

**SERVICE EMPLOYEES  
INTERNATIONAL UNION CTW-CLC  
LOCAL 521**

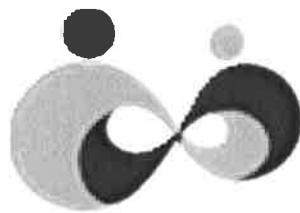


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**COLLECTIVE BARGAINING AGREEMENT**

**April 1, 2016 through March 31, 2019**

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**GOLDEN VALLEY  
HEALTH CENTERS**

**GOLDEN VALLEY HEALTH CENTERS**

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## **PREAMBLE**

This Agreement is by and between Golden Valley Health Centers (hereinafter "the Employer") and SEIU Local 521 (hereinafter "the Union") for certain employees in the recognized bargaining unit. This Agreement is for the purpose of establishing harmonious relationships between the parties. Except as herein clearly and explicitly limited, the right and authority of the Employer to manage its operations and affairs in all particulars shall be retained by the Employer as had been performed prior to the execution of this Agreement.

### **ARTICLE 1: Employee Recognition**

- A. The Employer recognizes the Union as the exclusive bargaining agent for all regular, full-time and regular part-time non-professional employees employed by the Employer, as set forth by the NLRB in certification #32-RC-4564, dated March 9, 1999, excluding managerial employees, confidential employees, substitute employees, guards, supervisors as defined in the Act, and further specifically excluding the following classifications: Bio-Medical Technician, Diabetes Educator, Women's Health Program Assistant, Computer Programmer, Provider Relations, Network Administrator, Administrative Assistant-Operations, Payroll Clerk and Administrative Assistant/Administration.
- B. The Employer recognizes the Union as the exclusive bargaining agent for all regular, full-time and regular part-time employees employed by the Employer, as set forth by the NLRB in certification #32-RC-142107, dated February 6, 2015, excluding independent contractors, managerial employees, substitute employees, confidential employees, guards, and supervisors as defined in the Act.
- C. Employees in the classification of Health Assistant III shall be in the bargaining unit, except for those employees who opted out of the unit pursuant to Article 1, section B of the 2000 – 2003 collective bargaining agreement.

### **ARTICLE 2: Non-Discrimination**

- A. There shall be no discrimination by the Employer or the Union against any employee or applicant for a position in a bargaining unit classification on account of membership in or activity on behalf of the Union.
- B. Neither the Employer nor the Union shall discriminate for or against any unit employee on account of sex, age over 40, race, color, pregnancy, national origin, physical or mental disability, medical condition, ancestry, marital status, sexual orientation, religion, gender identity/expression, genetic predisposition, military and veteran status, or any other basis prescribed by federal or state law.
- C. The Employer believes a strong commitment to equal employment opportunity is more than a legal and moral obligation. It is also a sound business practice to realize the potential of every

individual. In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications and abilities. Except where required or permitted by law, employment practices will not be influenced or affected by any applicant's or employee's sex, age over 40, race, color, pregnancy, national origin, physical or mental disability, medical condition, ancestry, marital status, sexual orientation, religion, gender identity/expression, genetic predisposition, military and veteran status, or any other consideration made unlawful by applicable federal, state or local laws.

D. This policy governs all aspects of employment, including selection, job assignment, compensation, counseling, discipline, termination, access to employee services, benefits and training. Employees who have questions or concerns about any type of unlawful discrimination in the workplace are strongly encouraged to provide a complaint or question, written or oral, to their own or any other supervisor or the Chief Executive Officer. Any complaint should be specific and should include the names of the persons involved and the names of any witnesses. Golden Valley Health Centers will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. Golden Valley Health Centers will not retaliate against an employee for filing a complaint and will not knowingly permit retaliation by management employees or coworkers.

E. In imposing any discipline against any bargaining unit member for violation of the Employer's non-discrimination policies and/or this Article, the procedures and requirements of Article 27: Discipline and Discharge, shall be followed.

### **ARTICLE 3: Union Membership**

A. **Membership and Fee Status:** Unit employees shall have the right to join the Union if they choose but shall be required, as a condition of employment, to become Union members or pay an Agency Fee or exercise a conscientious objector objection to paying financial support to a union and make a charitable contribution as provided in section G, below. Unit employees shall within thirty (30) days following commencement of employment be informed of their right to (1) apply for membership in the Union; (2) pay fees or dues to the Union; or (3) exercise a conscientious objector objection to paying financial support to a union and make a charitable contribution as provided in section G, below.

B. **Reinstatement:** Upon reinstatement of any unit employee, or upon return from an unpaid leave of absence or recall from layoff, the employee shall within thirty days make the same decision on whether to (1) apply for membership in the Union; (2) pay fees or dues to the Union; or (3) exercise a conscientious objector objection to paying financial support to a union and make a charitable contribution as provided in section G, below.

C. **Payroll Deduction:** Unit employees electing to become Union members or to pay agency fees shall pay any applicable dues or agency fee via payroll deduction. Employees shall execute a payroll deduction authorization form. The Employer will deduct each pay period Union membership dues or fees from the wages of those employees. Dues or fees will be deducted each pay period and remitted, along with a list of the names of those for whom the deductions

were made and a listing of all terminations and new hires, to the Union by the 15th of the month following the month for which the deductions were made. A payroll deduction authorization will remain in effect until an employee notifies the Employer, in writing, of the cancellation of such authorization or the resignation from union membership/agency fee payment.

D. Amount of Dues. Union dues shall be based on a percentage of employee wages. Employees may ask the Union for a current dues schedule.

E. Hold Harmless: The Union shall indemnify and hold the Employer harmless against any cost or liability resulting from any and all claims, demands, suits, or other action arising from the operation of any provision of this Article, or from the use of monies remitted to the Union, including the cost of defending against any such action or claims. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article, and agrees to refund to the Employer any amounts paid to the Union in error.

F. New Employee Notices: Upon employment, the Employer will inform all bargaining unit employees that the Union is the exclusive bargaining agent representing them. The Employer will give every employee a Union packet, furnished by the Union, which will contain a copy of the collective bargaining agreement, a Union membership/agency fee payment application and a cover letter from the Union which explains the Union Security provisions of this Agreement.

F. Provision of Information: Upon request, the Employer will furnish the Union with the names and addresses of all current unit employees once a year.

G. Conscientious Objector Exception: Employees who have a legitimate and conscientious objection to providing financial support to a Union shall not be required to join or financially support the Union as a condition of employment. Any such employee is required to pay sums equal to the Union's periodic dues and initiation fees to one of the non-labor, non-religious charitable funds listed below, via payroll deduction:

1. Golden Valley Health Centers
2. Boys and Girls Club

H. The Employer and the Union will continue to discuss in good faith the possibility of seeking a ruling from the Internal Revenue Service regarding voluntary payroll deductions for the union's COPE fund. The Union agrees to pay the full cost, including attorneys' fees, of seeking such a ruling. If the IRS issues a ruling indicating that such deductions do not jeopardize GVHC's non-profit status and otherwise are legal, the voluntary payroll deduction will be implemented as soon as practical thereafter. Such deductions will only be made if an employee provides GVHC a written authorization for such deductions from an employee's paychecks. SEIU Local 521 agrees to promptly reimburse GVHC for all reasonable costs for any COPE deductions. If such reimbursement is not received, the deductions shall cease.

## **ARTICLE 4: Union Business And Representation**

A. Union Access: The Employer will allow duly authorized Union representatives access to non-patient areas covered by this Agreement when such visits are necessitated by matters concerning the administration of this Agreement. Access will be granted upon condition that the duly authorized Union representative makes prior arrangements with the Human Resources Department at least two hours in advance and reports to the Health Center Manager or designee upon arrival. Access to the Employer's facilities, as provided under this Section, shall be limited to non-work and non-patient-care areas except that, if the representative is investigating a grievance that requires the examination of a working area of the facility, permission to enter the area will not be unreasonably withheld if requested at least twelve (12) hours in advance. In such cases, a management representative may accompany the Union representative at all times while in any working area of the facility, and there shall be no interference with patient care or the work of any employee, nor may the Union representative confer with any employee while the employee is on duty.

B. Stewards. The Union may designate up to fifteen (15) Stewards. The Employer has no obligation to recognize a steward unless the Union has notified the Employer in writing of such a steward. Upon the request of the Employer, the Union shall provide written confirmation to the Employer of the current stewards. Pursuant to GVHC policy prohibiting personal use of Company resources, Stewards shall not use Company resources (photocopy machines, interoffice mail, etc.) for union business not directly related to labor-management relations at GVHC.

C. Investigation and Processing of Grievances: Investigation of grievances by Employee Representatives outside of grievance meetings ordinarily shall be conducted during the non-working time of all involved employees; however, such investigations may be conducted during work time upon advance notice to, and agreement of, the supervisor(s) of the employees. If an employee requests representation during the presentation of a grievance or during an investigatory and/or disciplinary meeting, a steward will be released from duty with pay to provide such representation, but only with prior permission of the Steward's supervisor or the Director of Human Resources or designee. If an employee requests representation by a Steward and there is none immediately available on site, then the meeting may proceed with the Steward participating via telephone conference call, with the prior permission of the Steward's supervisor. In the case of an investigatory meeting which could lead to discipline, the provisions of Article 27 C. shall apply. Time spent by Stewards in meetings with the Employer for the purposes of processing grievances shall be paid time. Otherwise, the time spent by a Steward in fulfillment of obligations as a Steward shall not be considered as time worked and shall not be compensable by the Employer.

D. Bulletin Boards: The Employer shall furnish a Union bulletin board, or space on existing bulletin boards at each work location. Such bulletin boards shall be located in generally non-public areas frequented by employees covered by this Agreement, and shall be used for the posting of official Union materials and announcements as they pertain to Golden Valley bargaining unit members. Materials which are no longer relevant shall be removed in a timely fashion. Materials are to be posted and removed by official Union representatives, officers or Stewards only. However, the Union shall not post material that may foreseeably undermine

patient or family confidence in services provided by the Employer, and the Employer may remove such materials from Union bulletin boards. The Union assumes all responsibility for the material contained in its notices.

E. Meetings. The Union shall have access to rooms at the various work locations for meetings during non-working hours provided that such rooms are available and without cost to the Employer. Scheduling arrangements shall be made in advance with the Human Resources Department. Rooms used for Union meetings shall be left in a clean and orderly fashion after the meeting, and all furniture shall be returned to its original location in the room prior to the beginning of the meeting.

F. New Employee Orientation. A union job steward (as defined in Article 4.B of the collective bargaining agreement) may make an approximately fifteen (15) minute presentation relating to the terms of the existing collective bargaining agreement as a part of the new employee orientation process. Reasonable time will be allowed for questions and answers. GVHC will provide reasonable advance notice to the Union of the dates and times of new employee orientation sessions. The time spent by the union job steward and the new employee in this process will be considered paid work time.

G. Labor-Management Committee. The parties have established a Labor-Management Committee to discuss work-related items of mutual concern and to maintain communication between the employer, the employees and the Union.

1. The Committee shall meet on a quarterly basis. Each party may designate up to five (5) persons to attend each meeting.
2. Topics of discussion shall be submitted to the other party, in writing, five (5) business days prior to the meeting. The written description of the topic must include, at a minimum, the site location(s) involved, the employee classification(s) involved, and a general description of the issue(s) to be discussed.
3. If there are no issues that need to be discussed and both parties agree, the quarterly meeting will be cancelled by mutual agreement.
4. The meetings will be held on Company premises.
5. Bargaining unit members will be released from their duties to travel to and to attend meetings. Bargaining unit members will be paid for up to one (1) hour of meeting time per quarter, but shall not be paid for travel time. If possible and mutually agreed to, participants can participate in meetings by video or phone conference.
6. Additional ground rules for Committee meetings may be agreed to, in writing, by the Committee.

## **ARTICLE 5: Management Rights**

A. It is agreed that the Employer shall have and retain all the customary and usual rights, powers, functions, and authority to discharge its obligations. The rights, powers and authority that the Employer had prior to the execution of this Agreement are expressly retained by the Employer, except as modified by this Agreement or by any supplemental Agreement arrived at through the process of collective bargaining. The reserved rights of management shall not be subject to the grievance and arbitration provisions of this Agreement, nor shall the Employer be required to bargain regarding the exercise of any of the reserved rights of management during the term of this Agreement except as required by the Agreement's express terms.

B. It is understood and agreed that these management rights include, but are not limited to, the right to determine the numbers, qualifications and types of employees to be employed and to assign duties to such employees; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new and improved equipment, machinery, methods, processes or services; to contract out any processes, programs or operations or portions thereof to determine the number of hours per day or week operations shall be carried on; to determine the number, location and operation of facilities, departments, divisions, and all other units of the Employer; to allow volunteers or other non-unit members to provide limited services and functions otherwise covered by this Agreement; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the unit employees. Consistent with the foregoing, it is understood that unit employees within any classification may be cross-utilized to perform any and all tasks falling within that job classification without limitation. Furthermore, unit employees may also be cross-utilized to perform tasks falling in other classifications to meet the operational needs of the Employer, provided that such employees have the necessary skills, experience, qualifications and abilities to perform the tasks of such other classifications. Upon request, the Employer will meet with the Union to discuss issues/concerns related to cross-utilization of employees, including but not limited discussion of possible additional compensation to employees who are required to perform job duties in a higher classification for an extended period of time.

C. The parties further agree that, except as otherwise limited by this Agreement, the Employer shall retain the right to hire, evaluate, promote, layoff, discipline, discharge, set work schedules, make work assignments, and otherwise direct and control its operations consistent with its mission. In this regard, it is also agreed that the Employer may make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem appropriate for the purpose of maintaining order, safety and/or effective operation of its facilities, and after advanced notice to the Union and the employees, to require compliance with such reasonable rules and regulations by the unit employees. Upon request, the Employer will meet with the Union to discuss issues/concerns related to the new work rule.

D. In the event that the Employer decides to subcontract any service or program performed exclusively by employees covered by this Agreement, and if such contracting will result in a loss

of jobs by unit employees covered by this Agreement, the Employer shall upon request, meet with the Union to discuss issues/concerns related to any such subcontracting..

E. Any meetings mentioned in this article with the Union shall be considered paid time. The Chapter President or their designee shall be authorized to attend.

## **ARTICLE 6: Employment Categories**

A. Regular Full-Time: Regular full-time employees are those who are not in a temporary or introductory status and who are regularly scheduled to work a full-time schedule of a minimum of 40 hours a week. Generally, regular full time employees are eligible for Golden Valley Health Centers' fringe benefit package, subject to the terms, conditions, and limitations of each benefit program.

B. Regular Part-Time: Regular part-time employees are those who are regularly scheduled to work less than 40 hours per 7-day workweek. While they do receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance), they may not be eligible for some or all of the Employer's other benefit programs, subject to the actual terms, conditions and limitations of each benefit program's plan documents. Generally, regular part time employees who are regularly scheduled to work 30 or more hours per 7-day workweek but less than 40 hours per 7-day workweek shall receive fringe benefits prorated based upon the number of regularly scheduled hours per week as compared to 40. Regular part time employees regularly scheduled to work less than 30 hours per week are not eligible for Golden Valley Health Centers' fringe benefit package. Regular part-time employees accrue and may use sick leave as provided by California's Healthy Workplaces, Healthy Families Act (California Labor Code section 245-249).

C. Temporary: Temporary employees are defined as those who work on a temporary basis, either internal GVHC temporary employees or those who are provided by an external service. Temporary employees may be hired as substitutes for regular employees who are on vacation, medical leave, or leave of absence; to fill a temporary need during periods of increased work; or to fill positions of an anticipated short duration of less than nine (9) months. Employees in this category shall not be subject to the provisions of this Agreement. Employment beyond any initially stated period does not in any way imply a change in employment status. Part-time temporary employees may be assigned a work schedule in advance or may work on an as-needed basis. The Union may periodically request information from the Director of Human Resources regarding any specific temporary employee or group of temporary employees within a specific department, including the reason for their placement and the anticipated duration of the placement.

D. On Call: On call employees do not have a scheduled working time. On call employees are called upon to work only as needed. They are not eligible for fringe benefits, and do not earn benefit leave days.

E. Non-Exempt: Non-Exempt employees are eligible for overtime pay as provided by state and federal law.

F. Exempt: Exempt employees are not eligible for overtime pay as provided by state and federal law.

## **ARTICLE 7: Hours of Work, Overtime and Work Schedules**

A. Hours of Work: The standard work day for non-exempt employees shall consist of eight (8) hours, including two (2) paid fifteen (15) minute rest periods (or one twenty (20) minute rest period and one ten (10) minute rest period). Full-time non-exempt employees shall receive an unpaid lunch period of at least thirty (30) minutes. Non-exempt employees shall clock out at the start of the lunch period and shall clock back in at the end of the lunch period. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Supervisors will advise non-exempt employees of their individual work schedules. Upon request, the Union shall be entitled to a copy of the work schedule of a bargaining unit member. Prior to assigning non-exempt employees for weekend or evening work, supervisors will solicit first volunteers for such assignments. If necessary and to the extent possible to meet operational needs, seniority may also be considered. Upon request, the Employer will meet with the Union to discuss concerns relating to the assignment of mandatory overtime.

B. Standard Work Schedule For Non-Exempt Employees. Overtime: Employees working a standard work schedule of eight (8) hours per day are eligible for overtime compensation at the rate of time and one-half (1 – 1/2) of the employee's regular hourly rate for all hours worked in a day in excess of eight (8) hours, and time and one half (1 – ½) of the employee's regular hourly rate for all hours worked in excess of forty (40) hours in a week.

C. Individual Work Schedules For Non-Exempt Employees. The Employer may require, or an employee may request, an individual work schedule; including work days longer than the standard work day, which may also include individual starting and quitting times which are different from the standard work day. Where such a schedule is approved by the Employer, the employee shall receive a premium of ten cents (\$0.10) per hour worked in excess of eight (8) hours in a day, and time and one-half (1.5) for hours worked in excess of their regular work schedule (for example, after ten (10) hours in a day for an employee assigned to work four (4) days per week, ten (10) hours per day) Such schedules may be set forth in writing and may be subject to change when warranted by operational needs.

D. Assignment of Overtime For Non-Exempt Employees: The ability to work required overtime is a condition of employment. All overtime work must receive the supervisor's prior authorization. Unless overtime has been approved, overtime hours must not be worked. Unapproved overtime will be paid but employees may be subject to disciplinary action pursuant to Article 27, Discipline and Discharge. There are times when overtime is required in order to provide uninterrupted direct patient care, but where it may not be possible for the employee to obtain prior authorization to work overtime. In such cases, employees will use their best

judgment and only work the amount of overtime necessary, with the understanding that the overtime work will be paid but employees may be subject to discipline pursuant to Article 27, Discipline and Discharge, if the overtime is found to be unnecessary. In the case of assigning overtime, supervisors shall first seek volunteers from among the employees regularly assigned to do the work at the same work site/department. A supervisor does not need to seek volunteers in the case of emergency or where the supervisor determines that the individual(s) to be assigned the overtime work are the only person(s) qualified to perform the work. Overtime compensation is paid to all nonexempt employees in accordance with federal and state law. Overtime pay is based on actual hours worked. Paid or unpaid leaves of absence, or any other hours not actually worked, will not be considered hours worked for purposes of overtime calculations.

E. Employee work schedules cannot be changed by the employee without supervisory approval. Employee requests for work schedule changes shall be granted if, in the opinion of the supervisor, doing so would not unduly disrupt operations.

1. Request To Change Schedules To Return To School

- a. The Employer and the Union recognize that Bargaining Unit employees sometimes elect to return to school to pursue certifications and degrees in higher education related to potential career advancement within the Golden Valley Health Centers (GVHC) organization.
- b. Employees choosing to return to school sometimes request varying work schedules to accommodate college course attendance. The Employer will consider such requests on a case-by-case basis.
- c. In the circumstance wherein an employee is asking for a work schedule change to accommodate college course attendance, Human Resources will consider each request independently from any other request, and without precedent or prejudice to any other modified work schedule or leave granted, including those for educational purposes. Each request will be reviewed by the respective employee's supervisor for recommendation to Human Resources based upon operational considerations including, but not limited to, clinical demand, existent staffing and work schedules, as well as the performance of the employee.
- d. Whether the Employer rejects or approves the requesting employee's proposed work schedule and/or Employment Category Change Request (Full-Time to Part-Time), the decision process, any new schedule and/or change in employment status shall not be subject to the grievance procedure.
- e. The Employer and the Union agree that, when an employee's request for a change in work schedule is granted, although such changes are customarily considered temporary in nature, there is no guarantee that the employee will be restored to his/her previous employment category status, work schedule, or work location upon the conclusion of period of time in which the employee's work schedule is changed.

## **ARTICLE 8: Meal and Rest Periods**

- A. Depending on the length of the workday, non-exempt employees will be provided one paid rest period for each four hours of work or major portion thereof and one unpaid meal period at least thirty (30) minutes long. For employees without direct patient care duties, the paid rest period shall be 15 minutes. For employees who have scheduled appointments to see patients during the work day, the morning rest period will be twenty (20) minutes and the afternoon rest period will be ten (10) minutes. Supervisors and non-exempt employees shall work cooperatively together to ensure that non-exempt employees are taking their breaks regularly in accordance with this article. Non-exempt employees cannot work more than five (5) hours in a row without a meal break unless they will be working only six (6) hours total that day and they voluntarily choose not to take a meal break. The voluntary waiver of a meal period must be confirmed in writing, on the appropriate form, signed by the non-exempt employee. An employee may, at any time, revoke the written waiver of a meal period by providing written notice to the GVHC payroll department. If a non-exempt employee does not have a meal period waiver on file and will be working more than five (5) hours, he or she must take at least a full thirty (30) minute unpaid meal break beginning before the end of the fifth hour of work. Unused rest period time cannot be added to the meal break or accumulated for use later. Employees are expected to observe their assigned working hours and the time allowed for meal and rest periods. Non-exempt employees are not permitted to leave the premises during rest periods and should not take more than the time allotted (ten (10), fifteen (15) or twenty (20) minutes) for each rest period. Rest breaks should not be taken in work areas where they may interfere with or distract from the work of others.
- B. Supervisors will schedule meal and rest periods for non-exempt employees according to the facility's procedures to accommodate patients' needs or business requirements. To the extent possible, rest periods for non-exempt employees will be provided in the middle of work periods. Non-exempt employees ordinarily will not be required to perform job duties during meal and rest periods. On occasion, a non-exempt employee may be required to perform job duties during their meal or rest period, for example, in the event of a patient emergency requiring immediate treatment. If a non-exempt employee is not relieved of all duty for thirty (30) consecutive minutes during his/her regularly scheduled meal period, the meal period shall be counted as time worked and the non-exempt employee shall be paid one (1) additional hour of pay. Non-exempt employees are required to be at their workstations at the conclusion of allotted meal or rest periods.
- C. The Employer is responsible for staffing its facilities to allow for coverage during meal and rest breaks where needed. To ensure that departments are always staffed during meal periods, the Employer may require assigned or staggered meal periods. The taking of rest time or meal periods must not interfere with the orderly operation and productivity of the Center.
- D. The Employer will designate a break area for each worksite.

## **ARTICLE 9: Adjustable Staffing**

A. In order to manage workload fluctuations, to provide for unforeseen emergencies, and to adjust staffing based on the absence of providers, a Worksite Supervisor, Chief Operations Officer, Director of Operations or Director of Nursing may assign mandatory days off.

1. When assigning mandatory days off the following order will be used:
  - a. Volunteers
  - b. On Call employees
  - c. Temporary employees
  - d. Employees not ordinarily assigned to the work site as their primary work location, by seniority
  - e. Employees ordinarily assigned to the work site as their primary work location, by seniority
2. Employees who are assigned a mandatory day off and who are not temporarily dispatched as provided in section B, below, shall be paid for one-half of their shift and will have the option of taking the remaining balance of their shift as vacation or unpaid time.
3. Employees who report to work as scheduled and who are then assigned a mandatory day off and who are not temporarily dispatched as provided in section B, below shall be paid for all hours worked, plus one-half of their shift, with the total hours paid not to exceed the hours paid in their regular shift. The employee will have the option of taking the remaining balance of their shift as vacation or unpaid time.

B. In order to manage workload fluctuations, to provide for unforeseen emergencies, and to adjust staffing based on the absence of providers, a Worksite Supervisor, Chief Operations Officer, Director of Operations or Director of Nursing may temporarily dispatch an employee to work at a location/assignment other than the employee's primary work locations/assignments within forty (40) miles of the employee's primary work location/assignment. The employee may elect to travel further than the above forty (40) miles. The employee must be notified of the dispatch by the end of the employee's regular work shift on the work day prior to the dispatch. If less notice than this is provided, then the employee may refuse the assignment and either be required to report to their regular work location or may be assigned a mandatory day off (section A, above). The employee will be paid a bonus of twelve dollars (\$12.00) per day for each day on which the employee works in such a temporary assignment. If additional travel by the employee is required as a result of such an assignment, the employee's travel time from their primary work location to the other work location shall be paid time. If additional travel by the employee is required as a result of such an assignment, Employee mileage incurred in traveling from their primary work location to the other work location will be reimbursed pursuant to GVHC policy. This mileage reimbursement does not include reimbursement for the employee's normal commute distance. This section shall not apply if an employee is temporarily assigned to a different assignment at the same campus, for example, a temporary assignment of an employee from the Merced Suites to the Senior Health Center.

## **ARTICLE 10: Compensation**

- A. “Regular Hourly Rate” is defined as a non-exempt employee’s regular hourly rate of pay excluding all differentials and premiums.
- B. Employee rates of pay are identified in Appendix A, D and E to this Agreement.
- C. Nothing in this Agreement shall prohibit the Employer from raising an employee’s rate of pay above the scheduled maximum. Raising an employee’s rate of pay above the scheduled maximum shall not obligate the Employer to raise any other employee’s rate of pay and shall not be subject to the grievance and arbitration process.
- D. Employees receiving a rate of pay above the scheduled maximum on the effective date of this Agreement shall not have their compensation lowered as a result of this Article. The Employer shall not be required to raise such employees’ rate of pay during the term of this Agreement unless specifically required due to a promotion or as otherwise specifically required by application of this Agreement
- E. Where applicable, employees move across the steps of the salary schedule based on the merit pay provisions of the collective bargaining agreement.

## **ARTICLE 11: Salary Increases, Incentive Pay and Merit Pay**

- A. Bargaining Unit Members Identified In Appendix A and Appendix D.
  - 1. One-Time Payment. As a replacement for retroactive payment for the wage increase for the 2016-17 fiscal year, each full-time bargaining unit employee employed as of the date of the final ratification of this Agreement by the Board of Directors in a classification identified in Appendix A and Appendix D shall receive a one-time payment in the gross amount of Seven Hundred Fifty Dollars (\$750), paid no later than the paycheck for the first full pay period following ratification of this Agreement by the bargaining unit and the Board of Directors. Regular part-time employees employed as of the date of the final ratification of this Agreement by the Board of Directors shall receive a pro-rated one-time payment based on their scheduled hours of work.
  - 2. 2016 – 2017 Fiscal Year Pay Increases. Each bargaining unit employee identified in Appendix A and Appendix D shall have their base hourly rate of pay increased by three percent (3%), effective with the first full pay period following ratification of this Agreement by the bargaining unit and the Board of Directors.
  - 3. 2017 – 2018 Fiscal Year Pay Increases. The Each bargaining unit employee identified in Appendix A and Appendix D shall have their base hourly rate of pay increased by three percent (3%), effective with the first full pay period in April, 2017.
  - 4. 2018 – 2019 Fiscal Year Wages. Appendix A and Appendix D of the

collective bargaining agreement shall be reopened for negotiations for possible wage adjustments for the 2018-19 fiscal year.

B. Bargaining Unit Members Identified In Appendix E.

1. One-Time Payment. Each full-time bargaining unit employee employed as of the date of the final ratification of this Agreement by the Board of Directors in a classification identified in Appendix E shall receive a one-time payment in the gross amount of Seven Hundred Fifty Dollars (\$750), paid no later than the paycheck for the first full pay period following ratification of this Agreement by the bargaining unit and the Board of Directors. Regular part-time employees employed as of the date of the final ratification of this Agreement by the Board of Directors shall receive a pro-rated one-time payment based on their scheduled hours of work.

2. “Grandfathered” LCSWs. The following four LCSWs: Nicholas B. Egger, Jonathan Hudson, Guadalupe Lopez and Araceli Vigil shall be temporarily “grandfathered” on the former salary schedule, by which they shall continue to be paid at their current pay rate of \$80,000 per year until such time as they reach four (4) full years of service with GVHC, at which time their pay rate will be increased to \$86,500 per year. Following that increase, such grandfathered LCSWs will no longer be paid on the prior salary schedule, but their pay shall remain at \$86,500 per year. In the first full fiscal year following the increase in pay to \$86,500 per year, these four LCSWs may be eligible for merit increases as identified in sections 3 and 4, below.

3. 2017 – 2018 Fiscal Year Merit Pay Increases.

In fiscal year 2017 - 2018, each bargaining unit employee identified in Appendix E, other than employees who are “grandfathered” as identified in section 2, above, will be eligible for a wage rate increase based on the score on their annual evaluation score, as follows:

Evaluation: percentage of total possible points	Pay Increase
90.0 – 100	Up to 4%, or the top of the range for their classification, whichever is less
80.0 – 89.9	Up to 3%, or the top of the range for their classification, whichever is less
70.0 – 79.9	Up to 2%, or the top of the range for their

	classification, whichever is less
60.0 – 69.9	Up to 1%, or the top of the range for their classification, whichever is less
00.0 – 59.9	0%

The wage rate increases shall be implemented following completion of the employee's annual evaluation, and shall be retroactive to the first day of the pay period in which the employee's annual evaluation date occurs.

#### 4. 2018 – 2019 Fiscal Year Merit Pay Increases.

In fiscal year 2018 - 2019, each bargaining unit employee identified in Appendix E, other than employees who are "grandfathered" as identified in section 2, above, will be eligible for a wage rate increase based on the score on their annual evaluation score, as follows:

Evaluation: percentage of total possible points	Pay Increase
90.0 – 100	Up to 4%, or the top of the range for their classification, whichever is less
80.0 – 89.9	Up to 3%, or the top of the range for their classification, whichever is less
70.0 – 79.9	Up to 2%, or the top of the range for their classification, whichever is less
60.0 – 69.9	Up to 1%, or the top of the range for their classification, whichever is less
00.0 – 59.9	0%

The wage rate increases shall be implemented following completion of the employee's annual evaluation, and shall be retroactive to the first day of the pay period in which the employee's annual evaluation date occurs.

C. The Employer shall have discretion to develop, implement, modify and terminate incentive pay plans for bargaining unit employees taking into consideration such factors as productivity, collections, profitability, etc.

D. The Employer shall have discretion to develop, implement, modify and terminate merit pay plans (in addition to the merit pay plans identified above) for bargaining unit employees taking into consideration such factors as employee annual performance evaluation, other measures of performance, etc.

## **ARTICLE 12: Group Insurance & Miscellaneous Benefits**

A. Group Insurance and Benefit Plans: Employees may be eligible to be covered by the Employer's group insurance plans on the first day of the month after completion of thirty (30) days of employment. The hours which must be worked per week in order to attain eligibility are outlined in the Employment Categories Article of this Agreement.

B. The Employer has the right to modify in whole or in part group insurance benefits, including but not limited to the reduction or elimination of certain benefits available under the plans. The Employer will endeavor to provide the Union sixty (60) days' notice and shall provide at least forty-five (45) days written notice of any such modifications and, upon request of the Union, shall meet and confer with the Union during this 45 day period. If no agreement is reached with the Union during this 45 day period, the Employer may implement its proposed changes.

C. During the term of this Agreement, the Employer shall fund its self-insured medical plan at the level which was in effect on the effective date of this agreement. Employee contribution rates will be disclosed to employees at the time of hire and at each enrollment period occurring during the term of the Agreement.

D. Miscellaneous Benefits: Employees and their dependents may be eligible for other benefit plans available to all Employer employees. These plans and/or Employer policies will determine the initial or continuing eligibility for employee/dependent participation in the benefits provided by such plans. These benefit plans may be changed or amended from time-to-time, and will be discussed with employees at the time of hire and during open enrollment periods. Employees wishing to obtain further information concerning their eligibility and the conditions to participate in these other benefits plans should contact Human Resources for information.

### **E. Health Insurance Information**

The Employer shall invite a reasonable number of Union representatives to attend an annual meeting with representatives of management and GVHC's insurance brokers to discuss potential upcoming changes in medical benefits. The meeting will be scheduled sufficiently in advance of each annual open enrollment period so that meaningful input can be provided by the Union to management regarding the overall structure of the medical benefits plans and/or potential future changes in benefit plans. If the meeting occurs during the employee's normal work hours, the time will be paid. If the meeting occurs after hours it will not be paid.

### **ARTICLE 13: Health Benefits**

A. Employee contributions in the form of bi-weekly payroll deductions shall be used to partially fund medical insurance costs.

B. Effective January 1, 2016, bi-weekly payroll deductions shall be made at the following rates:

Employee only:	\$ 50.24 bi-weekly;
Employee & One Child	\$ 100.75 bi-weekly;
Employee & Children	\$ 100.75 bi-weekly;
Employee & Spouse	\$ 109.40 bi-weekly
Family:	\$ 147.58 bi-weekly.

C. Each year, when open enrollment begins, GVHC will publish “COBRA rates” for medical insurance. These rates do not apply to active employees, but apply to former employees and former dependents. The change in COBRA rates from one year to the next shall be utilized to change the bi-weekly payroll deductions for current employees, as follows: Effective January 1, 2017, and each January 1 thereafter, any percentage change in GVHC’s COBRA rates over the COBRA rates from the prior year shall be applied to the above employee contribution rates. For example, if GVHC’s COBRA rates increase by 5% for the plan year ending December 31, 2016, then on January 1, 2017 the payroll deductions identified above shall also be increased by 5%. As a further example, if GVHC’s COBRA rates decrease by 6% for the plan year ending December 31, 2016, then on January 1, 2017 the payroll deductions identified above shall also be decreased by 6%.

D. On January 1 of each year (beginning January 1, 2011), GVHC will contribute the following amounts to a flexible spending account (IRC section 125) on behalf of each bargaining unit member who is a participant in the GVHC self-insured medical plan: Employee only: \$100 per year; Employee plus one or more dependent(s): \$200 per year.

### **ARTICLE 14: Retirement**

A. GVHC has established a retirement fund. Plan documents identify the details of the plan. The following is only a brief summary of a few of the aspects of the plan. In the event of an inconsistency between this summary and the Plan documents, the Plan documents prevail. The percentage amount per fiscal year, if any, to be deposited will be determined annually by the Board of Directors, with an effective date of the first day of GVHC’s fiscal year, April 1st. An employee must have worked at least 1000 hours in the prior fiscal year to be eligible for a contribution. Employees are fully vested in their portion of the retirement fund after the completion of three (3) years of participation in the plan.

## **ARTICLE 15: Scrubs Vouchers**

A. Clinic employees may be required to wear scrubs on the job. Such employees will be provided with a voucher by which the employee can purchase five (5) sets of scrubs (5 tops, 5 bottoms), as follows:

1. Vouchers shall be valid at a vendor(s) designated by GVHC. At least one such vendor shall allow for ordering of scrubs via the internet. The scrubs which may be purchased will be designated by GVHC. A voucher must be obtained prior to making a purchase.
2. Newly-hired employees who are required to wear scrubs on the job will be provided a voucher at the time of hire.
3. Employees who transfer into a position which requires the wearing of scrubs on the job will be provided a voucher at the time of transfer.
4. Employees who have been employed for more than ninety (90) calendar days in a position which requires the wearing of scrubs on the job will be provided a voucher on April 1 of each year.
5. The voucher system used by GVHC shall not result in any income tax obligation to employees under current IRS regulations. In the event that such regulations change in the future, the parties shall meet to renegotiate this Article.

## **ARTICLE 16: Holidays**

A. The Employer will observe the following Holidays during the term of this Agreement:

NEW YEAR'S DAY  
MARTIN LUTHER KING, JR. DAY  
PRESIDENT'S DAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
THANKSGIVING DAY  
THE DAY AFTER THANKSGIVING  
CHRISTMAS EVE (1/2 day only)  
CHRISTMAS DAY  
NEW YEARS EVE (1/2 day only)

B. Payment for holidays will be made, at the employee's regular rate of pay if: The holiday falls within the employee's work schedule; and the employee actually works or has "authorized leave" on the scheduled work day prior to the holiday and the scheduled work day immediately after the holiday. For purposes of this section, "authorized leave" is limited to:

1. Vacation scheduled in accordance with Article 17.G. or
2. Sick leave as provided by California's Health Workplaces, Healthy Families Act (California Labor Code section 245-249) or
3. Calling in sick with a doctor's note excusing the employee from work.

If an employee does not meet one of the three criteria identified above, the employee will not receive holiday pay but may use earned sick leave pay or vacation day for the date of the holiday. This section (Article 16, section B) does not apply to employees identified in Appendix E.

C. When work on a holiday is required (as determined by the Employer), the Employer shall first seek volunteers from the same job classification at the same site. If there are insufficient volunteers from within the same job classification at the same site, then the Employer may seek volunteers from the same job classification at different sites. If there are insufficient volunteers, the Employer may schedule employees to work. In the event that the Employer requires non-volunteers to work on a holiday, then employees at the site who volunteered to work on the immediately preceding holiday will be considered only after those at the site who did not volunteer to work the immediately preceding holiday. This section (Article 16, section C) does not apply to employees identified in Appendix D and E to this Agreement.

D. Employees working on a holiday will be compensated at straight time for hours actually worked, in addition to holiday pay.

## **ARTICLE 17: Vacation**

A. Vacation: Vacation will be accrued by regular full-time, and regular part-time employees to provide paid time off from work for vacation or other reasons of personal necessity. An employee may also utilize Vacation for partial day absences, incidental sick days, and medical appointments, once sick leave is exhausted.

B. Accrual of Vacation Hours: Vacation hours accrue from an employee's date of hire. Vacation hours accrue on straight time hours worked (including Holidays, jury duty, bereavement leave, Sick Leave hours taken, and Vacation). Vacation accruals shall be as follows:

C. Accrual

1. Except for LCSWs and ASWs, vacation accrues as follows:

Years employed with GVHC	Number of vacation days per year	Number of hours accrued per pay period		
0 - 4 years	13	4.0		
5 - 9 years	18	5.54		
10 or more years	23	7.08		

2. For LCSWs and ASWs, vacation accrues as follows:

<u>Years employed with GVHC</u>	<u>Maximum number of vacation days per year</u>	<u>Maximum number of hours accrued per pay period.</u>
0-2 years	17	5.23
3-9 years	22	6.77
10 or more years	23	7.08

LCSWs and ASWs who previously were provided advanced vacation shall transition to the accrual method effective on their anniversary date following ratification of this agreement.

D. Maximum Accrual. Employees may accrue vacation only up to two times the Maximum Accrual rates identified above. Once an employee reaches two times the maximum accrual level, he/she does not accrue any additional vacation until some vacation is actually used.

E. Use of Accrued Vacation Hours: Employees may begin to use accrued vacation hours as of the first day of the month following completion of thirty (30) days of employment. An employee's supervisor's approval is required in advance except for unanticipated illness or emergency. The employee will receive payment for approved time off as long as the employee has enough vacation time available. Payment is made at the current base rate of pay.

F. Vacation must be used on a medical leave for the employee's own illness or disability upon exhaustion of accrued sick leave, and must be used for family medical or care leave required or permitted under Federal and/or State law. All accrued vacation must be exhausted before an employee will be eligible for a Leave of Absence without pay.

G. Scheduling Vacation.

1. Except for LCSWs and ASWs, a supervisor's approval for use of vacation is required in advance. Except in cases of unanticipated illness or emergency or other unforeseeable events requiring time off, vacation hours shall be requested by the employee wishing to use vacation at least fifteen calendar days prior to the first day of use. If the leave is in excess of 5 working days, the request must be submitted a minimum of 30 calendar days prior to requested time off is to begin. Supervisors will approve or deny all requests no

more than ten (10) working days after the initial request is received. Employees requesting vacation for unanticipated illnesses must notify the immediate supervisor, or designee, as soon as possible in accordance with current department policy, but not less than one and one-half (1 ½ ) hours prior to the beginning of a scheduled shift.

2. For LCSWs and ASWs, vacation is approved and scheduled by the immediate supervisor. Vacation requests greater than four (4) consecutive days in length should be requested at least six (6) weeks in advance. Exceptions will be granted on a case-by-case basis. All leaves must be requested utilizing the time and attendance system. If an LCSW or an ASW becomes ill while taking vacation, they will not be able to count those vacation days as sick days. Unless otherwise noted, unpaid leave will only be allowed when paid time off benefits have been exhausted. For example, if an LCSW or an ASW is absent due to illness and does not have enough sick leave benefits, vacation will be applied.

H. The Employer may, at its discretion, cancel or deny vacation to any employee during an emergency or period of severe staffing shortage where the Employer deems it necessary to have additional employees report to work.

I. Limited Cash-Out of Vacation. One time per calendar year, employees shall be allowed to cash out a minimum of twenty hours of accrued vacation and up to a maximum of eighty (80) hours of accrued vacation, as long as the remaining balance banked after the cash-out remains at forty (40) hours or greater. Eligible employees must give at least thirty (30) calendar days advance notice of their desire to cash out vacation.

## **ARTICLE 18: Sick Leave**

A. Sick Leave. Sick Leave helps provide an employee with income protection when the employee cannot work because of illness or injury. An employee may utilize sick leave for partial day absences, incidental sick days, and medical appointments. The sick leave Program supplements other disability benefits the employee is eligible to receive.

B. California Mandatory Sick Leave:

1. Eligibility: All bargaining unit employees.
2. Accrual. On January 1 of each year, employees immediately accrue twenty-four (24) hours of paid sick leave, in accordance with the “front loading” option available under California’s Healthy Workplaces, Healthy Families Act (California Labor Code section 245-249).
3. Accrual. On January 1 of each year, employees working ten (10) hours per day, four (4) days per week immediately accrue an additional six (6) hours of paid sick leave, in accordance with the “front loading” option available under California’s Healthy Workplaces, Healthy Families Act (California Labor Code section 245-249).

4. Accrual. On January 1 of each year, employees working nine (9) hours per day, four (4) days per week, and four (4) hours per day, one (1) day per week immediately accrue an additional three (3) hours of paid sick leave, in accordance with the “front loading” option available under California’s Healthy Workplaces, Healthy Families Act (California Labor Code section 245-249).
5. Employees who switch from a schedule of eight (8) hours per day, five (5) days per week, to a schedule of ten (10) hours per day, four (4) days per week, shall immediately accrue an additional six (6) hours of California mandatory sick leave.
6. Employees who switch from a schedule of eight (8) hours per day, five (5) days per week, to a schedule of nine (9) hours per day, four (4) days per week, and four (4) hours per day, one (1) day per week shall immediately accrue an additional three (3) hours of California mandatory sick leave.
7. At the end of a calendar year, accrued but unused California mandatory sick leave does not carry forward into the following year as California mandatory sick leave, but instead is converted to additional sick leave and added to an employee’s balance of additional sick leave, up to the maximum accrual amount identified in section C.4, below.

#### C. Additional Sick Leave.

1. Eligibility: All regular full-time and regular part-time bargaining unit members.
2. Accrual. Except as provided in section C.3, below, regular full-time and regular part time employees accrue additional paid sick leave at the rate of .0174 hours per qualifying hours during a pay period, up to eighty (80) qualifying hours per pay period. Qualifying hours include straight time hours worked, hours worked on a holiday, jury duty, bereavement leave, and vacation hours taken.
3. Accrual. Regular full-time and regular part time employees working ten (10) hours per day, four (4) days per week accrue paid sick leave at the rate of .0145 hours per qualifying hours during a pay period, up to eighty (80) qualifying hours per pay period. Qualifying hours include straight time hours worked, hours worked on a holiday, jury duty, bereavement leave, and vacation hours taken.
4. Employees may accrue additional sick leave only up to 480 hours. Once an employee reaches the maximum accrual level, he/she does not accrue any additional sick leave until some sick leave is actually used.

#### D. Use of Sick Leave Hours.

1. Accrued sick leave hours are available for use for any absence which qualifies under sick leave policies beginning on the 90th day of employment.

2. Employees must completely use and exhaust all California mandatory sick leave hours prior to using any additional sick leave hours.
3. If any additional sick leave is used for an absence of three (3) or more consecutive work days, an employee must visit a physician and submit a written physician's excuse to utilize any additional sick leave.
4. Sick leave hours are not paid out upon termination of employment.

## **ARTICLE 19: Leaves**

A. Leaves Of Absence With Pay. GVHC provides the following leaves of absence with pay. For all of these leaves, the employee must submit a Leave Request Form at least four weeks in advance, or as soon as feasible. All requests for leave must be approved by the employee's supervisor and, where indicated, by the Chief Executive Officer.

B. Bereavement Leave. Bereavement leave is available to an employee for a death in the immediate family. The leave is for a maximum of three days at normal pay. Immediate family includes: husband, wife, registered domestic partner, father, father-in-law, mother, mother-in-law, sister, brother, son, son-in-law, daughter, and daughter-in-law, grandparents grandparent-in-law and grandchildren.

C. Jury Duty and Court Appearance Leave. When an employee is called for jury duty, GVHC will pay the employee's regular wages or salary for up to ten (10) work days in exchange for all jury fees paid by the court to the employee. All jury fees received should be forwarded to the Payroll Department. Also, GVHC will continue to pay the wages or salary of any employee who is subpoenaed to appear in court as a witness. However, if an employee receives witness fees for a court appearance, GVHC will pay the employee's regular wages or salary in exchange for all witness fees paid to the employee. In order to be eligible for paid leave, an employee must present the summons or subpoena to his/her supervisor who forwards it to the Payroll Department. Additionally, the court appearances described above must occur during the employee's regularly scheduled working hours. Payment of salary will be limited up to a maximum of ten days for jury duty. Beyond that, determination of subsequent action will be made by the Chief Executive Officer.

D. Military Leave. Eligible employees are entitled military leave in accordance with applicable law. See the Human Resources Department for more details or if you have questions.

E. Family and Medical Leave. Eligible employees are entitled family and medical leave in accordance with applicable law. FMLA leave will be calculated using the "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. See the Human Resources Department for more details or if you have questions.

F. Leave Of Absence Without Pay. Leave of absence will be considered only for emergency situations when 1) all vacation is exhausted; and 2) it is recommended by the employee's

supervisor and approved by the Department Head. All requests for leave must be requested by using the Leave Request Form. A request for leave of absence without pay will be granted if the services of the employee can be spared or a suitable temporary replacement for the employee can be found. The Department Head may cancel any approved leave or refuse to grant an extension if it is warranted by the operational needs of GVHC.

G. Employees will not accrue vacation or sick leave during a leave of absence of 2 weeks or more. Employees on approved leave of absence may continue their group insurance provided that they pay in advance the total amount of the premium for the period for which they will be on leave, unless other arrangements have been made with the Human Resources Department.

H. Upon the expiration of an extended leave of absence (2 weeks or more), employees must give their supervisor at least one week's notice of their intention to return. Failure by the employee to apply for reinstatement upon expiration of a leave of absence will result in termination. GVHC will guarantee the re-employment of an employee in the same job or in a comparable job if the employee's leave is one month or less. When the employee's leave is greater than one month, GVHC will make every effort to re-employ employee in the same job or comparable job. However, re-employment in the same or comparable position cannot be guaranteed except for pregnancy disability leave of up to four (4) months.

I. Union Business Leave. Both parties recognize that union business leave can directly impact the operations of the Employer. Unpaid leaves of absence may be requested by a union member for up to a twelve (12) week period to conduct union business. Any requests of this nature must be approved by the employee's supervisor and by the Director of Human Resources. A request for leave of absence without pay will be granted if the services of the employee can be spared or a suitable temporary replacement for the employee can be found.

## **ARTICLE 20: Licenses, Certifications and Educational Reimbursement**

A. Copies of licenses, certifications, Employer and/or unit-specific competencies (i.e., CPR, etc.), are maintained in the employee's personnel file. Maintenance of such licenses and certifications are the employee's responsibility and are a condition of continued employment. If an employee fails to maintain a valid license or certification, the Employer, at its sole discretion, may reassign the employee to another position, with compensation applicable to that position, or may remove the employee from the schedule until the employee has provided proof of required current licensure and/or satisfactory evidence of completion of certifications.

B. The Employer will reimburse fees for those licenses or certifications which the Employer requires that the bargaining unit member possess as a condition of employment.

C. Educational Reimbursement shall be available to eligible bargaining unit members as provided in the GVHC Employee Handbook. Eligible employees may be reimbursed for up to Three Hundred Dollars (\$300) per year for qualified expenses.

D. Licensed Clinical Social Workers and Associate Social Workers are eligible to receive \$2,500 per fiscal year for continuing behavioral health education, subject to policies as developed by GVHC. Employees receiving this payment are responsible for payment of all taxes, if any, attributed to these payments.

#### **ARTICLE 21: Introductory Period**

A. All employees shall serve an introductory period for the first one hundred eighty (180) calendar days of employment, with the exception that existing employees who are transferred or promoted will serve an introductory period of one hundred twenty (120) calendar days of employment. During the introductory period, newly hired employees may be disciplined or discharged without recourse to the Grievance Process.

B. Employees will be subject to an introductory period at the time of initial hire, rehire, or when transferring or promoting into a new position. Regular employees who transfer or promote into a new position and who do not successfully adapt into that new position, may (1) return to their position, if it remains open; (2) be placed in a comparable position in the same classification, if available, in any shift in the prior or mutually agreed upon department; (3) apply and be considered for other positions for which they qualify; (4) be placed on on call status until a position becomes open or (5) be laid off from employment.

#### **ARTICLE 22: Evaluations**

A. Informal Evaluations: The parties encourage employees and supervisors to discuss job performance and goals on a regular, informal basis. Informal performance evaluations may be conducted from time-to-time to provide the opportunity to discuss job tasks, encourage and recognize strengths, identify areas for improvement, and discuss specific approaches to meet performance goals.

B. Formal Evaluations: Formal evaluations are conducted to provide the opportunity to discuss job tasks, encourage and recognize strengths, identify areas for improvement, and discuss positive and specific approaches to meet performance goals. The Employer agrees that introductory employees shall be evaluated in writing approximately midway through the introductory period and approximately two (2) weeks prior to the completion of their introductory period by the employee's immediate supervisor. Regular employees shall be evaluated once per year on or before the employee's anniversary date of hire. Human Resources will finalize evaluation documents and forward all necessary personnel change forms to payroll, if applicable, for processing by the next pay period. All employees have the right to rebut their evaluation in writing within 15 working days. Supervisors shall not retaliate against an employee who chooses to exercise their right to rebut their evaluation. This is to be submitted to the Human Resources Department. The rebuttal shall be given consideration before the evaluation in its final form is forwarded to the personnel file. Human Resources will provide written confirmation of any changes made to the evaluation as a result of the employee's rebuttal. If the evaluation is revised or not revised based on the rebuttal, then the written rebuttal

shall be attached to and filed with the evaluation.

- C. Unsatisfactory Evaluation. In the event the overall employee performance evaluation is less than a “satisfactory” rating, the employee ordinarily shall be given a reasonable opportunity to improve in the areas specifically identified as less than satisfactory. The employee may request a single re-evaluation in the specific area(s) of concern. Such a request must be made within ninety (90) days of the original evaluation. The re-evaluation shall occur within ninety (90) days of the employee’s request.
- D. No Right To Grieve Content of Evaluation. While the parties agree that the procedural aspects of the evaluation process are subject to the grievance procedure, the content of an evaluation is not subject to the grievance procedure.
- E. The Employer may change from the current “anniversary date” evaluation system to a uniform, “calendar year” evaluation system, under which all employees are evaluated at the same time each year. The Employer will provide at least three (3) months’ notice to the Union of any such change, and will meet with the Union Chapter President and the Union Business Agent in the interim to discuss transition issues. If this meeting occurs during normal work hours it will be considered paid time for the Chapter President.

#### **ARTICLE 23: Transfers, Promotions and Job Postings**

- A. Current qualified employees will be given first consideration for available positions when opportunities arise for transfer and/or promotion. However, the Employer may seek outside applicants for job vacancies. Employees may apply for any posted vacancy for which they qualify. Transfer and promotion decisions are based on specified long-term business goals, employee performance, seniority and the employee potential for success in the new position.
- B. Employees wishing to transfer or promote to a posted position for which they qualify either within or outside of their present department, must have completed their 180 day introductory period or the 120 day transfer introductory period identified in Article 21.A, if applicable and must discuss the request with their supervisor or department director and must submit a completed application form to Human Resources.
- C. Prior to a job offer being made, position openings will be advertised internally for at least seven (7) calendar days excluding recognized holidays. The Employer will provide notification to employees of vacancies by email communication and by posting on the Employer’s intranet home page and on the Employer’s internet website. Applications will be accepted until the posted deadline. While outside recruitment may begin as soon as a position becomes available, no outside applicants will normally be considered until the job has been posted as set forth in this Article. All current employees who apply for a vacancy and meet the minimum qualifications of the position will be scheduled for an interview prior to the filling of the position.
- D. Employees who have been denied a position due to an issue involving qualifications may seek recourse through the Grievance Procedure.

## **ARTICLE 24: Training**

A. In-Service Education. There shall be an in-service education program provided by the Employer, the contents of which shall be determined by the Employer. In-service shall cover, among other subjects, adequate orientation for new employees, reorientation and continued in-service for all employees. The Employer may require attendance at in-service education programs. When mandatory in-service occurs on a regular employee's day off, the employee will be compensated in accordance with the compensation and overtime provisions of this Agreement.

B. Seminars, Special Training.

1. New demands in particular job fields frequently require employees to develop new skills. When these skills are considered essential to the success of the facility, employees who qualify may be sent to seminars or for special training at Employer expense. Attendance at such activities may be required by the Employer or requested by individual employees.

2. Prior authorizations by the employee's supervisor and department head must be obtained. The Employer, may grant or deny an employee's request for attendance at any seminar or special training session. Factors considered by the employer may include: staffing needs, location of seminar, cost of seminar, relevance of seminar to employee's current job duties, or other factors deemed relevant by the Employer. Depending on the type of training involved, the Employer may condition payment of any expenses on a written, signed agreement from the employee to repay any such expenses (through paycheck deductions or otherwise) in the event that the employee does not remain employed by GVHC for a specified time period following completion of the training. Upon request of the Union, the Employer will provide to the Union a copy of any such Agreement and will respond to any concerns raised by the Union regarding any such Agreement.

3. In order to obtain any reimbursement, authorization by the Employer must be obtained prior to registration. The Employer may or may not approve partial or full reimbursement of identified expenses. Employees wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and nature, purpose and justification for attendance.

4. Where attendance is required or authorized by Golden Valley Health Centers, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Customary and reasonable expenses generally include registration fees, meals, transportation and parking. Reimbursement policies regarding these expenses should be discussed with the Director of Finance of the Employer in advance.

5. This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions may generally lead to improved job performance. However, the Employer has a policy of providing limited financial support to employees pursuing formal education. (This policy is identified in "Administrative Policy: Education & Training of Staff").

C. ASWs will meet with their clinical supervisors or other eligible staff to receive supervision to assist them in completing required hours of supervision, subject to the needs of ASWs and clinical supervisors or other eligible staff to provide service to patients. Licensed Clinical Social Workers (“LCSWs”) will not be required to provide clinical supervision to ASWs, but may be asked by the Employer to do so on a voluntary basis. No additional compensation will be provided to a LCSW who provides such supervision, but the Employer will take such service into account in assessing the productivity of the LCSW. The Employer will take reasonable efforts to ensure that ASWs receive adequate supervision to allow them to complete their required hours of supervision. However, the Employer may not always be able to provide for supervision. For example, supervision may not be available during times when staff whom previously provided supervision are no longer doing so. If the Employer is unable to provide supervision, management and the impacted employee shall meet and attempt to make alternative arrangements that allow for the supervision to occur.

### **ARTICLE 25: Health and Safety**

A. In order to protect the health and safety of both workers and patients, the parties agree that safety in the workplace is a cooperative effort and that everyone shall comply with appropriate safety and health laws and practices, including guidelines for the handling of hazardous/infectious substances. Employees shall be trained in the appropriate practices and guidelines for the handling of such substances. Where appropriate, personal protective equipment (such as gloves, masks, eye protection) shall be provided by the Employer. Vaccinations against hepatitis B (for patient blood contact employees) and influenza (for patient contact employees ) shall be provided by the Employer at no cost to the employee.

### **ARTICLE 26: Work Rules**

A. In order for the Employer to provide the best possible work environment for employees and to assure orderly business operations, all employees are expected to follow established work rules which will protect the interest and safety of patients, employees and the Employer's facility. It is agreed that the Standards of Conduct set forth in the Employer's current Policy and Procedure Manual and the “Appropriate Conduct” section of the Employer's current Employee Handbook shall apply to all unit employees. Additional work rules, and any changes to work rules, will be provided to all bargaining unit employees with a copy sent to the Union at least ten (10) calendar days prior to implementation. The Employer will respond to any concerns raised by the Union regarding any new or amended work rules.

### **ARTICLE 27: Discipline and Discharge**

A. Employees shall not be discharged or otherwise disciplined except for just cause. During an investigation into allegations of workplace misconduct, the Employer may suspend an employee without pay for up to four (4) work days pending the outcome of the investigation. If the Employer determines that the allegations of workplace misconduct were without merit, the

Employee will be paid for any regularly scheduled hours not worked as a result of the investigatory suspension. The Employer will make reasonable efforts to process disciplinary matters as expeditiously as possible.

B. The employer ordinarily will utilize progressive discipline, except in cases of serious misconduct. Progressive discipline ordinarily includes: oral warning, written warning, suspension, termination. Written notice of discipline ordinarily will include: a statement of the nature of the disciplinary action, the effective date of the disciplinary action, a statement of the cause for the disciplinary action, a brief description of the events giving cause for discipline.

C. An employee shall have the right to have a Union representative or steward present at any investigative meeting which could lead to discipline, if the employee so requests. The Employer can set the date, time and location for any such meeting. If the employee wishes union representation at such a meeting, and a Union representative is not available, the meeting may be delayed for up to twenty four (24) hours. If a Union representative is still not available, the employee may agree to voluntarily participate in the meeting without Union representation or they can be placed on unpaid status until the meeting can take place. If such delay goes beyond the last date of a calendar month, the Employer may elect to stop making health insurance contributions on behalf of the employee until the meeting is held.

D. Oral and written warnings are not subject to the grievance procedure. However, an employee will be provided with a copy of any written warning or written confirmation of an oral warning and may provide a written response to any such action, which will be placed in the employee's personnel file.

E. Termination of employees during the introductory period shall not require progressive discipline and shall not be subject to the grievance procedure.

## **ARTICLE 28: Grievance Procedure**

A. A grievance is defined as any job-related problem which an employee feels could and should be corrected. Grievances may include disputes concerning the interpretation or application of any express provision of this Agreement.

Step 1. Except in the case of a discharge or suspension, a grievant shall first attempt to resolve a matter by discussing it orally with the grievant's immediate supervisor or his/her designee. If possible, the supervisor will investigate the problem in order to gain a thorough understanding of the circumstances surrounding it. Once this has been done, the supervisor will attempt to resolve the employee's grievance.

The supervisor shall endeavor to respond to the employee's concern within ten (10) calendar days from the time that the employee first informed the supervisor of the issue. If resolution at this level does not occur and the employee wishes to pursue the matter, or if the employee's supervisor has not responded to the employee within the required number of days, or

if the grievance involves a disciplinary suspension or discharge, then the employee may file a written grievance at Step 2.

In order to be timely, a grievance must be submitted at the Step 2 level in writing to the other party within ten (10) calendar days of the event giving rise to the grievance, or within fourteen (14) calendar days of the time when the grievant knew or, with reasonable inquiry, should have known of the event. For grievances relating to an unpaid suspension or a discharge, a grievance must be submitted at the Step 2 level in writing within fourteen (14) calendar days of the notification to the employee of the unpaid suspension or discharge.

Step 2. In order to be valid, the grievance must be put into writing, including a clear, brief statement of the problem, the section(s) of the Agreement allegedly violated, any pertinent documentation, the immediate supervisor's response at Step 1, if applicable, the proposed remedy and the grievant's signature. The Union and/or the grievant shall then take the matter up with the Director of Human Resources or his/her designee.

The Director of Human Resources or his/her designee shall respond to a Step 2 grievance in writing within ten (10) calendar days of the grievance being filed.

If resolution at Step 2 does not occur and the employee wishes to pursue the matter, or if the Director of Human Resources or his/her designee has not responded to the employee within the required number of days, then the employee may request review by the Chief Executive Officer at Step 3. Such request must be in writing and made within ten (10) calendar days of the written response of the Director of Human Resources or his/her designee , or, if no written response is received, within ten (10) calendar days of the date of the Step 2 grievance.

Step 3. Upon receipt of the written request to proceed to Step 3, the Chief Executive Officer will consider the request and will render a written decision within ten (10) calendar days of the written request. If resolution at Step 3 does not occur and the employee wishes to pursue the matter, or if the Chief Executive Officer has not responded to the employee within the required number of days, then the employee may request review by the Board of Directors at Step 4. Such request must be in writing and made within ten (10) calendar days of the written response of the Chief Executive Officer, or, if no written response is received, within ten (10) calendar days of the date of the Step 3 grievance. Only the Union may make a request to submit a grievance to Step 4.

Step 4. Upon receipt of a the written request to proceed to Step 4, the Chief Executive Officer will schedule a date for a hearing before the Board of Directors or an appropriate subcommittee of the Board. Such hearing will be held within thirty (30) calendar days of the written request. The hearing will be closed to the public. The strict courtroom rules of evidence will not apply. Each party will have the right to present evidence by witness testimony, to cross examine witnesses, and to make arguments. The hearing will be conducted by an individual designated by the Board, who may or may not be a Board member. Within thirty (30) calendar days of the conclusion of the hearing, the Board will render a written decision upholding or denying the grievance.

B. An employee may be assisted or represented by the Union at any Step in the procedure. Employees will not be subjected to any form of retaliation as a result of filing a grievance.

C. Time limits may be waived only with the mutual written agreement of the parties. Unless waived or modified in accordance with the above, the time limits contained herein shall be strictly construed. No grievance shall proceed to the next step unless all time limits have been met. If a party fails to respond, or to respond in a timely fashion, the other party may move the grievance to the next Step. If a party has responded and the other party fails to give timely written notice of intention to move the grievance to the next Step, the grievance will be deemed to have been resolved on the basis of the party's last response. The failure to insist upon strict compliance with these time limits and requirements in one or more grievance(s) shall not affect the right to do so in any other grievance.

D. If the Employer's or the Union's grievance concerns the interpretation or application of the No Strike/No Lockout provisions of this Agreement, the party claiming to be aggrieved may choose among the Grievance Procedure, NLRB proceedings or judicial proceedings, as it deems appropriate and proper, or may proceed immediately to Step 4 of the Grievance Procedure if that option is chosen.

## **ARTICLE 29: Reduction In Force**

A. When GVHC experiences a reduction in funding or when other significant changes occur in its organization, it may be necessary to reduce the size of its work force. This reduction in force or layoff of personnel shall be accomplished in a manner which will allow GVHC to be restructured according to management's assessment of its financial condition. The primary consideration in this regard shall be the maintenance of GVHC's ability, to the maximum extent feasible, to continue to provide services.

B. In the event of a layoff, the Employer shall provide advance notice to the Union, and thereafter shall notify employees in advance. The Employer shall also provide the Union with the numerical rating score in section D, when available. Upon request, the Employer will meet with the Union to discuss issues/concerns related to the layoff.

C. When implementing layoffs, the Employer shall first lay off all temporary employees in the classifications being reduced.

### **D. Layoff Process**

1. All employees in positions to be eliminated who have completed the initial introductory period will be given a numerical rating score based on the following (total possible score = 100 points):

- 10 selected criteria from the most recent annual evaluation (up to 30 points)
- Knowledge that will contribute to a cross training environment (up to 15 points)
- Longevity with the corporation (up to 50 points)

**Low Level of Absenteeism within the last twelve (12) months (up to 5 points)**

2. All employees who have not completed the initial introductory period shall be identified on a list. On this list, those employees who received an evaluation score of 60% or below on the most current evaluation will be identified. All employees on this list will be given a numerical rating score based on the criteria as listed in Number 1.
3. All employees identified in number 1, above, will be given the opportunity to apply for the positions listed in number 2, above. In order to apply for such positions, employees identified in number 1, above, must complete a GVHC job application form and identify the position(s) being applied for, and submit completed applications to the Human Resources Department.
4. The employee's application will be reviewed by the Human Resources Department for qualifications. If job requirements are met and they score a minimum of 2 points above the current employee in the position they are applying for, they will have the opportunity to move into the identified position at the salary range and step appropriate for the position. In cases where there are multiple applications, the applicant with the highest score will be assigned the position. In cases where the highest scoring applicant and the present employee or the two highest applicants have scores within 2 points of each other, an interview process, coordinated by the position's supervisor, will be implemented. GVHC Personnel Policies regarding employment interviews will be followed.
5. All employees displaced by the above application process and employees who were not placed in a position during the application process, will have the opportunity to enter a final restructuring process. In this final process, all current corporate employment openings will be listed and employees will have an opportunity to compete for the position(s). Selection for the process will be based on: A) job qualifications as outlined in the job descriptions and B) numerical scores in the previously outlined evaluation criteria.
6. All employees displaced by the restructuring process and not re-hired in the above restructuring steps will have their applications kept on file and notified of job openings, including temporary positions, during the six month period following their lay-off. The employer will notify such employees by telephone call and if there is no answer, by first class mail to the employee at the employee's last known address. It is the employee's responsibility to keep the employer apprised of his/her current address and phone number. If the employee fails to respond within seven (7) calendar days of the phone call or the mailing, the employee's application will no longer be kept on file.

**ARTICLE 30: Providing of Health Care Duties**

- A. Nothing in this Agreement shall prevent non-bargaining unit members employed by the Employer in supervisory, Management or administrative positions from performing duties relating to the providing of health care to patients.

### **ARTICLE 31: No Strike, No Lockout**

- A. The parties realize that Employer facilities are different in their operations from other industries because of the nature of services rendered to the community. For this reason, during the term of this Agreement, there shall be no lockout of the unit employees covered by this Agreement, and the employees covered by this Agreement shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage, boycott, or picketing at any of the Employer's premises, or other interruption of work or interference with the Employer's operations. Neither the employees, the Union, or any of its officers, agents or representatives shall authorize, assist, encourage, condone, or lend support to, or in any way participate in any such activities.
- B. Any and all jurisdictional disputes involving one or more of the employees who are covered by this Agreement, shall be submitted to the National Labor Relations Board for resolution pursuant to the procedures established by the National Labor Relations Act, including, when applicable, the provisions of Section 10(k) of the Act. There shall be no strike, work stoppage, slow down or any other interruption or interference of work pending resolution of any such jurisdictional dispute.
- C. In the event of a claimed violation of this Article by the Union, any employee or any group of employees, the Employer shall have the right, without waiving or in lieu of any other rights it may have, to seek judicial restraint in state court of the action(s) violating this Article.

### **ARTICLE 32: Waiver**

- A. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent. It is understood by the parties that supervisors do not have the authority to create practices or procedures by their actions except where such authority has been specifically delegated in writing by the Chief Executive Officer of Golden Valley Health Centers.
- B. It is acknowledged and agreed that during the course of negotiations preceding the execution of this Agreement, matters and issues of interest to the Union, the employees and the Employer pertaining to wages, hours and conditions of employment, have been fully considered and negotiated; that each party was afforded the unrestricted right to pursue and discuss proposals pertaining to wages, hours and conditions of employment and; that the understanding and agreements arrived at by the parties in the course of negotiations are set forth in this Agreement.
- C. The Union, the employees, and the Employer agree that during the term of this Agreement, the employees shall be covered exclusively by and limited to the terms and provisions of this Agreement and that neither the Employer nor the Union shall be obligated to negotiate with respect to any matters pertaining to wages, hours, or conditions of employment, whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement. This obligation to negotiate shall include the right to require one party to obtain information from the other pertaining to issues covered in negotiations.

D. No addition to, alteration, modification, practice or waiver of any term, provision, covenant or condition or restriction of this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Employer and the Union.

#### **ARTICLE 33: Severability**

A. If any provision of this Agreement or any application thereof is held by an agency or a court of competent jurisdiction to be contrary to law, then such provision or application of this Agreement shall be deemed invalid to the extent required by such agency or court decision. All other provisions of the Agreement shall continue in full force and effect. In case of such determination of invalidity of a contract provision, the parties agree to enter into negotiations for the exclusive purpose of arriving at a mutually acceptable replacement for the provision of this Agreement determined to be contrary to law.

#### **ARTICLE 34: Duration of the Agreement**

A. The term of this Agreement shall be from April 1, 2016 through March 31, 2019. The agreement shall be reopened for negotiations in January 2018 for the 2018-2019 fiscal year concerning the employee wage rates identified in Appendix A and Appendix D.

B. This Agreement shall be automatically extended or renewed from year to year thereafter unless either party serves notice in writing on the other party no later than ninety days nor more than one hundred twenty days prior to the expiration date of this Agreement. If a new Agreement is not reached prior to the expiration date or any anniversary date thereafter, the parties may, by mutual consent, extend the existing Agreement for a specified period of time.

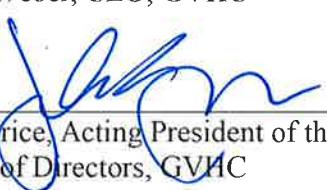
IT IS SO AGREED:



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Tony Weber, CEO, GVHC

Date: 5/2/2017



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John Price, Acting President of the  
Board of Directors, GVHC

Date: 5-5-17



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Kevin Smith, SEIU Local 521

Date: 5-2-17

  
Pao Xiong, Union Bargaining  
Team Member

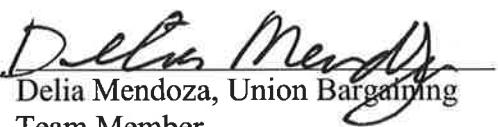
Date: May 2, 2017

  
Rachel Olvera, Union Bargaining  
Team Member

Date: 5/2/17

  
Susana Medel, Union Bargaining  
Team Member

Date: May 2, 17.

  
Delia Mendoza, Union Bargaining  
Team Member

Date: 5-2-2017

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**Appendix A**  
**2016 - 2017 Salary Schedule**  
**December 26, 2016**

<u>Job Title</u>	<u>Range</u>			
Eligibility/Reg Clerk	37U	HR	\$10.27	\$14.60
		BW	\$821.53	\$1,167.79
		MO	\$1,779.97	\$2,530.21
		YR	\$21,359.73	\$30,362.52
Interpreter/Med Rec Clerk	38U	HR	\$10.78	\$15.33
		BW	\$862.73	\$1,226.31
		MO	\$1,869.24	\$2,657.00
		YR	\$22,430.93	\$31,884.05
Telephone Operator	39U	HR	\$11.32	\$16.09
Facilities I		BW	\$905.58	\$1,287.45
Infection Control Technician		MO	\$1,962.08	\$2,789.47
		YR	\$23,544.98	\$33,473.71
Referral Clerk w/out certificate	40U	HR	\$11.89	\$16.90
Patient Service Rep w/out certificate		BW	\$950.90	\$1,352.09
Dental Assistant		MO	\$2,060.28	\$2,929.52
Shipping & Receiving Clerk		YR	\$24,723.30	\$35,154.21
Health Information Rep				
Patient Accounts Rep	41U	HR	\$12.48	\$17.74
Referral Clerk with certificate		BW	\$998.69	\$1,419.34
Patient Serv Rep w/certificate		MO	\$2,163.82	\$3,075.24
Medical Assistant		YR	\$25,965.89	\$36,902.84
Facilities II				
Dental Assistant II				
Patient Access Rep				
Dental Assistant/Referral Clerk				
Medical Assistant Float				
Medical Assistant Ophthalmic				

2016-17 wage ranges reflect a 3% increase over the 2015-16 wage ranges

**Appendix A**  
**2016 - 2017 Salary Schedule**  
**December 26, 2016**

Provider Scheduler	42U	HR	\$13.11	\$18.63
Surgery Scheduling Coord		BW	\$1,048.95	\$1,490.09
Medical Assistant/Scribe		MO	\$2,272.73	\$3,228.53
Computer Operator		YR	\$27,272.75	\$38,742.30
Patient Accounts Biller	43U	HR	\$13.77	\$19.55
Patient Accounts Payment Processor		BW	\$1,101.69	\$1,564.33
Computer Hardware Technician		MO	\$2,386.99	\$3,389.38
		YR	\$28,643.89	\$40,672.61
Registered Dental Assistant/RC	44U	HR	\$14.46	\$20.54
Registered Dental Assistant		BW	\$1,156.90	\$1,642.94
Patient Care Assistant		MO	\$2,506.61	\$3,559.70
		YR	\$30,079.30	\$42,716.46
Patient Accounts Collector	45U	HR	\$15.18	\$21.56
IS Support Specialist I		BW	\$1,214.58	\$1,725.04
RDA with Extended Function		MO	\$2,631.58	\$3,737.59
		YR	\$31,578.98	\$44,851.14
Grant Support Assistant	46U	HR	\$15.94	\$22.64
Accounts Payable Clerk		BW	\$1,275.55	\$1,811.51
Purchasing Clerk		MO	\$2,763.70	\$3,924.94
		YR	\$33,164.35	\$47,099.38
Lead Patient Accounts Collector	47U	HR	\$16.74	\$23.78
		BW	\$1,339.00	\$1,902.35
		MO	\$2,901.17	\$4,121.76
		YR	\$34,814.00	\$49,461.16
Patient Care Coordinator	48U	HR	\$17.57	\$24.97
Perinatal Care Coordinator		BW	\$1,405.74	\$1,997.56
		MO	\$3,045.78	\$4,328.04
		YR	\$36,549.34	\$51,936.49

2016-17 wage ranges reflect a 3% increase over the 2015-16 wage ranges

**Appendix A**  
**2016 - 2017 Salary Schedule**  
**December 26, 2016**

<b>Information Systems Support Specialist II</b>	<b>49U</b>	HR	\$18.45	\$26.21
		BW	\$1,475.78	\$2,097.13
		MO	\$3,197.53	\$4,543.78
		YR	\$38,370.38	\$54,525.37
<b>Grant Support Assistant-Behavioral</b>	<b>50U</b>	HR	\$19.37	\$27.52
		BW	\$1,549.94	\$2,201.94
		MO	\$3,358.21	\$4,770.87
		YR	\$40,298.54	\$57,250.50
<b>EHR Application Support Trainer I</b>	<b>51U</b>	HR	\$20.34	\$28.90
		BW	\$1,627.40	\$2,312.00
		MO	\$3,526.03	\$5,009.32
		YR	\$42,312.40	\$60,111.89
<b>Health Educator III -</b>	<b>52U</b>	HR	\$21.36	\$30.34
		BW	\$1,708.98	\$2,427.29
		MO	\$3,702.78	\$5,259.12
		YR	\$44,433.38	\$63,109.53
<b>Health Educator III - Panel Manager</b>	<b>53U</b>	HR	\$22.43	\$31.86
		BW	\$1,794.67	\$2,548.70
		MO	\$3,888.46	\$5,522.18
		YR	\$46,661.47	\$66,266.15
<b>Certified Coder/Trainer</b>	<b>54U</b>	HR	\$23.56	\$33.45
		BW	\$1,884.49	\$2,676.22
		MO	\$4,083.05	\$5,798.47
		YR	\$48,996.69	\$69,581.72
<b>Certified Coder/Trainer</b>	<b>55U</b>	HR	\$24.73	\$35.12
		BW	\$1,978.42	\$2,809.86
		MO	\$4,286.58	\$6,088.02
		YR	\$51,439.02	\$73,056.27

2016-17 wage ranges reflect a 3% increase over the 2015-16 wage ranges

**Appendix A**  
**2016 - 2017 Salary Schedule**  
**December 26, 2016**

56U	HR	\$25.97	\$36.88
	BW	\$2,077.30	\$2,950.48
	MO	\$4,500.82	\$6,392.71
	YR	\$54,009.90	\$76,712.49
57U	HR	\$27.26	\$38.73
	BW	\$2,181.13	\$3,098.09
	MO	\$4,725.77	\$6,712.53
	YR	\$56,709.33	\$80,550.38
58U	HR	\$28.62	\$40.66
	BW	\$2,289.90	\$3,252.69
	MO	\$4,961.44	\$7,047.49
	YR	\$59,537.30	\$84,569.95
59U	HR	\$30.06	\$42.69
	BW	\$2,404.43	\$3,415.15
	MO	\$5,209.61	\$7,399.49
	YR	\$62,515.23	\$88,793.91
60U	HR	\$31.56	\$44.83
	BW	\$2,524.74	\$3,586.34
	MO	\$5,470.26	\$7,770.42
	YR	\$65,643.14	\$93,244.96

2016-17 wage ranges reflect a 3% increase over the 2015-16 wage ranges

**Appendix A**  
**2017 - 2018 Salary Schedule**  
**April 3, 2017**

<u>Job Title</u>	<u>Range</u>			
	37U	HR	\$10.58	\$15.04
		BW	\$846.17	\$1,202.82
		MO	\$1,833.37	\$2,606.12
		YR	\$22,000.52	\$31,273.40
	38U	HR	\$11.11	\$15.79
		BW	\$888.61	\$1,263.10
		MO	\$1,925.32	\$2,736.71
		YR	\$23,103.86	\$32,840.58
Eligibility/Reg Clerk	39U	HR	\$11.66	\$16.58
Interpreter/Med Rec Clerk		BW	\$932.74	\$1,326.07
Telephone Operator		MO	\$2,020.94	\$2,873.16
Facilities I		YR	\$24,251.33	\$34,477.93
Infection Control Technician				
Referral Clerk w/out certificate	40U	HR	\$12.24	\$17.41
Patient Service Rep w/out certificate		BW	\$979.42	\$1,392.65
Dental Assistant		MO	\$2,122.09	\$3,017.40
Shipping & Receiving Clerk		YR	\$25,464.99	\$36,208.84
Health Information Rep				
Patient Accounts Rep	41U	HR	\$12.86	\$18.27
Referral Clerk with certificate		BW	\$1,028.65	\$1,461.92
Patient Serv Rep w/certificate		MO	\$2,228.74	\$3,167.50
Medical Assistant		YR	\$26,744.86	\$38,009.93
Facilities II				
Dental Assistant II				
Patient Access Rep				
Dental Assistant/Referral Clerk				
Medical Assistant Float				
Medical Assistant Ophthalmic				

2017-18 wage ranges reflect a 3% increase over the 2016-17 wage ranges

**Appendix A**  
**2017 - 2018 Salary Schedule**  
**April 3, 2017**

Provider Scheduler	42U	HR	\$13.51	\$19.18
Surgery Scheduling Coord		BW	\$1,080.42	\$1,534.79
Medical Assistant/Scribe		MO	\$2,340.91	\$3,325.38
Computer Operator		YR	\$28,090.93	\$39,904.57
Patient Accounts Biller	43U	HR	\$14.18	\$20.14
Patient Accounts Payment Processor		BW	\$1,134.74	\$1,611.26
Computer Hardware Technician		MO	\$2,458.60	\$3,491.07
		YR	\$29,503.20	\$41,892.79
Registered Dental Assistant/RC	44U	HR	\$14.90	\$21.15
Registered Dental Assistant		BW	\$1,191.60	\$1,692.23
Patient Care Assistant		MO	\$2,581.81	\$3,666.50
		YR	\$30,981.67	\$43,997.95
Patient Accounts Collector	45U	HR	\$15.64	\$22.21
IS Support Specialist I		BW	\$1,251.01	\$1,776.80
RDA with Extended Function		MO	\$2,710.53	\$3,849.72
		YR	\$32,526.35	\$46,196.68
Grant Support Assistant	46U	HR	\$16.42	\$23.32
Accounts Payable Clerk		BW	\$1,313.82	\$1,865.86
Purchasing Clerk		MO	\$2,846.61	\$4,042.69
		YR	\$34,159.28	\$48,512.36
Lead Patient Accounts Collector	47U	HR	\$17.24	\$24.49
		BW	\$1,379.17	\$1,959.42
		MO	\$2,988.21	\$4,245.42
		YR	\$35,858.42	\$50,945.00
Patient Care Coordinator	48U	HR	\$18.10	\$25.72
Perinatal Care Coordinator		BW	\$1,447.92	\$2,057.48
		MO	\$3,137.16	\$4,457.88
		YR	\$37,645.82	\$53,494.58

2017-18 wage ranges reflect a 3% increase over the 2016-17 wage ranges

**Appendix A**  
**2017 - 2018 Salary Schedule**  
**April 3, 2017**

Information Systems Support Specialist II	49U	HR	\$19.00	\$27.00
		BW	\$1,520.06	\$2,160.04
		MO	\$3,293.46	\$4,680.09
		YR	\$39,521.50	\$56,161.13
	50U	HR	\$19.96	\$28.35
		BW	\$1,596.44	\$2,268.00
		MO	\$3,458.96	\$4,914.00
		YR	\$41,507.50	\$58,968.01
Grant Support Assistant-Behavioral	51U	HR	\$20.95	\$29.77
EHR Application Support Trainer I		BW	\$1,676.22	\$2,381.36
		MO	\$3,631.81	\$5,159.60
		YR	\$43,581.77	\$61,915.24
Health Educator III -	52U	HR	\$22.00	\$31.25
Health Educator III - Panel Manager		BW	\$1,760.25	\$2,500.11
		MO	\$3,813.86	\$5,416.90
		YR	\$45,766.38	\$65,002.82
	53U	HR	\$23.11	\$32.81
		BW	\$1,848.51	\$2,625.16
		MO	\$4,005.11	\$5,687.85
		YR	\$48,061.32	\$68,254.13
	54U	HR	\$24.26	\$34.46
		BW	\$1,941.02	\$2,756.51
		MO	\$4,205.55	\$5,972.43
		YR	\$50,466.59	\$71,669.18
Certified Coder/Trainer	55U	HR	\$25.47	\$36.18
		BW	\$2,037.78	\$2,894.15
		MO	\$4,415.18	\$6,270.66
		YR	\$52,982.19	\$75,247.96

2017-18 wage ranges reflect a 3% increase over the 2016-17 wage ranges

**Appendix A**  
**2017 - 2018 Salary Schedule**  
**April 3, 2017**

56U	HR	\$26.75	\$37.99
	BW	\$2,139.62	\$3,038.99
	MO	\$4,635.85	\$6,584.49
	YR	\$55,630.20	\$79,013.86
57U	HR	\$28.08	\$39.89
	BW	\$2,246.56	\$3,191.03
	MO	\$4,867.55	\$6,913.90
	YR	\$58,410.61	\$82,966.90
58U	HR	\$29.48	\$41.88
	BW	\$2,358.59	\$3,350.27
	MO	\$5,110.28	\$7,258.92
	YR	\$61,323.41	\$87,107.05
59U	HR	\$30.96	\$43.97
	BW	\$2,476.56	\$3,517.60
	MO	\$5,365.89	\$7,621.47
	YR	\$64,390.69	\$91,457.73
60U	HR	\$32.51	\$46.17
	BW	\$2,600.48	\$3,693.93
	MO	\$5,634.37	\$8,003.53
	YR	\$67,612.43	\$96,042.31

2017-18 wage ranges reflect a 3% increase over the 2016-17 wage ranges

## APPENDIX B

### GOLDEN VALLEY HEALTH CENTERS – SEIU LOCAL 521

#### GRIEVANCE FORM – STEP TWO

Employee Name/s: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Employee's Immediate Supervisor: \_\_\_\_\_

Date of alleged violation: \_\_\_\_\_

Date grievant discovered alleged violation: \_\_\_\_\_

**Alleged violations:**

Collective bargaining agreement (Article and Section): \_\_\_\_\_

Written policy (Attach Copy): \_\_\_\_\_

Management Directive (Attach Copy): \_\_\_\_\_

Clearly established lawful past practice (Documentation that this is a past practice should be attached): \_\_\_\_\_

Brief statement of the problem (Any supporting pertinent documentation should be Attached – use additional paper if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

(Any supporting pertinent documentation should be attached)

Immediate supervisor's response at Step 1 (if applicable) :  
\_\_\_\_\_  
\_\_\_\_\_

Grievant's proposed remedy:  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX C – JOB CLASSIFICATION CHANGES 2007

The following changes will be made effective on the first day of the month following the final ratification of the 2007 – 2010 agreement.

1. The classification of Health Educator IV shall be removed from the bargaining unit.
2. Employees currently employed as Accounting Clerks shall all be placed in the classification of Patient Account Representative. As vacancies are posted in the classifications of Patient Account Biller and Patient Account Collector, Patient Account Representatives may apply for those vacancies as per Article 23 of the collective bargaining agreement.
3. The IS Application Support/Trainer position shall be included in the bargaining unit.
4. Pay ranges:

Infection Control Clerk – Range 39  
Medical Records Clerk - Range 40  
Patient Accounts Representative – Range 41  
Dental Assistant II - Range 41  
Patient Accounts Biller – Range 43  
Health Educator I – Range 44  
Registered Dental Assistant – Range 44  
Patient Accounts Collector – Range 45  
Registered Dental Assistant with Extended Function – Range 45  
Cash Count Clerk II – Range 46  
Telemed Coordinator – Range 46  
IS Services Support Specialist - Range 47  
Dental Health Educator – Range 48  
Patient Care Coordinator – Range 48  
Asthma Coalition Specialist – Range 50  
Health Educator III – Range 52  
IS Application Support/Trainer – Range 55

**Appendix D**  
**2016 - 2017 Salary Schedule**  
**December 26, 2016**

<u>Job Title</u>	<u>Range</u>			
Cultural Broker	42BH	HR	\$11.33	\$14.61
		BW	\$906.40	\$1,168.80
		MO	\$1,963.87	\$2,532.40
		YR	\$23,566.40	\$30,388.80
Cultural Broker Coordinator	52BH	HR	\$18.46	\$23.79
		BW	\$1,476.80	\$1,903.20
		MO	\$3,199.73	\$4,123.60
		YR	\$38,396.80	\$49,483.20
Compulsive Disorder Specialist	54BH	HR	\$20.35	\$26.22
		BW	\$1,628.00	\$2,097.60
		MO	\$3,527.33	\$4,544.80
		YR	\$42,328.00	\$54,537.60
Baccalaureate Social Worker	56BH	HR	\$22.44	\$28.91
		BW	\$1,795.20	\$2,312.80
		MO	\$3,889.60	\$5,011.07
		YR	\$46,675.20	\$60,132.80

**Appendix D**  
**2017 - 2018 Salary Schedule**  
**April 3, 2017**

<b><u>Job Title</u></b>	<b><u>Range</u></b>			
Cultural Broker	42BH	HR	\$11.67	\$15.05
		BW	\$933.60	\$1,204.00
		MO	\$2,022.80	\$2,608.67
		YR	\$24,273.60	\$31,304.00
Cultural Broker Coordinator	52BH	HR	\$19.01	\$24.50
		BW	\$1,520.80	\$1,960.00
		MO	\$3,295.07	\$4,246.67
		YR	\$39,540.80	\$50,960.00
Compulsive Disorder Specialist	54BH	HR	\$20.96	\$27.01
		BW	\$1,676.80	\$2,160.80
		MO	\$3,633.07	\$4,681.73
		YR	\$43,596.80	\$56,180.80
Baccalaureate Social Worker	56BH	HR	\$23.11	\$29.78
		BW	\$1,848.80	\$2,382.40
		MO	\$4,005.73	\$5,161.87
		YR	\$48,068.80	\$61,942.40

## APPENDIX E

### SALARY SCHEDULE BEHAVIORAL HEALTH EMPLOYEES (PROFESSIONAL)

Job Title	Start	Top
ASW	\$58,000	\$58,000
LCSW	\$80,000	\$91,500

At the time of hire, the Employer has discretion to give employees credit for prior years of experience.

**Golden Valley Health Centers**  
737 West Childs Avenue  
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Fax (209) 383-0136



**GOLDEN VALLEY**  
HEALTH CENTERS

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