

# **AGREEMENT**

**between**

**ASIAN HEALTH SERVICES**



**and**

**SEIU LOCAL 1021**

**Specialty Mental Health Unit Employees**



**July 1, 2019 through June 30, 2020**

AGREEMENT BETWEEN AHS AND SEIU 1021 SPECIALTY MENTAL HEALTH UNIT

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**ASIAN HEALTH SERVICES**  
**July 1, 2019 through June 30, 2020**

**AGREEMENT**

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THIS AGREEMENT is for the period of July 1, 2019 through June 30, 2020 made and entered into on December 17, 2019 by and between Asian Health Services, hereinafter referred to as the "Employer," and SEIU Local 1021 Specialty Mental Health Unit employees hereinafter referred to as the "Union".

**WITNESSETH**

Section 1. Basic Principles

Whereas, a majority of the employees of the Employer in the collective bargaining unit covered by the terms of this Agreement have designated the Union as the collective bargaining agent, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees in this unit in all matters pertaining to wages, hours and working conditions.

The parties desire to establish a standard of conditions and procedures under which employees shall work for the Employer during the term of this Agreement and desire to regulate the mutual employment relations between the parties for the purpose of securing harmonious cooperation and settling of all disputes, by peaceful means, that may arise in the employee-employer relationship.

Section 2. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in this unit consisting of classifications and any newly created classifications to which like work is assigned as defined in Appendix A.

Section 3. Union Security

3.1 Membership

Within thirty-one (31) days after the beginning of this Agreement or within thirty-one (31) days of date of hire, whichever occurs later, each employee of the Employer within each bargaining unit shall be required to:

- A. Become and remain a member of the Union, or
- B. Pay to the Union an agency fee payment in an amount which may be less than, but will never be more than, the standard initiation fee, periodic dues and general assessments of the Union. The agency fee payment shall be established annually by the Union, provided that such agency fee will be used by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and condition of employment.

### 3.2 Notification to Union

The Employer shall supply the Union with the names, addresses and classifications of all newly hired employees and terminated employees in represented classes within thirty (30) calendar days of hire or termination.

Additionally, on a yearly basis, the Employer shall provide to the Union a list of all employees in represented classes which contains name, address, classification, and work location.

### 3.3 Payroll Dues Deduction

During the period of this Agreement, the Employer shall deduct Union dues or agency fees from an employee's wages for any employee covered by this Agreement who has voluntarily provided the Employer with a written authorization for such deduction. The Employer shall provide authorization forms to all current and new employees. The Union will notify the Employer in writing of the amount of percentage required for union dues and agency fees. Such deductions will continue for the duration of this Agreement. The dues and fees deducted will be transmitted by the Employer to the Union within a reasonable time after the applicable payday, but in any case postmarked within fifteen (15) calendar days of the payroll period pay date.

### 3.4 Deduction of Union Membership Dues or Agency Fee

Upon receipt of a written assignment and authorization signed by the employee on a form agreed to by the parties, the Employer agrees to deduct from the pay check of such employee the initiation fee of the employee if any, and any and all regular monthly dues required for Union membership or agency fee. The amounts so deducted shall be remitted by the Employer to the Union. The Union shall indemnify and hold the Employer harmless for the purpose of complying with any of the provisions of this check-off clause.

### 3.5 Committee on Political Education (COPE) Deduction

Employer will deduct, during the period of this Agreement, contributions to the Committee on Political Education (COPE) for each employee who submits to Employer, in writing, an appropriate payroll deduction authorization. Payment or non-payment of contributions to COPE shall not be a condition of employment.

### 3.6 Indemnification

The Union understands and agrees that the Employer assumes no liability in connection with the voluntary deductions made in accordance with this Article. Any question as to the correctness of the deductions authorized and made will be a matter to be resolved between the Union and the employee. The Union shall indemnify and hold the Employer harmless from any all claims, demands, suits, or any other action arising from any of the provisions of this Article.

## Section 4. Protection of Rights (Employer and Union Responsibility)

### 4.1 Strikes

The Union agrees not to engage in any strikes or stoppages of work during the term of this Agreement.

#### 4.2 Lockout

The Employer agrees not to engage in any lockout during the term of this Agreement.

#### Section 5. No Discrimination

There shall be no discrimination of any kind because of race, color, religious creed, national origin, sex, sexual orientation, gender identity, or gender expression marital status, political beliefs, veteran status or union activities against any employee by the Employer or by any one employed by the Employer, and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age or disability.

#### Section 6. No Harassment Policy

The Employer policies strictly prohibit harassment, including sexual harassment or any other forms of harassment, discrimination or intimidating or threatening acts constituting workplace violence. Employees who violate these policies will be disciplined up to and including termination.

#### Section 7. Americans with Disabilities Act (ADA)

Both the Employer and the Union agree to observe the provisions of this Agreement in accordance with the Americans with Disabilities Act.

#### Section 8. Employer and Union Responsibility

##### 8.1 Responsibility

The Employer and the Union pledge to abide by all regulations mutually agreed upon and to give each other fullest cooperation in order that harmonious relations may be maintained in the interest of both the Employer and the employees.

##### 8.2 Retained Rights

The right to hire, reassign, promote, demote, layoff, and discharge employees for just and lawful cause, and the Employer disposition and number of employees shall rest solely and exclusively with the Employer except where abridged by this agreement. Employees covered by this Agreement shall possess the right of appeal through the grievance procedure as provided by the terms of this Agreement.

#### Section 9. Union Business

##### 9.1 Union Officers and Stewards/Organizers

There will be a maximum of (3) officer/stewards, who shall be selected from among the employees in the manner determined by the Union. The Union will notify the Employer of the names of the officers and stewards. No employee shall be recognized by the Employer as a steward unless the Employer has received official notice from the Union of his/her selection.

## 9.2 Duties

Stewards/Organizers and Officers shall be allowed reasonable release time with pay for processing grievances or to represent unit members in meetings which may result in disciplinary action.

## 9.3 Union Business Representative

A duly authorized Union Business Representative shall be admitted to the worksite during normal working hours for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The duly authorized Union Business Representative of the Union shall notify management before or upon arriving at the worksite.

## 9.4 Bulletin Boards

The Employer will designate a bulletin board that the Union may use, provided that said use is restricted to official Union business, including the posting of notices of Local Union meetings and elections.

## 9.5 Use of Meeting Facilities

The Union shall be allowed the use of areas normally used for meeting purposes for meetings of Employer employees during non-work hours when:

- A. such space is available and its use by the Union is scheduled seventy-two (72) hours in advance;
- B. there is no additional cost to the Employer;
- C. it does not interfere with normal Employer operations;
- D. employees in attendance are not on duty and are not scheduled for duty; and
- E. the meetings are on matters within the scope of representation.

The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

## 9.6 Union Leave

The Employer may grant an employee a leave of absence without pay of up to six (6) months for purposes of doing non-Asian Health Services related Union business. An employee on Union Leave shall experience no loss of seniority.

## Section 10. Seniority

### 10.1 Definition of Seniority

Seniority shall be defined as combined continuous length of service within the defined bargaining units from the most recent date of hire.

Seniority shall be terminated by discharge for cause, voluntary resignation from the bargaining unit, twelve (12) consecutive months of unemployment, or failure to



report to work within five (5) business days of recall from layoff. Seniority shall not be affected or reduced by periods of authorized leave of absence or authorized reduction in work schedules.

## 10.2 Trial Service Period

A trial service period shall be established for all employees who are newly hired, transferred or promoted. The trial service period for non-exempt unit employees shall be ninety (90) days and one hundred and eighty (180) days for exempt unit employees for this unit.

New hires are not subject to the just cause provision of this Agreement during their trial service period.

## Section 11. Layoff

### 11.1 Order of Layoffs

When in the sole discretion of the Employer, a reduction in positions within a department(s) or classification(s) is determined to be necessary, layoff of employees in such department(s) and/or classification(s) shall occur as follows:

- A. At least thirty (30) calendar days prior to the layoff of employees, except in cases of emergencies, the Employer shall provide a written notice to the affected employees and the Union regarding its intent to layoff employees, and shall, upon request of the Union, meet with the Union regarding the effects of such layoff on the bargaining unit. The Employer shall consider alternatives to the layoff as may be proposed by the Union.
- B. Prior to any layoffs within a designated department(s) and/or classification(s), other employees in the same department(s) and/or classification(s) shall be afforded the opportunity to volunteer for layoff first. Such volunteers will be accepted for layoff only if the Employer determines that the remaining employees include employees with sufficient skills and ability to perform the remaining work.
- C. In the event of layoffs, the principal of seniority shall govern, therefore, the last employee hired into the bargaining unit shall be the first employee laid off provided the remaining employees by virtue of prior training and experience can perform the work. However, employees hired in limited term grant funded positions may not bump other employees regardless of seniority.
- D. For the purposes of determining seniority related to layoffs only, the following unit members who were hired as AHS temporary employees with the same hired date of June 30, 2016 have been determined to have the following seniority ranking with number #1 being the most senior. In the event that two employees have the same ranking, seniority will be determined by a coin toss.

<u>Last Name First Name</u>	<u>Seniority</u>
Nguyen, Thuy Kelly	1
Dang, Khoa An	2
Saechao, Tseng Seang	3
Nguyen, Cindy Y	4

Saechao, Linda	<u>5</u>
In, Rene	<u>6</u>

#### 11.2 Reinstatement List

Employees who are laid off shall be placed on a reinstatement list for a period of twelve (12) months from the date of layoff. Recall from layoff shall be in reverse order of layoff; that is, the last employee laid off that can perform the available work shall be the first recalled.

#### 11.3 Recall

Employees who are being recalled to duty will be notified by certified letter and are required to respond to the Employer within five (5) business days of the date of notification. It is the employee's responsibility to notify the Employer of any change of address. Failure of an employee to respond within the time limits shall be considered a refusal of the offer and a forfeiture of the employee's recall rights.

#### 11.4 Severance Pay

Regular employees who have worked for Asian Health Services for at least two (2) years that were laid off, will receive severance pay based on the following schedule:

<u>Years of service</u>	<u>Severance Pay</u>
2-5 years	1 week
6-9 years	2 weeks
10 or more	3 weeks

Severance pay shall be based on the employee's pay at the time of separation. Severance pay will not be offered if an entire program or Asian Health Services closes.

### Section 12. Hours of Work

The normal workday is seven and one-half (7½) hours. There shall be a one-half (½) hour unpaid lunch period and a fifteen (15) minute paid break taken mid-day in the morning and a fifteen (15) minute paid break midway in the afternoon. Any change in hours of work must be approved in advance by an employee's supervisor.

#### 12.1 Overtime Rate

The overtime rate shall be one and one-half (1½) times the straight-time rate for work performed in excess of eight (8) hours in one day or forty (40) hours in a week. The above rates only apply to non-exempt employees identified in Appendix A.

### Section 13. Temporary Employees

No position shall be filled by a temporary employee for more than six (6) months unless the temporary employee is replacing a regular employee on leave.

Positions that are filled on a temporary basis in excess of the above time limits shall be filled on a regular basis as provided in Section 14.

For temporary openings lasting ninety (90) or more days, notice of such openings shall be posted on the bulletin board for five (5) days before such opening is filled.

#### Section 14. Job Bidding/Promotional

All classifications covered by this Agreement that become vacant, or any newly created position that is to be covered by this Agreement, shall be internally posted for five (5) work days before being posted externally.

The most qualified internal applicant shall be chosen for the vacant position. For purposes of this Section, only employees who have been in their current position for at least one (1) year will be considered internal applicants. Employees with less than one (1) year in their current position but who have been in their current position at least six (6) months can apply for a vacant position but will be considered external applicants. If two (2) internal applicants are equally qualified, the most senior employee shall be awarded the job.

The Employer will hire external applicants if there are no qualified internal applicants.

#### Section 15. Salary Structure

Employees shall be paid wages as set forth in Appendix A.

- A. Appendix A incorporates an agreed upon 2.5% cost of living adjustment (COLA) effective the first full pay period after union ratification.
- B. Ratification: Effective the first full pay period after Union ratification, a signing bonus will be conferred to unit members in paid status representing the value of 2.5% base salary increase minus applicable state and federal taxes representing the period of July 1, 2019 to the pay period before the ongoing 2.5% salary increase is implemented.
- C. One Time Incentive: One time performance incentive payment for **individual employee** productivity during the period of January 1, 2020 – June 30, 2020 (see below). This provision becomes obsolete at 11:59 pm on June 30, 2020 and does not continue to a successor MOU.

Eligibility:

- 1) Employee must be a current employee in paid status at the time of distribution of the performance incentive (August 2020) and
- 2) Employees must be a current SMH unit member and hired on or before January 1, 2020 and
- 3) Productivity will be measured for the months of January 1, 2020 to June 30, 2020 and
- 4) All applicable state and federal taxes will be deducted from the performance incentive amount and
- 5) Performance Incentive distribution shall be as follows:

AGREEMENT BETWEEN AHS AND SEIU 1021 SPECIALTY MENTAL HEALTH UNIT

Recommended Performance Incentive	Performance Productivity Benchmarks For positions in this bargaining unit only
\$400.00 (pro-rated for less than full-time)	If an individual employee averages 57% or more over the period of January 1, 2020 to June 30, 2020.

- D. Each salary range in this bargaining group will be increased by 0.25 percent upon final verification of productivity and only if the final productivity report for the period of January 1, 2020 – June 30, 2020 shows that the entire bargaining unit average for that period is at 57% or above. If payment will be made under this section, payment will be conferred after all paperwork is submitted by staff and confirmed by the County which will likely occur in August of 2020 but the effective date of the 0.25% increase will be as of the pay period following June 30, 2020. If the entire bargaining unit average is less than 57% the 0.25% shall not be conferred.

Section 15.1 Licensing Requirement Fees and Continuing Education Fees

Reimbursement of up to a maximum of \$500 each calendar year for licensed-track and licensed clinicians for licensing requirements, registration, and applications.

Continued Education Courses (37.5 hours).

Section 16. Reporting Pay

Employees who are scheduled to report to work on a non-regularly scheduled work day and who do so, shall receive a minimum of two (2) hours of work or if two (2) hours of work is not provided, two (2) hours of pay.

Section 17. Out of Class Pay Differential

Employees who are temporarily assigned the duties of a higher classification will be paid an additional five percent (5%) upon the completion of three (3) consecutive work days or three (3) non-consecutive workdays when assigned in advance to a reoccurring work in a higher class assignment retroactive to the first day of the assignment.

Section 18. Performance Evaluations

Each employee shall be reviewed within thirty (30) days of the employee's anniversary date by his/her immediate supervisor.

The performance evaluations shall be completed on the Asian Health Services evaluation form, which shall provide that the recipient has the right to respond to the evaluation.

The evaluation and any responses shall be kept in the employee's permanent file.

### Section 19. Personnel Files

Asian Health Service shall maintain one official personnel file per employee. Employees shall have the right to inspect and review any official record(s) relating to his/her performance. The contents of such records shall be made available to the employee for inspection and review by appointment during the regular business hours no later than 10 business days. Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in the employee's personnel file shall be given to the employee who shall have the right to respond in writing to said documents.

Employees shall be provided an opportunity to respond in writing within 10 business days to any information that is in the employee's personnel file about which s/he disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent personnel record.

Employees may authorize their Union representative to inspect, review and obtain copies of their personnel records.

### Section 20. Holidays

All employees will be entitled to the following twelve (12) holidays per year of which ten (10) are full days and two (2) are half days:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Thanksgiving Day
Lunar New Year	Day after Thanksgiving
President's Day	Christmas Eve (½ day)
Memorial Day	Christmas Day
Independence Day	New Year's Eve (½ day)

All employees are entitled to two (2) floating holidays. per fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>). The floating holidays, which replace the Spring and Indigenous People's holidays, shall be taken scheduled in advance the same as vacation (See MOU Section 21.5 - Vacation Scheduling, below), taken within the fiscal year and shall not carryover and are not available for cash out.

#### 20.1 Eligibility

An employee must be in pay status the day before and day after the holiday to receive holiday pay.

#### 20.2 Saturday Holiday Bonus

Employees who are scheduled to work on a Saturday of a Thanksgiving and/or a Christmas holiday weekend shall receive a Thirty Dollar (\$30.00) bonus payment.

#### 20.3 Weekend Holidays

When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. If the preceding Friday or succeeding Monday is also a holiday, then the holiday is observed on the next preceding or succeeding work day.

#### 20.4 Part-time Employees

Holidays for part-time employees shall be pro-rated based on scheduled hours, as a percentage of the full-time schedule.

#### 20.5 Half-Day Holidays

The parties agree that a "half-day" is equivalent to 3.75 hours. Therefore, employees are expected to work from 9:00 to 12:45 on the Half-Day Holidays.

### Section 21. Vacation Leave

#### 21.1 Accrual Rate

Regular full-time employees accrue vacation leave on a per pay period basis. Temporary employees are not entitled to vacation leave accrual.

The amount of vacation leave that all eligible employees accrue is dependent upon his/her length of employment as shown below:

<u>Years of Continuous Employment</u>	<u>Annual Accrual Rate</u>	<u># Hours</u>	<u>*Maximum* Cumulative Hours</u>
1 through 5 years	12 days	90.00	180.00
6 through 10 years	17 days	127.50	255.00
11 through 15 years	20 days	150.00	300.00
16 years	21 days	157.50	315.00
17 years	22 days	165.00	330.00
18 years	23 days	172.50	345.00
19 years	24 days	180.00	360.00
20 and more years	25 days	187.50	375.00

*\*These numbers shall be prorated for regular part-time employees.*

New employees may accrue vacation leave during their trial service period. However, they are limited to using those accrued days only after a successful performance evaluation following the end of trial service period or at the discretion of the Supervisor.

The maximum carry-over of vacation is two times (2X) an employee's annual accrual rate.

For the term of the Agreement, vacation accrual under this section is capped at the allowed maximum cumulative hours as set forth above.

#### 21.2 Illness During Vacation

Vacation time lost due to illness or injury may be charged to sick leave, subject to the rules governing sick leave.

#### 21.3 Vacation Pay Upon Separation

Upon separation all employees, except those who have not completed their trial

service period, are eligible for payment of unused and accrued vacation time.

#### 21.4 Vacation Cash-Out Restriction

Vacation in the amount of 37.5 hours will be cashed out only in the following circumstances:

1. The vacation was requested in a timely manner per MOU Section 22.5, Vacation Scheduling.
2. Staff is at or near the vacation maximum cumulative hours.
3. The vacation request was denied due to operational needs.
4. The cash-out is reviewed and approved by the HR Director.

#### 21.5 Vacation Scheduling

All vacation shall be granted according to a schedule approved by the employee's supervisor. An employee may submit a written vacation request to their immediate supervisor. The immediate supervisor shall approve or deny the vacation and notice shall be provided to the employee within twenty (20) working days of the supervisor's receipt of the employee's written request. If no response is provided to the employee from their immediate supervisor that the request was originally made to, then the request shall be deemed approved on the twenty first (21st) working day from the date of the vacation was originally submitted. However, under no circumstances shall such employee request under this provision shall be made more than 90 days from the first day of the proposed vacation request.

Whenever the Employer is unable to grant requests from two (2) or more employees within a department for the same vacation time off, and the parties cannot arrive at a mutually satisfactory solution, the employer will give preference to the senior employee in the department to the extent consistent with the operational needs of the Employer. An employee that is given seniority priority under these circumstances may not be given priority the next time if a scheduling request conflicts with the same employee(s) denied the time before.

### Section 22. Sick Leave

#### 22.1 Sick Leave/ Stress Management Leave

Sick Leave/Stress Management Leave allowance may be used due to an employee's illness or injury, illness in the employee's immediate family (spouse, children, parents and domestic partner) for medical appointments for the employee or the employee's immediate family and to prevent emotional/physical exhaustion to the point where s/he is unable to perform his/her duties. Except in emergency circumstances, medical appointments should be scheduled in advance with at least two (2) days' notice to the supervisor for coverage purposes.

Sick leave allowance shall be paid at the employee's regular pay for those regularly scheduled workdays within the normal workweek(s) that the employee would have worked had the illness or injury not occurred. Accumulated sick leave allowance is not payable at time of termination.

#### 22.2 Eligibility

All regular employees are eligible for sick leave allowance. Sick leave is prorated for part-time employees.

New employees will accrue sick leave during their trial service period. However, they are limited to taking those accrued days only after their trial service period is completed or at the discretion of the supervisor.

### 22.3 Accrual

Sick leave is accrued at 3.462 hours per pay period. Upon commencing employment, all eligible employees are allowed one (1) day of sick leave per month or ninety (90) hours per year (prorated for less than full-time). Unused sick leave may be accumulated to a maximum of 120 hours. Each employee who uses 7.5 hours or less (prorated for part-time employees) sick leave in a quarter shall receive One Hundred Dollars (\$100.00) for that quarter.

### 22.4 Stress Management Leave

Stress Management Leave may be taken for a maximum of two (2) consecutive working days and limited to a maximum of four (4) days per year. Stress Management Leave is deducted from an employee's sick leave accrual.

### 22.5 Integrated Sick Leave

In cases where an employee is eligible to receive State Disability Insurance (SDI) benefits or Workers' Compensation, the employee shall receive full disability payment plus such portion of accrued sick leave that shall aggregate to an amount equal to but not exceeding the employee's regular rate of pay. When accrued sick leave is exhausted, at the employee's option, integration shall be done with accrued vacation.

### 22.6 Donation of Leave

Employees may donate accumulated leave to another employee who has exhausted his/her paid leave balances due to catastrophic illness as provided in the Employer's Catastrophic Leave Policy in Section 24.9.

### 22.7 Use During Vacation

Sick leave may not be used for vacation leave purposes or for extension of vacation leave. An employee on paid vacation who becomes ill or disabled for one (1) or more days may receive sick leave pay allowance for the time of disability. The supervisor may require medical certification for employees converting the vacation time to sick leave of more than five (5) days.

If the employee is absent due to illness for five (5) consecutive workdays, or when the employee is sick the day before or the day after a designated holiday or vacation day, the supervisor may require certification of illness. If there is indication of sick leave abuse, a sick leave certification may be required even if the absence is less than five (5) days.

### 22.8 Medical Release

An employee returning to work from sick leave may be required to provide a written authorization from the treating health provider to return to work, regardless of his/her length of absence. Such an authorization must specify in detail whether there are any restrictions or limitations on the employee's ability to perform his/her regularly assigned duties. If so, the nature and duration of such restrictions should



be indicated.

#### 22.9 Catastrophic Leave

A catastrophic leave program is in effect for employees with catastrophic illness whereby employees may donate accumulated leave to another employee who has exhausted his/her paid leave balances. The leave shall be donated on an hour for hour basis.

Employees on paid catastrophic leave shall be required to integrate all disability benefits for which they are eligible with donated leave to a maximum of their regular salary.

#### Section 23. Family and Medical Leave

The Employer will comply with applicable state and federal family leave statutes. Notwithstanding the provisions of any other leave pursuant to this Article, a regular employee with at least twelve (12) continuous months of service and who has worked at least 1250 actual hours during the previous twelve (12) months may be entitled to up to twelve (12) work weeks of family and medical leave without pay for 1) the birth or placement of a child for adoption or foster care; 2) leave to care for an immediate family member (spouse, child, parent or domestic partner) with a serious health condition; or 3) leave when the employee is unable to work because of a serious health condition. The Employer will calculate family leave entitlement on a "rolling" 12-month period measured backward from the date an employee uses any family leave.

Employees seeking to use leave pursuant to this paragraph may be required to provide 1) thirty (30) days advance notice if the need for such leave was foreseeable, 2) medical certification of the need, 3) periodic medical re-certification, and 4) periodic reports during such leave.

The Employer will maintain group health and dental insurance coverage for an eligible employee during the period of medical leave. The Employer's and employee's contribution for such coverage will be the same as though the employee was continuing at work. If it becomes necessary to extend the leave beyond twelve (12) weeks, the Employer will offer the employee the opportunity to pay the health benefit premiums for the coverage to continue during the additional period. Employees shall return at the same benefit and leave accrual status as prior to the leave. Family and medical leave will not be considered a break in service.

Employees covered by State Disability Insurance (SDI) may also be entitled to up to six (6) weeks of partial wage replacement under the Paid Family Leave Program in the event the employee cannot work due to the need to care for a child, parent, spouse, or registered domestic partner, or to bond with a new child.

#### Section 24. Long Term Disability Leave

Long Term Disability Leave (LTD) must be approved by the Employer and must meet the requirements of the Employer's Long Term Disability insurance carrier. Regular full-time and part-time employees are eligible after completion of their trial service period. To qualify, the employee must be under the care of and certified as disabled by a licensed physician. The employee is required to provide a physician's diagnosis, prognosis and treatment.

Section 25. Bereavement Leave

In the event of death in the family, bereavement leave will be granted up to three (3) days with pay. If the employee has to travel out of State or the country for the funeral, the employee may use up to two (2) additional days of sick leave. This applies to the deaths of immediate family defined as spouse, children, parents, parents-in-laws, grandparents, siblings and domestic partners. This benefit applies to all regular employees regardless of the full-time or part-time status.

Employees requesting bereavement leave shall notify their manager for approval.

Section 26. Personal Leave of Absence

An employee may be granted a Personal Leave of Absence without pay at the discretion of the Chief Executive Officer or her designee and without recourse to the grievance and arbitration procedures of this Agreement.

An employee may apply for a Personal Leave of Absence after employment of at least one (1) year of service.

A request, with an explanation for the leave must be submitted in writing for approval. Personal leaves must be considered on an individual basis and will be granted only when it is in the best interest of both the Employer and the employee to do so.

Six (6) months is the maximum allowable leave of absence except in special circumstances when up to a one (1) year leave may be granted.

Section 27. Jury Duty

Asian Health Services shall not in any way obstruct the participation of any employee to serve on jury duty or to act as a witness in a legal proceeding. Employees will be paid a full salary while on jury duty. Employees are required to turn in any jury duty subsidy to Asian Health Services.

Employees must notify their supervisor as soon as they receive notification that they have been selected for jury duty. During jury duty, employees are expected to report to work if they are placed "on call" by phone or are not needed in court.

Benefits and leave accrual will not be affected by jury duty.

Section 28. Military Leave

Asian Health Services shall abide by the provisions of applicable State and Federal Laws with respect to leave for military services.

Military leave that is three (3) months or less shall not constitute a break in service and will not impact the employee's anniversary date. A military leave that is more than three (3) months will cause the employee's anniversary date to be moved back in time equal to the length of the leave.

An employee shall be given the opportunity to pay for his/her own health benefits during the military leave of absence.

## Section 29. Health and Welfare

### 29.1 Medical Plan

The Employer will maintain the current level of health and welfare coverage throughout the term of the Agreement.

In the event the health premiums increase during the term of the Agreement the Employer will pay the increase based on the employer and employee contribution percentages referenced below. The Employer's contribution for employee health benefits, regardless of plan selection, will be based on the following schedule:

Employee Only	100%
Employee + 1	100% of employee, 50% of first dependent
Employee + 2 or more	100% of employee, 50% of first dependent; 75% of all additional dependents

Employees using Asian Health Services as their primary care preferred provider pick up thirty percent (30%) of the employee contribution cost.

No new or additional current employees are eligible for enrollment in the Asian Health Services PCP plan.

### 29.2 Dental and Vision Plan

The Employer will contribute the following amounts towards employee dental and vision benefits:

Employee	100%
Employee + dependents	100% of employee, 50% of all dependents

### 29.3 Cafeteria Plan

Qualified employees have the option to participate in a Medical Reimbursement Plan and Dependent Care Expense Reimbursement Plan under IRS Code Section 125 also known as a Cafeteria Plan. Under this plan, employees can elect to pay reimbursable expenses for eligible out-of-pocket medical or dental expenses and for the cost of providing care for qualified dependents on a pre-tax basis, as allowed by the IRS. The plan works on salary redirection based on an irrevocable amount determined at the beginning of the Plan Year or upon eligibility by a new employee. Reimbursement of expenses is obtained by filling out a claim form and attaching receipt or proof. Money not claimed at the end of the Plan Year is forfeited to the Plan.

### 29.4 Pay in Lieu of Medical Benefits

Employees who elect not to participate in a group hospital medical plan shall receive one-half ( $\frac{1}{2}$ ) the Kaiser single rate in cash in lieu of medical coverage. To be eligible, an employee must be covered by similar medical coverage from another source. Proof of coverage is required.

## Section 30. Asian Health Services 403b Plan

The Employer offers regular employees (who work at least twenty (20) hours a week) the opportunity to voluntarily contribute to a 403(b) Plan. Employees may

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begin making voluntary contributions to the plan at any time during their employment.

During the term of this Agreement, the Employer will make a non-elective contribution of up to three percent (3%) of an employee's regular gross pay to the 403(b) plan with no contribution for overtime, on-call pay or bilingual premium pay.

In addition, the Employer will make a matching contribution of Fifty Cents (\$.50) for every dollar (\$1.00) an employee contributes to the 403(b) plan to a maximum additional two percent (2%) of base salary, subject to the vesting schedule set forth in the 403(b) plan.

The non-elective and matching contributions begin after a ninety (90) eligibility period, counting from the date of hire as a regular employee.

Employees may choose to contribute into the account by direct payroll deduction. The maximum contribution to the 403(b) plan is limited to a legally determined maximum amount.

### Section 31. Life Insurance

Each employee shall be covered by a Twenty Five Thousand Dollar (\$25,000) term life insurance policy with an accidental death and dismemberment provision for an amount equal to the employee's life insurance benefit. Employees are eligible for life insurance coverage upon completion of their trial service period.

### Section 32. Physical Examination

Employees are responsible for providing annual medical certification as required by the Employer.

### Section 33. Health and Safety

Both parties agree to promote a safe and healthy working environment for all its employees. Safety and health is a major factor in every function and plays an important consideration in the Employer's operations. To this end, the Employer will ensure that every reasonable effort will be made in the interest of accident prevention, fire protection and health preservation.

#### 33.1 Health and Safety Committee

The Employer and the Union shall maintain a joint Health and Safety Committee for the purpose of promoting work place health and safety.

The membership of the Health and Safety Committee will include 1 member of SMH.

#### 33.2 Right to Know

All employees shall be informed of their "right to know" about hazardous substances to which they may be exposed or with which they may come in contact on the job.

### Section 34. Discipline and Discharge

The Employer may discipline or discharge an employee who has completed his/her

trial service period for just cause or for violating the terms of this Agreement.

An employee who has completed his/her trial service period will not be disciplined or discharged without cause. Ordinarily, the principle of progressive discipline will govern in order to give the employee advance notice whenever possible, regarding problems with their conduct or performance. However, any, all or none of the steps of progressive discipline may be used depending upon individual circumstances and the nature of the violation.

Employees shall be advised of their right to representation at disciplinary meetings. Failure to notify the employee shall not be a basis for appealing the discipline.

### Section 35. Grievance and Arbitration

Most work-related problems can be solved by regular, open communication between employees and their supervisors. Occasionally, however, a different approach may be necessary to resolve a grievance.

#### 35.1 Grievance Definition

The purpose of the procedure set forth below is to provide the Employer and the Union an orderly means of resolving disputes that may arise between them. The Union agrees this procedure shall be the exclusive means for the resolution of employees and Union grievances or claims against the Employer.

A grievance is a claim by an employee or the Union against Asian Health Services concerning the interpretation or application of any provision of this Agreement. A grievance regarding discipline, suspension or discharge must be filed within ten (10) calendar days following the date of discipline notice. All other grievances must be filed within fourteen (14) days following the date the employee reasonably should have been aware of the problem. All grievances shall be handled in accordance with the procedure that follows:

#### 35.2 Representation

The employee shall have the right to representation by a Union Officer, Steward/Organizer and/or Union Field Representative at any step of the grievance procedure.

#### 35.3 Procedure

##### Step 1.

The first step to address grievances is for the employee to contact his/her immediate supervisor with a statement of the grievance. The supervisor will make every effort to arrive at a prompt resolution of the grievance by investigating the issue and responding within seven (7) calendar days. If the grievance directly involves the supervisor or department head, and the employee believes s/he may not reasonably demonstrate objectivity in the situation, the employee may immediately proceed to Step 2.

##### Step 2.

If the grievance is not satisfactorily resolved in Step 1, the grievant, or his/her representative may appeal the decision to the Human Resources Director or designee within seven (7) calendar days of receipt of the answer. The Human Resources Director or designee shall schedule a meeting to hear the grievance

within fourteen (14) calendar days of receipt of the grievance. The Human Resources Director or designee shall reply to the grievance within seven (7) calendar days following such meeting.

All grievances filed at Step 2 shall be submitted no later than thirty (30) calendar days (fifteen (15) calendar days in the case of discharge or suspension) after

- A. the date the action complained of occurred;
- B. the date the action complained of should have occurred;
- C. the date the grievant could have reasonably known of the action; or
- D. the date the grievant could have reasonably known of the action not occurring.

Step 3.

If the grievance is not satisfactorily resolved in Step 2, or if no answer is given within time specified, the Union may, by written notice to the Human Resources Director within fourteen (14) calendar days after the step 2 response, or the last day on which the answer was due if none was given, request the grievance be submitted to arbitration, as provided in Section 37.4.

35.4 Arbitration

- A. **Selection of Arbitrator.** In the event arbitration is requested, the Employer and the Union shall meet within fourteen (14) calendar days of the notice requesting arbitration and shall select an arbitrator to hear and resolve the grievance. In the event the parties are unable to agree upon an arbitrator, they shall request a panel of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. Within seven (7) calendar days after receipt of that panel, the parties shall meet to select the arbitrator.

They shall flip a coin to determine which party will strike the first name from the panel, and then shall proceed by alternately striking names from the panel until one (1) name remains. The arbitrator selected shall hear the grievance as expeditiously as possible.

- B. **Expenses.** The expenses of the arbitrator and court reporter, if any, shall be shared equally by the parties and the parties shall bear the cost of their own representation and witnesses. If an employee gives testimony in connection with the grievance procedure during work hours, the employee will suffer no loss in pay.
- C. **Authority of Arbitrator.** The arbitrator selected shall not have the jurisdiction to add to, subtract from, change, alter or modify any of the terms of this contract or to substitute his/her judgment of the Employer where the Employer has not violated the Agreement. Decisions of the arbitrator on issues properly before them are final and binding on the parties.

Section 36. Labor Management Relations Committee

The Employer and the Union recognize that the holding of periodic meetings for the exchange of views and information may contribute to the effectiveness of the labor-management relationship. Therefore, the parties shall continue meetings of the Labor Management Relations Committee, in accordance with the provisions of this Agreement for the purpose of discussing all matters of interest or concern in

the area of health and safety, training and personnel policies and practices and matters affecting working conditions.

The Labor Management Relations Committee shall meet as requested by either party, but the parties shall not be required to meet more often than quarterly at Asian Health Services, or other mutually agreed location. At least forty-eight (48) hours prior to the scheduled date of the meeting, the parties will exchange agenda items. Union representatives will receive release time with pay to attend such meetings.

Asian Health Services and the Union shall be entitled to the following equal membership on the Labor Management Relations Committee:

- A. Two (2) representatives from the Union, and
- B. Two (2) representatives from Management shall comprise the committee.

The Employer and Union shall be entitled to bring necessary consultants and field representatives to attend Committee meetings.

Meetings will be held during normal working hours at a time mutually agreed upon by the Employer and the Union.

#### Section 37. Reimbursement for Business Travel Expenses

Asian Health Services will reimburse employees for mileage, tolls and parking expenses when employees use their car on Employer business. The Employer requires that employees who use their personal cars on Employer business carry auto insurance. A current Certificate of Insurance and a verification of a California Driver's License must be on file with the Employer.

Business travel is reimbursed at IRS allowable rate. Receipts are required for parking and toll charges. Costs of insurance premiums and traffic fines are not reimbursable.

Employees who use public transportation shall be reimbursed for actual fares.

#### Section 38. Transportation Vouchers

Transportation vouchers in the amount of Forty Five Dollars (\$45.00) shall be provided to employees who commute to work on public transportation. Public transportation includes bus, BART, ferry, train, etc. The transportation voucher amount will be Thirty Dollars (\$30.00) for part-time employees who work at least twenty (20) hours per week.

#### Section 39. Time Off to Vote

An employee whose regular work hours will otherwise deprive him/her of an opportunity to vote in a statewide election may request time off to vote. If the employee on the third (3rd) working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the Employer at least two (2) working days' notice that time off for voting is desired, in accordance with the law. Up to two (2.0) hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and require the least time



off work.

#### Section 40. Agreement

##### 40.1 Term of Agreement

This Agreement shall be effective July 1, 2019 and shall remain in full force and effect to and including the 30<sup>th</sup> day of June, 2020 and, except as specifically noted, shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of June or the first day of June in any subsequent year either party shall file a written notice with the other of its desire to amend, modify, or terminate this Agreement.

##### 40.2 Amendment

The parties may, by mutual agreement, agree to amend or add to any provision of this Agreement. However, any such amendment or modification must be in writing, executed by the duly authorized representative(s) of each party, and any oral modification or amendment shall be of no force or effect.

##### 40.3 Separability

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction or as a result of any applicable local, state or federal law or regulatory provision thereof, such invalidation of such section, clause or provision shall not invalidate the remaining portion hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. The parties shall meet and negotiate replacement language for any provision which may be found to be in conflict with applicable law.

##### 40.4 Communication

Any official communication under this Agreement shall be sent to the Union at:

447 29<sup>th</sup> Street  
Oakland, CA 94609  
Attention: Field Representative for Asian Health Services

The address of the Union building is:

100 Oak Street  
Oakland, California 94607,

and the Employer at:

Asian Health Services  
101 8<sup>th</sup> Street, Suite 100  
Oakland, California 94607, Attention: Chief Executive Officer

or such other addresses as the parties shall from time to time by notice direct.

##### 40.5 Scope of Agreement

This Agreement for the period **of July 1, 2019 through June 30, 2020**, fully and completely incorporates the understanding of the parties and constitutes the sole and entire agreement between the parties on any and all matters subject to collective bargaining. Neither party shall, during the term of this Agreement, demand any change therein nor shall either party be required to bargain with



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respect to any matter. Without limiting the generality of the above, both parties in their own behalf and on behalf of their respective members bound, waive any right to demand of the other any negotiating, bargaining or change during the life of this Agreement with respect to pensions, retirement, health and welfare annuity or insurance plans, or respecting any question of wages, hours, or any other terms or conditions of employment, provided that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual agreement.

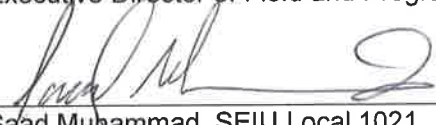


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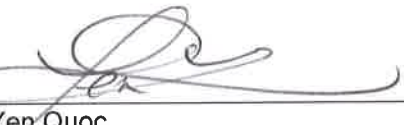
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 17<sup>th</sup> day of December 2019.

SEIU LOCAL 1021

By   
John Stead-Mendez, SEIU Local 1021  
Executive Director of Field and Programs


By   
Saad Muhammad, SEIU Local 1021  
Field Representative

By   
Mark Won

By   
Yen Quoc

ASIAN HEALTH SERVICES

By   
Vance Yoshida, President  
Board of Directors

By   
Sherry Hirota  
Chief Executive Officer

By   
Dania Torres Wong  
Negotiator for Asian Health Services

By   
Lilybell Nakamura  
Human Resources Director



AGREEMENT BETWEEN AHS AND SEIU 1021 SPECIALTY MENTAL HEALTH UNIT

APPENDIX A

Job Title	Annual Salary: 12/22/19 to 06/30/20									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
SMH Community Health Specialist	41,652.00	42,744.00	43,894.50	45,006.00	46,137.00	47,248.50	48,399.00	49,491.00	50,622.00	51,753.00
SMH Counselor I	34,164.00	35,178.00	36,211.50	37,245.00	38,278.50	39,312.00	40,345.50	41,379.00	42,412.50	43,446.00
SMH Counselor II	38,844.00	39,897.00	40,950.00	41,983.50	43,036.50	44,089.50	45,123.00	46,176.00	47,229.00	48,282.00
SMH Counselor III	49,822.50	50,875.50	51,928.50	52,981.50	54,054.00	55,107.00	56,160.00	57,213.00	58,266.00	59,338.50
SMH Counselor IV	67,431.00	68,464.50	69,498.00	70,531.50	71,584.50	72,618.00	73,651.50	74,685.00	75,718.50	76,752.00
SMH Data Entry Specialist	32,604.00	33,637.50	34,671.00	35,704.50	36,738.00	37,771.50	38,785.50	39,819.00	40,852.50	41,886.00
SMH Patient Services Representative	32,604.00	33,637.50	34,671.00	35,704.50	36,738.00	37,771.50	38,785.50	39,819.00	40,852.50	41,886.00

**APPENDIX B**  
**ASIAN HEALTH SERVICES**  
**RECLASSIFICATION PROCEDURE**

**Purpose**

Asian Health Services (the "Agency") and SEIU Local 1021 (the "Union") believe it is important to maintain a fair and equitable reclassification system. Because duties and responsibilities may change, the parties have agreed to the following procedure to review the reclassification of existing positions.

Decisions regarding reclassifications shall be based on whether substantial and permanent changes have been made in the level of duties and responsibilities of the position.

The following shall not serve as a basis for reclassification: (1) an increase in the volume of work; or (2) a temporary out-of-class assignment.

**Request for Reclassification Procedure**

1. Submission of Request: A request for reclassification may be initiated by a manager or by an employee. The affected employee must be a regular employee who has worked in his/her current position for at least one (1) year and has been performing the work, which is the basis for the reclassification request, for at least six (6) months before the reclassification request. To make a request for reclassification, a manager or employee shall submit a request for reclassification to the Human Resources Department (HR). The request shall include:
  - a. A completed Reclassification Request Form; and
  - b. Any additional supporting documentation.

Upon receipt of the reclassification request, HR shall retain the original; provide a copy to the employee and forward a copy to the Union Representative.

2. Deadlines for Submitting Requests: Reclassification requests will be considered twice per year. The deadlines for submitting requests shall be the last business day each in January and July.
3. Review of Reclassification Request: HR shall process the reclassification request and shall make a recommendation based on the following:
  - a. The completed Reclassification Request Form;
  - b. Desk audit, if deemed necessary;
  - c. Internal or external audits of other similar or related positions as necessary;
  - d. Interviews with the employee and employee's supervisor and/or manager, as necessary; and
  - e. Any other relevant information.

4. Employee Notification: HR shall inform the affected employee and the Union in writing of the reclassification request decision not more than ninety (90) days following the deadline for the submission of the request.
5. Implementation of Reclassification: If the reclassification request is approved, the employee shall receive any wage increase corresponding to the reclassified position effective no later than June 15 for requests received by February 27, 2004 and January 31 of every year thereafter and December 15 for requests received by July 31.
6. Appeal:
  - a. If a reclassification request is denied, the affected employee or the Union may file an appeal in writing within ten (10) business days of the denial to the Director of Human Resources requesting that the denied reclassification request be reviewed by the Labor-Management Committee (LMC) Reclassification Review Panel. The Review Panel shall convene, review the request and issue a decision within thirty (30) days of the deadline for filing an appeal.
    - i. If the Panel is able to reach a decision, the decision of the Review Panel is final.
    - ii. In the event of an impasse at the Review Panel, the Director of Human Resources shall forward the reclassification request to the Chief Executive Officer. The Chief Executive Officer shall render the final decision within thirty (30) days of the Review Panel's impasse.
  - b. The Director of Human Resources shall inform the Union of the Appeal decision.
  - c. There will be no further appeals.
7. Reapplying for Reclassification:
  - a. An employee who has applied for and received reclassification may not apply for another reclassification of the same position, unless the job duties subsequently change enough to warrant a reclassification (as defined herein), for at least two (2) years from the date of the last reclassification request.
  - b. An employee who has applied for and been denied a reclassification may not reapply for a reclassification of the same position unless the employee's job duties are changed and are inconsistent with the job description for the employee's classification subsequent to the denial.

