AHS/SEIU-Prov Bargaininb

CONFIDENTIAL SUPPOSAL TOTAL TENTATIVE AGREEMENT (Sept. 21, 2026, 3 pm)

The below is a comprehensive package proposal. It must be accepted in its entirety, or it will be deemed rejected.

-3/11 Housekeeping Proposal on Language Adjustments following Dissolution of AHMG

-3/13 AHS Proposal on Article 1, Recognition

ARTICLE I - RECOGNITION

A. Recognition

The Employer recognizes SEIU Local 1021 as the exclusive bargaining representative for all full-time, part-time and Services as Needed physician classifications listed in Appendix A.

-5/22 Proposal on Management Rights

ARTICLE III - MANAGEMENT RIGHTS

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

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

Agreement. For all purposes besides Medical Staff purposes, the Department Chairs report to the CMO/CPE.

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

-TA on Bilingual Pay

5. Qualified Bilingual Staff -

a. Application Process. In accordance with QBS program rules and guidelines, an employee seeking QBS certification shall request from their supervisor approval to take the QBS proficiency exam in an available language. The Supervisor shall approve the application if:

i. The employee has not taken the same more than once in the 12 (twelve) months preceding the request; and

i. The language that the Employee is seeking certification in is one that is used in the department

a. Compensation

An employee who passes the QBS language proficiency assessment will be certified and receive the following stipend, effective the first pay period following AHS's determination that the employee passed the assessment:

1. QBS certification in one language: $45 per pay period
2. QBS certification in more than one (1) language: $50 per pay period

-TA on Breast Imaging Chief, outpatient peds PTO, and SLH Hospitalist Embedded Call

ARTICLE VII – CHIEFS

Division	Multiple Locations	Procedural	Certification/Accreditation/ Fellowship	Reports>10	Reports >20	24/7 in house	Total Score
Breast Imaging	Yes	Yes	Yes	No	No	No	3

San Leandro Hospitalists shall embed 24 12-hour night and weekend shifts a year. These shifts shall be paid at the on-call rate.

-TA on professional reimbursement

ARTICLE XII– PROFESSIONAL REIMBURSEMENT

In accordance with the provisions set forth in this Article, eligible employees shall be reimbursed for qualifying professional expenditures of up to $10,000 per two calendar years, pro-rated by FTE. All benefitted physicians shall receive five (5) CME days per year.

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

-TA on severance

I. Severance.

Employees who get notice of layoff may opt to take severance in lieu of layoff as follows:

From 6 months up to 5 years of employment 4 weeks' pay of severance

From 5 years up to 10 years of employment	6 weeks' pay of severance
From 10 years up to 15 years of employment	9 weeks' pay of severance
From 15 years up to 20 years of employment	14 weeks' pay of severance
More than 20 years of employment	16 weeks' pay of severance

~~The amount will be prorated for time less than the five year increment.~~ Severance pay is prorated based on FTE and based on base rate of pay, excluding any differentials. Employees who accept severance are ineligible for rehire for the number of weeks they are paid severance after layoff. SAN employees are not eligible for severance.

Term of Agreement

July 1st, 2026 - June 30th, 2027

ARTICLE 5 – SALARIES

1. Wage increases during the term of this contract shall be as follows. No bargaining unit member shall suffer a reduction in base salary as a result of this Agreement.

~~All physicians shall receive a 2% increase to base salary, effective the first pay period following July 1, 2026, so long as such an adjustment is deemed compliant with physician compensation regulations. This adjustment shall not apply to Division Chief stipends, other leadership stipends, or call rates, only to base salaries.~~

~~1.1~~ July 1st, 2026. ~~Except as provided in Section 2, below,~~ Effective the first pay period following July 1, 2026 the wages of all bargaining unit members and all wage scales shall be increased by **3%.** All hourly callback pay, as noted in Appendix B, shall also be increased by 3%, effective no later than thirty (30) days following ratification. All SANs rates, as noted in Appendix B, shall also be increased by 3%, effective no later than 30 days following ratification.

The retroactive payment will be retroactive to the first full pay period following July 1, 2026. The retroactive payment will be made within sixty (60) days of

ratification by both parties. To qualify for the retroactive payment, an employee must be employed in the bargaining unit on the date payment is made.

Effective no later than 30 days following ratification, the following specialties/subspecialties shall receive a 3% increase to home/pager call rates (rates currently denoted with an asterisk in Appendix B): Anesthesia; Cardiology (Non-Invasive); Hematology/Oncology; ICU/Pulmonology; Neurology; Radiology (Interventional); Nephrology; Ophthalmology; Urology; Primary Care and Plastic Surgery.

10% increase to Anesthesia's base salary, in addition to the COLA above.

1.2 **Heme/Onc salaries will be adjusted as follows: Tier 1 – from $218.08/hour to $245/hour; Tier 2 – from $ 223.97/hour to $250/hour; Tier 3 – from $229.21/hour to $255/hour. This is inclusive of the COLA referenced above.**

1.3 **Pediatrician pay will be adjusted as follows for parity with SEIU primary care**.

Pediatrics – General	~~$294,652~~ ~~$268,477~~ $303,493	~~$305,261~~ ~~$278,148~~ $314,434	~~$315,870~~ ~~$287,799~~ $325,333	~~$141.66~~ $145.91	~~$146.76~~ $151.17	~~$151.86~~ $156.41	~~1,840~~ 2080

Hospitalist – Pediatrics	$285,886	$296,225	$306,565	$162.44	$168.31	$174.18	1,760

The above increases to the anesthesia, pediatrics, and Heme/Onc rates shall be effective the first pay period following July 1, 2026.

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

2. Incentive Pay

2.1 Productivity Incentive

a. All bargaining unit physicians shall be measured on their personal productivity during a measurement period of July 1, 2026 through June 30, 2027. For purposes of this section, the definition of "personal productivity" (for all specialties) shall be determined by the System-Wide Clinical Productivity and Performance Committee no later than November 2, 2026, subject to final approval by AHS. All physicians who reach productivity of the 50th percentile or better, adjusted for clinical FTE, for their

specialty during this measurement period shall receive an additional 1% lump sum payment, so long as such an adjustment is deemed compliant with physician compensation regulations.

b. All physicians who reach productivity of the 55th percentile or better, adjusted for clinical FTE, for their specialty during this measurement period shall receive an additional 1% lump sum payment, so long as such an adjustment is deemed compliant with physician compensation regulations.

c. All physicians who reach productivity of the 60th percentile or better, adjusted for clinical FTE, for their specialty during this measurement period shall receive an additional 1% lump sum payment, so long as such an adjustment is deemed compliant with physician compensation regulations.

d. Physicians who join the bargaining unit between July 1, 2026, and June 30, 2027, shall be eligible for this payment, pro-rated per their length of employment, if their productivity, pro-rated per their length of employment, meets the standards above.

e. The assessment to determine qualification for the bonus shall be completed by September 30, 2027.

f. Prior to implementation all physicians will be provided with their personal productivity target, adjusted for clinical FTE. All physicians will provided with a quarterly report of their RVUs or other relevant data and their progress toward the incentive goal.

g. This incentive shall be based on the physician's base salary during the measurement period. This incentive shall be paid by October 31, 2027. Physicians must remain employed by AHS at the time the incentive is paid in order to receive it.

2.2 Quality Incentive

a. In order to qualify for any quality incentive under this Article, physicians must be in compliance with the minimum documentation and chart closure standards as documented in AHS Policies and Procedures and the Medical Staff Bylaws for the relevant measurement period.

b. Eligible physicians shall receive a 1% quality incentive bonus if they satisfy the following requirements during the measurement period of July 1, 2026, through June 30, 2027:

1) complete all education on coding and inpatient billing requirements as assigned by AHS.

This incentive shall be based on the physician's base salary during the measurement period. This incentive shall be paid by September 30, 2027. Physicians must remain employed by AHS at the time the incentive is paid in order to receive it.

ARTICLE VI - HOURS OF WORK & ADMINISTRATIVE TIME

A. Definition of 1.0 FTE 1.0 FTE employees shall receive the following hours of non-direct patient care time out of a 40 hour work week. For those less than 1.0, non-direct patient care time is prorated by FTE. SANs in specialties that currently receive non-direct patient care time shall continue to receive such time. Non-direct patient care time is allocated per half day of outpatient direct patient care work. **The maximum non-direct patient care time for physicians shall be 8 hours per week, prorated by** FTE. E-consults and resident physician outpatient precepting as defined by ACGME residency requirements, shall be considered direct patient care. Upon separation of employment, any clinical time owed below an employee's FTE will be deducted from their PTO payout.

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

D. Patient Access and Administrative Support Committee

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

E. Exempt Status and Overtime

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

F. Additional Shift Compensation

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

G. Shifts and Schedules

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

H. Lactation Accommodations

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

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

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

Article XV

B. PTO Accrual

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Effective as soon as is practical and in no event later than 30 days following ratification, Outpatient Pediatrics will be transferred to PTO.

PTO banks for employees from the first transfer to DTO in Pediatrics shall be made whole for the following amounts.

Name	Roll Over	Inpatient or Outpatient	DTO or PTO
Hodge	78	Inpatient	DTO
Hoffman	82	Outpatient (0.1 Inpatient)	PTO
Liang	126	Inpatient	DTO
Nguyen	64	Outpatient	PTO
Ponte	128	Inpatient	DTO
Savio	116	Inpatient (0.3 Outpatient)	DTO and PTO
Singer	104	Outpatient (0.1 Inpatient)	PTO
Singler	48	Inpatient	DTO
Sood	78	Outpatient	PTO
Tsuchimoto	48	Outpatient	PTO
Velek	102	Inpatient	DTO
Sebastian	n/a	Outpatient	PTO

Administrative Time

Article 12 Chiefs **& Chairs** :

Division Chief positions may be added, modified, or eliminated at the discretion of the department Chair in accordance with the medical staff bylaws**, AHS policy, and with the advance written approval of the CMO/CPE, and the AHS WORC Committee (or other committee designated by AHS management.)**

System-Wide Clinical Productivity and Performance Committee

AHS shall establish a system-wide committee, on which SEIU physician leaders agree to actively participate along with other non-SEIU and unrepresented physician leaders and stakeholders, to design and implement a consistent, transparent, and collaborative approach to evaluating clinical productivity across AHS that considers

not only physician output, but also patient access, staffing, scheduling, documentation, billing, patient complexity, and operational barriers. The Committee shall consist of department chairs, or their designee(s), and the CMO and the CEO, or their designee(s), and shall review, in order of priority: 1) Providing appropriate operational support staff, 2) physician staffing levels; 3) all administrative time allocations; 4) barriers to physician productivity, beginning with Departments and Divisions with observed disparities between documented productivity and compensation benchmarks (e.g., production at the 25th percentile and compensation at the 75th percentile), in order to make recommendations for efficiency to meet community need. Chiefs may be invited to specific meetings for input on departmental matters. AHS will provide administrative support to run the committee. AHS will provide access to compensation consultants, their reports, and reports generated by AHS administration regarding any priorities under the jurisdiction of committee, upon request, with the exception of documents and material subject to the attorney-client privilege, attorney work product privilege, or other privilege, as determined at the sole discretion of AHS.

As part of its review, the Committee will assess AHS scheduling and administrative systems and processes to identify opportunities for operational changes in support of efficient scheduling of patients for physicians. The Committee will meet for the first time no later than October 1st, 2026.

Nothing in this Article, or elsewhere in this MOU, shall be construed as a waiver by AHS of any management right available under law or this MOU.

The committee shall produce an initial report and recommendations regarding 1) the Departments and Divisions with disparities between documented productivity and compensation; and 2) administrative time allocations, by no later than January 15, 2027.

The Committee shall continue to monitor and evaluate the progress of those Departments and Divisions with productivity/compensation disparities on an ongoing basis through the term of the MOU.

Administrative time will remain status quo until June 30, 2027.

The Committee will make recommendations regarding support staff, physician staffing levels in specialties without significant productivity/compensation disparities and eliminating barriers to physician productivity, by March 1, 2027. For purposes of clarity, reports and recommendations regarding specialties with significant

productivity/compensation disparities are subject to the earlier January 15, 2027, deadline. Any recommendations shall be consistent with the medical staff bylaws.

AHS will provide the union with final recommendations on adjustments to additional administrative support, physician staffing levels, administrative time, and barriers to physician productivity no later than May 1, 2027. The union will bargain in good faith on implementation of these recommendations. Such discussions will be limited to forty-five (45) calendar days, after which AHS may implement some or all of the final recommendations.

~~**Monthly**~~ **Timecards.** All employees who are eligible for administrative time pursuant to this Section 6.B shall submit **biweekly** time cards. Failure to submit time cards for two consecutive months may result in suspension of the administrative role and the additional administrative time.

Stipend:

1. Chiefs shall receive a stipend of $20,000 per year.

Parental Leave

An employee who has a new child is entitled to unpaid parental leave of up to six months, the dates of which are to be mutually agreed upon by the employee, Division Chief, and Department Chair. The employee, Division Chief, and Department Chair will create an operational plan to backfill the position for the agreed to period of unpaid parental leave. This leave shall run concurrently with all leaves applicable under Federal and California law. In the event the proposed plan to backfill the employee's absence would require locums coverage past twelve weeks, AHS retains the right to deny any leave beyond the statutorily required minimum. Employees on unpaid parental leave may elect to use accrued PTO during the period of unpaid parental leave. All leaves approved prior to the ratification of this MOU will be upheld.

APPENDIX B: SEE REVISED ATTACHMENT