the pay which the employee would have received for the employee's regular straight time schedule for work. Upon request of the employee, vacation pay shall be paid to the employee on the payday immediately preceding the commencement of the employee's vacation. Vacation pay shall be paid at the salary rate in effect at the time the vacation is taken.

14.3 Whenever possible, the employee shall be given preference on the basis of seniority in choice of vacation periods. Vacation choice shall not be denied due to the season of the year. Employees shall make their request for vacation by March 1 of each year. The Employer shall post the schedule by April 1 of each year.

14.4 In accordance with State law, terminated employees shall receive prorated vacation pay.

14.5 Vacation pay may not be taken prior to completion of the employee's first (1st) six (6) months of employment. Thereafter, vacations shall be scheduled in each of the employee's subsequent anniversary years. Vacations should be scheduled five (5) months in advance according to the Vacation Planning system established within the department the employee is employed. If there is a conflict between the employee's time requested, seniority shall take precedence in the scheduling. Seniority shall be exercised once a year in regard to vacations (i.e., If an employee is entitled to five (5) weeks of vacation and the employee decides to take two (2) weeks in mid July the employee has exercised the employee's seniority privilege. The remaining three (3) weeks of vacation will be approved by the Supervisor in accordance with the vacation policy of the Health Center.)

Regarding holidays, seniority may be exercised once a year. Holiday time off shall be granted to employees based on supervisors' need to efficiently operate their departments. (For example, if a senior employee requests the day after Christmas as time off, the employee may not utilize the seniority privilege to request the day after New Year's Day. This request however, may be submitted for consideration by the Supervisor and Executive Director.) Department Heads shall submit vacation schedules to the Executive Director for final approval.

14.6 Accumulation Ceiling

Unused paid vacation accrual may be accumulated to no more than two hundred and forty (240) hours. If the employee reaches his or her accumulation ceiling, he or she will cease accruing vacation until the beginning of the pay period following that in which he or she has used vacation and fallen under the accumulation ceiling. The union and the Employer will work together to ensure that employees with over two hundred forty (240) hours will not be negatively affected by the provision.

14.7 Vacation Cash Out Option

At the employee's option, on a one-time per year basis, one (1) week of paid vacation may be obtained. However, the election to do so must be made in writing in the calendar year before the year in which the employee wishes to exercise the cash-out option. Such election must be submitted to the Human Resources Director between November 1 and December 15 in the year before the desired cash-out, on a form approved by the Human Resources Director.

## **ARTICLE 15 – BEREAVEMENT LEAVE**

When a death occurs in the immediate family of an employee, the employee shall be entitled to a leave of absence of three (3) days with pay for funerals in the State of California and five (5) days with pay for funerals outside the State of California or over 250 miles away. Immediate family is defined as the employee's spouse, domestic partner (certified), sister, brother, daughter, son, mother, father, mother in law, father in law, legal guardians, sons in law, daughters in law, and grandparents and the domestic partner's grandparents, parents or child.

The Employer may require proof of death of a member in the immediate family of the employee requesting funeral leave.

## **ARTICLE 16 – SICK LEAVE**

- 16.1 Each regular employee shall accumulate one (1) day of sick leave with pay for each month of employment.
- 16.2 A regular employee shall not be entitled to sick leave with pay until the employee has been employed for a period of ninety (90) days. However, such employees shall be credited with three (3) days of sick leave upon completion of ninety (90) days of service.
- 16.3 The Employer may require that a doctor's note be provided for an absence of three (3) or more consecutive working days in order to receive sick leave pay.
- 16.4 Accumulated sick leave may be taken as a supplement to disability payments to increase those payments to an amount equal, but not to exceed, the regular employee's normal wage. Accumulated sick leave may also be taken for those days on which an employee is on disability leave but for which no disability payments are made.
- 16.5 No employee may accumulate more than one hundred sixty (160) hours and sick leave time shall be confined to use for illness as per contract.
- 16.6 An employee may use up to six (6) accumulated sick leave days for illness of a child.

## **ARTICLE 17 – HOLIDAYS**

- 17.1 The following days shall be recognized as holidays:

New Years' Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve (1/2 day)
Memorial Day	Christmas Day
Independence Day	New Year's Eve (1/2 day)
Labor Day	Employee's Birthday
Veterans Day	Floating Holiday of Employee's Choice
- 17.2 All regular employees shall receive pay at the straight time hourly rate for the recognized holidays. The employee must be in paid status on his or her regularly scheduled work day before and after the recognized holiday to be eligible to receive holiday pay for the recognized holiday.
- 17.3 If a regular employee works on a holiday, the employee shall be additionally paid at their regular straight -time base pay for the holiday plus one and one-half (1½) times the employee's base hourly rate of pay for the time actually worked on the holiday. In addition, the employee shall be given another day off within one (1) year or shall be paid



another day's pay. The employee may elect to have the hours paid off in lieu of taking them off at any time before the one year period for use expires.

- 17.4 The employee may be required to provide reasonable justification for absence immediately prior to and/or following a paid holiday.
- 17.5 The employee must submit to his or her immediate supervisor the employee's written request to use his or her floating holidays. Such request will be deemed approved only after the supervisor provides written approval of the request date.

## **ARTICLE 18 – HEALTH PROGRAM**

- 18.1 The Center will contract with one or more carrier(s) to provide one or more group medical, dental and vision plans in which eligible regular full-time employees may enroll themselves and their eligible dependents. One medical plan will be Kaiser.

For employees eligible for Medicare, the Center will pay the cost of a Medicare Supplement.

The Employer will, through the establishment of an IRC 125 program, permit the payment of the insurance with pre-tax earnings.

In lieu of coverage under a health plan provided by the Center, an employee who provides proof of insurance through a non-Center source that meets the minimum requirements under the Affordable Care Act and offers benefits comparable to that offered by the Center through a spouse, domestic partner or other source, may opt-out of Center plans and will be paid an opt-out payment of one hundred twenty-five dollars (\$125.00) per month in lieu of Center plan coverage.

The Center will make opt-out payments directly to employee (subject to taxes and deductions) or into the employee's Center deferred compensation plan account, at the employee's option. The employee must complete the form provided by the Center to opt out and specify their choice of the form of payment and must provide satisfactory proof of the required alternative coverage before opt-out payments will be made. Re-enrollment in a plan provided by the Center will be subject to the requirements of the Center's health plan provider or Administrator.

Except as provided in the Articles describing the opt-out plan(s) the Center will contribute toward medical insurance on behalf of the regular full-time employee and his or her eligible dependents up to the below listed percentages premium amount charged by the existing Kaiser plan at the employee's level of enrollment (i.e., single party, two-party, or family, etc.) and annual projected straight-time earnings as of the date open enrollment commences:

<b>Projected Annual Wage</b>	<b>Center % of Premium</b>	<b>Employee % of Premium</b>
Less than \$50,000	97.5%	2.5%
\$50,000 to \$99,999	95.0%	5.0%
\$100,000 +	92.5%	7.5%

Employee's portion will be paid through payroll deduction. Subject to availability under applicable law and to the terms of that law, the Center will maintain an Internal Revenue Code Section 125 Plan or other such tax device whereby employee payments toward health insurance premiums for an employer sponsored plan can be made on a pre-tax basis.

## 18.2 Eligibility

All regular full-time employees and their eligible dependents will be eligible for joint coverage on the first day of the month following the month in which the employee first completes ninety (90) days of continuous service, unless a shorter waiting period is required by law. The Center will provide coverage for an employee's domestic partner if the employee presents certification of domestic partnership satisfactory to the Center. Unless required by the Affordable Care Act, if two Center employees are married or domestic partners of one another, they shall only have one enrollment entitlement and may not have duplicate coverage; only one may receive payment in lieu of enrollment.

If Kaiser decides on its own to increase the employee out of pocket cost for office visits, prescription drugs, hospital admission, or emergency room charges the Health Center will, upon written request, meet with the union to discuss the potential impact of such increases on employees and possible means of mitigating of such impacts. If the Health Center initiates discussions with Kaiser or other carriers about making a substantial change in Kaiser Health Plan benefits or providing an alternative plan and tentatively decides that such change is desirable, the Health Center will give the Union advance written notice of such intent. The Union shall have ten (10) days in which to demand bargaining over the matter by written notice to the Health Center's Human Resources Director. If no such request is made, the Health Center may proceed with the change. If the Union timely requests bargaining, the Health Center agrees that it shall promptly meet with the Union and bargain in good faith over the proposed change in benefit.

## **ARTICLE 19 – VISION PLAN**

Based upon verification of the plan provisions, the Union agrees to the Employer's change to the Kaiser Vision Plan which provides eye exams every twelve months and frames and lenses every twenty-four months.

For employees that are not Kaiser enrollees, the Employer agrees to provide the same vision coverage as that provided in the Kaiser plan.

## **ARTICLE 20 – GROUP LIFE INSURANCE**

The Employer shall provide each regular employee with a group life insurance plan which shall provide for two (2) times the employee's yearly salary to a maximum of Thirty Thousand Dollars (\$30,000.00), the premiums of which shall be paid in full by the Employer.

## **ARTICLE 21 – IRC CODE 125 PLAN**

Subject to the provisions of applicable law, the Center will continue to maintain the qualified Internal Revenue Code Section 125 Deferred Compensation Plan. Employees will pay any installation fee resulting from their participation.

## **ARTICLE 22 – EDUCATIONAL LEAVE**

22.1 Employees shall earn paid educational leave at the rate of forty (40) hours per year, accumulated to a maximum of eighty (80) hours. Paid educational leave may be taken in full days or hourly increments as time away from the job. Paid educational leave may be requested only for courses necessary to maintain licensure certification, or for courses which will directly benefit the employee's job related professional improvement. Approval of such requests shall not be unreasonable denied. If approved, educational, conference and training leaves shall be granted at straight compensatory time rates for courses taken on the weekends. Documentation of attendance must be provided.

### 22.2 Tuition Reimbursement

The Health Center will reimburse employees up to two hundred fifty dollars (\$250) per year for the cost of tuition/registration fees for education or training attended on the employee's own time or as part of their annual education leave allocation as provided by the Agreement. Such reimbursement shall be only for courses or programs related to the duties performed in or skills required in the employee's current position or a Health Center position for which the employee desires to acquire relevant knowledge and skills. However, the employee must complete the course with a grade of C or better (if grades are offered) or obtain the certification offered for successful completion of the course (if grades are not offered). The course or program must be approved in advance in writing as job related by the employee's supervisor. The maximum total expenditure by the Health Center for such reimbursement for the bargaining unit shall be three thousand seven hundred fifty dollars (\$3,750) per calendar year. The funds shall be allocated on a first come first served basis. The employee must submit his or her request for reimbursement to the supervisor along with proof of grade/certificate of successful completion within thirty (30) days after the completion of the course or program.

## **ARTICLE 23 – NO REDUCTION IN WAGES OR BENEFITS**

No employee shall suffer a reduction in wages or benefits as a result of the signing of this Agreement.

## ARTICLE 24 – RETIREMENT

The Employer and the Union agree to work on language regarding 401(k) provided to bargaining unit members. The Employer will contribute an amount equivalent to four percent (4%) of each regular employee's gross pay into a 401(k) Plan. While no employee contribution is required for participation in the plan, individual employees may contribute additional amounts at their discretion.

## ARTICLE 25 – MISCELLANEOUS

### 25.1 Uniforms

The parties agree to meet and collaborate to find an equitable solution for uniforms for employees and the Clinic.

### 25.2 Joint Labor Management Patient Care Committee

A minimum of three (3) union employees will participate in existing Patient Care Committees related to Patient Centered Medical Home implementation and status. In addition, the committee will, if asked, discuss topics advanced by the three union employees.

Subjects appropriate for Labor Management Committees shall include patient care concerns, workload issues, safety and health issues, and other matters not covered by the collective bargaining agreement.

### 25.3 Workforce Planning Committee

The parties acknowledge a common goal and intent to provide employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees, but recognize that there are circumstances when avoiding them cannot be achieved. The Health Center and the Union acknowledge a mutual intention to make use of attrition, business growth, aggressive job matching, retraining and/or other mutually agreed upon mechanisms to accomplish this goal. The parties agree that employees faced with displacement from their positions shall be given first consideration for reassignment or floating wherever possible in lieu of involuntary reduction. Furthermore, if an employee is unavoidably displaced, the Center will identify job opportunities in other departments, or at other clinic facilities. The Health Center will make every effort to avoid displacing employees. As a result, the parties will establish a Work Force Planning Committee.

The Committee shall consist of three (3) members of the bargaining unit and three (3) from management. The committee shall meet for no more than two hours and shall meet at such times that the possibility of work force reduction is anticipated. Employees shall be compensated at straight-time pay for attendance at Committee meetings.

The purpose of this Committee will be to develop procedures to meet the employment and income security commitments and to identify retention and recruitment issues facing the center. Such planning shall include such options as follows:

- (1) Identifying current and anticipated vacancies;
- (2) Projecting changes in the delivery of healthcare;
- (3) Identifying retraining opportunities for employees of MNHC;
- (4) Identifying creative retention programs such as one that contemplates the identification of transferable skills of employees to work in classification other than their own;
- (5) Identifying cross-training;
- (6) Identifying systems to support effective reassignment processes such as cross-training programs, employee lists by competencies;
- (7) Identifying new and creative recruitment sources;
- (8) Other opportunities to enhance recruitment, retention and retraining;
- (9) Impact on the workforce such as a result of business changes that would result in closures, consolidations, or shared service entities.

In the event either party requests the use of mediation to facilitate this process, the parties agree to utilize the Federal Mediation and Conciliation Service.

## **ARTICLE 26 – HEALTH AND SAFETY**

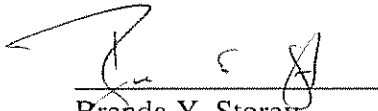
The Health Center, as primary care and preventative health care center is concerned about the health and safety of its employees. To that end, the Health Center shall provide each employee with a safe and healthy workplace free from recognized hazards. The Health Center shall comply with all applicable federal, state and local laws and regulations governing a safe work environment. No employee shall be required to perform work that is a violation of these laws and regulations.

The Health Center shall maintain an ongoing health and safety program.


## ARTICLE 27 – DURATION OF AGREEMENT

Except as otherwise expressly provided by this agreement for specific terms, the terms of this Agreement shall be effective on the date it is ratified by both parties hereto and shall remain in full force and effect through June 30, 2019 and shall be renewed from year to year thereafter unless either party serves upon the other ninety (90) days' prior written notice of a desire to modify this Agreement. During the time negotiations are under way covering proposed changes and amendments in this Agreement, this Agreement itself shall remain in full force and effect until a new Agreement is in effect or until an impasse is reached.

### MISSION NEIGHBORHOOD HEALTH CENTER

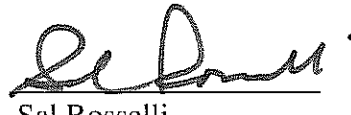
  
Brenda Y. Storey  
Executive Director

9/25/17  
Date

  
Amelia Martinez  
President  
MAHA Board of Directors

10/03/17  
Date

### NATIONAL UNION OF HEALTHCARE WORKERS

  
Sal Rosselli  
President

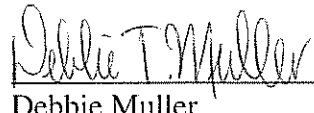
12/13/17  
Date

  
Ryan Olds

12/04/2017  
Date

  
Millie Cuevas

11/30/17  
Date

  
Debbie Muller

11/28/17  
Date

  
Icela Santos

11/9/17  
Date

## APPENDIX A – CLASSIFICATION AND WAGE RATES

Effective July 1, 2016 a two percent (2%) across the board wage increase will be applied to all employees and the wage scales as shown below.

<b>Effective July 1, 2016</b>					
<b>Description</b>	<b>Level</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Years</b>	<b>5 Years</b>
Family Health Worker	G	\$17.21	\$17.69	\$18.19	\$18.68
Family Planning Counselor	I	\$18.03	\$18.58	\$19.03	\$19.48
Health Ed Aide	L	\$21.43	\$21.87	\$22.39	\$22.93
Janitor	C	\$15.33	\$15.82	\$16.31	\$16.83
Lab Tech	P	\$25.94	\$26.37	\$26.89	\$27.39
Laboratory Aide	F	\$16.83	\$17.31	\$17.75	\$18.23
LVN	J	\$27.90	\$28.73	\$29.58	\$30.50
Med Records Clerk	B	\$15.08	\$15.56	\$15.97	\$16.50
Medical Assistant	C	\$17.46	\$18.00	\$18.53	\$19.08
Nurses Aide	C	\$17.46	\$18.00	\$18.53	\$19.08
Nutritionist	L	\$21.43	\$21.87	\$22.39	\$22.93
Patient Services Specialist	D	\$16.84	\$17.21	\$17.61	\$18.03
Pharmacy Helper	E	\$15.82	\$16.31	\$16.83	\$17.31
Pharmacy Tech	P	\$21.93	\$22.58	\$23.27	\$24.68
Purchasing Clerk	D	\$15.64	\$16.12	\$16.43	\$17.04
Third Party Billing Clerk	I	\$18.81	\$19.20	\$19.67	\$20.15
Third Party Billing Specialist	L	\$21.00	\$21.45	\$21.95	\$22.48
Utility Worker	M	\$22.93	\$23.37	\$23.84	\$24.32
X-Ray Aide	C	\$15.33	\$15.82	\$16.31	\$16.83

<b>Effective January 1, 2017</b>					
<b>Description</b>	<b>Level</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Years</b>	<b>5 Years</b>
Family Health Worker	G	\$17.38	\$17.86	\$18.37	\$18.86
Family Planning Counselor	I	\$18.21	\$18.77	\$19.22	\$19.68
Health Ed Aide	L	\$21.64	\$22.09	\$22.61	\$23.16
Janitor	C	\$15.48	\$15.98	\$16.47	\$17.00
Lab Tech	P	\$26.20	\$26.63	\$27.16	\$27.66
Laboratory Aide	F	\$17.00	\$17.48	\$17.93	\$18.41
LVN	J	\$28.18	\$29.02	\$29.88	\$30.80
Med Records Clerk	B	\$15.23	\$15.71	\$16.13	\$16.67
Medical Assistant	C	\$17.64	\$18.18	\$18.72	\$19.28
Nurses Aide	C	\$17.64	\$18.18	\$18.72	\$19.28
Nutritionist	L	\$21.64	\$22.09	\$22.61	\$23.16
Patient Services Specialist	D	\$17.01	\$17.38	\$17.78	\$18.21
Pharmacy Helper	E	\$15.98	\$16.47	\$17.00	\$17.48
Pharmacy Tech	P	\$22.15	\$22.81	\$23.50	\$24.93
Purchasing Clerk	D	\$15.79	\$16.28	\$16.60	\$17.21
Third Party Billing Clerk	I	\$19.00	\$19.39	\$19.86	\$20.35
Third Party Billing Specialist	L	\$21.21	\$21.67	\$22.17	\$22.71
Utility Worker	M	\$23.16	\$23.60	\$24.08	\$24.56
X-Ray Aide	C	\$15.48	\$15.98	\$16.47	\$17.00



<b>Effective July 1, 2017</b>					
<b>Description</b>	<b>Level</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Years</b>	<b>5 Years</b>
Family Health Worker	G	\$17.73	\$18.22	\$18.74	\$19.24
Family Planning Counselor	I	\$18.58	\$19.15	\$19.61	\$20.07
Health Ed Aide	L	\$22.08	\$22.53	\$23.07	\$23.62
Janitor	C	\$15.79	\$16.30	\$16.80	\$17.34
Lab Tech	P	\$26.72	\$27.16	\$27.70	\$28.21
Laboratory Aide	F	\$17.34	\$17.83	\$18.28	\$18.78
LVN	J	\$28.74	\$29.60	\$30.47	\$31.42
Med Records Clerk	B	\$15.53	\$16.02	\$16.46	\$17.00
Medical Assistant	C	\$17.99	\$18.55	\$19.09	\$19.66
Nurses Aide	C	\$17.99	\$18.55	\$19.09	\$19.66
Nutritionist	L	\$22.08	\$22.53	\$23.07	\$23.62
Patient Services Specialist	D	\$17.35	\$17.73	\$18.14	\$18.58
Pharmacy Helper	E	\$16.30	\$16.80	\$17.34	\$17.83
Pharmacy Tech	P	\$22.59	\$23.26	\$23.97	\$25.43
Purchasing Clerk	D	\$16.11	\$16.60	\$16.93	\$17.56
Third Party Billing Clerk	I	\$19.38	\$19.78	\$20.26	\$20.75
Third Party Billing Specialist	L	\$21.64	\$22.10	\$22.61	\$23.16
Utility Worker	M	\$23.62	\$24.07	\$24.56	\$25.05
X-Ray Aide	C	\$15.79	\$16.30	\$16.80	\$17.34

<b>Effective January 1, 2018</b>					
<b>Description</b>	<b>Level</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Years</b>	<b>5 Years</b>
Family Health Worker	G	\$17.90	\$18.40	\$18.92	\$19.43
Family Planning Counselor	I	\$18.76	\$19.34	\$19.80	\$20.27
Health Ed Aide	L	\$22.30	\$22.75	\$23.30	\$23.86
Janitor	C	\$15.95	\$16.46	\$16.97	\$17.51
Lab Tech	P	\$26.99	\$27.43	\$27.98	\$28.50
Laboratory Aide	F	\$17.51	\$18.01	\$18.47	\$18.97
LVN	J	\$29.03	\$29.90	\$30.78	\$31.73
Med Records Clerk	B	\$15.69	\$16.19	\$16.62	\$17.17
Medical Assistant	C	\$18.17	\$18.73	\$19.28	\$19.86
Nurses Aide	C	\$18.17	\$18.73	\$19.28	\$19.86
Nutritionist	L	\$22.30	\$22.75	\$23.30	\$23.86
Patient Services Specialist	D	\$17.52	\$17.90	\$18.32	\$18.76
Pharmacy Helper	E	\$16.46	\$16.97	\$17.51	\$18.01
Pharmacy Tech	P	\$22.82	\$23.50	\$24.21	\$25.68
Purchasing Clerk	D	\$16.27	\$16.77	\$17.10	\$17.73
Third Party Billing Clerk	I	\$19.57	\$19.97	\$20.46	\$20.96
Third Party Billing Specialist	L	\$21.85	\$22.32	\$22.84	\$23.39
Utility Worker	M	\$23.86	\$24.31	\$24.80	\$25.30
X-Ray Aide	C	\$15.95	\$16.46	\$16.97	\$17.51

<b>Effective July 1, 2018</b>					
<b>Description</b>	<b>Level</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Years</b>	<b>5 Years</b>
Family Health Worker	G	\$18.26	\$18.77	\$19.30	\$19.82
Family Planning Counselor	I	\$19.14	\$19.72	\$20.20	\$20.68
Health Ed Aide	L	\$22.74	\$23.21	\$23.76	\$24.34
Janitor	C	\$16.27	\$16.79	\$17.31	\$17.86
Lab Tech	P	\$27.53	\$27.98	\$28.54	\$29.07
Laboratory Aide	F	\$17.86	\$18.37	\$18.84	\$19.34
LVN	J	\$29.61	\$30.50	\$31.39	\$32.37
Med Records Clerk	B	\$16.00	\$16.51	\$16.95	\$17.52
Medical Assistant	C	\$18.53	\$19.11	\$19.67	\$20.25
Nurses Aide	C	\$18.53	\$19.11	\$19.67	\$20.25
Nutritionist	L	\$22.74	\$23.21	\$23.76	\$24.34
Patient Services Specialist	D	\$17.87	\$18.26	\$18.68	\$19.14
Pharmacy Helper	E	\$16.79	\$17.31	\$17.86	\$18.37
Pharmacy Tech	P	\$23.27	\$23.97	\$24.69	\$26.20
Purchasing Clerk	D	\$16.60	\$17.10	\$17.44	\$18.09
Third Party Billing Clerk	I	\$19.96	\$20.37	\$20.87	\$21.38
Third Party Billing Specialist	L	\$22.29	\$22.77	\$23.30	\$23.86
Utility Worker	M	\$24.34	\$24.80	\$25.30	\$25.81
X-Ray Aide	C	\$16.27	\$16.79	\$17.31	\$17.86

Notwithstanding the above provisions applying increases, if the non-represented group of employees at Mission Neighborhood Health Center receives a raise over the agreed upon amount above in 2016, 2017, and 2018, represented employees will receive the same raise.

All classification disputes shall be subject to the grievance procedure and arbitration.