

TABLE OF CONTENTS

	Page
ARTICLE 1 UNION REPRESENTATION	1
ARTICLE 2 NON-DISCRIMINATION AND INDIAN PREFERENCE	2
ARTICLE 3 UNION MEMBERSHIP	2
ARTICLE 4 MANAGEMENT RIGHTS	3
ARTICLE 5 HOURS OF WORK AND OVERTIME	4
ARTICLE 6 INTRODUCTORY PERIOD	5
ARTICLE 7 SENIORITY	6
ARTICLE 8 NO STRIKE AND NO LAYOFF	7
ARTICLE 9 LAYOFF AND RECALL	7
ARTICLE 10 STEWARDS RIGHTS AND UNION ACCESS	8
ARTICLE 11 JUST CAUSE AND PERSONNEL FILES	10
ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE	10
ARTICLE 13 BULLETIN BOARDS	13
ARTICLE 14 LABOR MANAGEMENT COMMITTEE	13
ARTICLE 15 EMPLOYEE ORIENTATION AND TRAINING	14
ARTICLE 16 CHECKOFF FOR POLITICAL PURPOSES	14
ARTICLE 17 LEAVES OF ABSENCE	14
ARTICLE 18 MISCELLANEOUS PROVISIONS	19
ARTICLE 19 HEALTH AND SAFETY AND WORKING CONDITIONS	22
ARTICLE 20 HOLIDAYS	22
ARTICLE 21 WAGES	23
ARTICLE 22 VACATION	24
ARTICLE 23 SICK LEAVE	24
ARTICLE 24 MEDICAL, DENTAL, VISION, AND LIFE INSURANCE	26
ARTICLE 25 SAVINGS CLAUSE	27
ARTICLE 26 COMPLETE AGREEMENT	27
ARTICLE 27 DIGNITY AND RESPECT	28
ARTICLE 28 SUCCESSORSHIP	28
ARTICLE 29 TERM OF AGREEMENT	29

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NATIVE AMERICAN HEALTH CENTER (NAHC)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021**

This Agreement is entered into this 10th day of January, 2013, by and between the Service Employees International Union (SEIU), Local 1021 (hereafter referred to as the "Union"), and the Native American Health Center (NAHC) (hereafter referred to as the "Employer").

PREAMBLE

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 the Agency operations and affairs in all particulars shall be retained by the Employer as has been performed prior to the execution of this Agreement.

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.

ARTICLE I: UNION REPRESENTATION

Section 1: The Employer recognizes the Union as the exclusive bargaining representative for a unit of employees employed at its Oakland, San Francisco, Richmond, and Alameda, California facilities for the purposes of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment. The unit consists of all regular full-time and regular part-time non-professional employees employed at its Oakland, San Francisco, Richmond, and Alameda, California facilities, as set forth by the NLRB in certification #32-RC-5522, dated 11/26/2007, excluding confidential employees, professional employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act (NLRA).

Section 2: A list of job classifications contained in the Unit described above in Section 1 is attached as "Appendix A."

Section 3: The Employer will provide job vacancy announcements to the Union when it creates new unit positions.

ARTICLE 2: NON-DISCRIMINATION AND INDIAN PREFERENCE

Section 1: No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this agreement on account of race, color, religious creed, language, national origin, age, sex, marital status, physical handicap, or veteran status, family status, sexual orientation, gender identity, or political belief.

Section 2: This policy of non-discrimination applies to all employment opportunities, including policies and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment. Native American Indian and Alaskan Indian applicants may receive preference in hiring and promoting, pursuant to INDIAN PREFERENCE, 25 U.S.C. 450e; 48 C.F.R. 370.201 et seq.; Morton v. Mancari, 417 U.S. 535 (1974), provided they are qualified for the position they are applying for. Employees and applicants claiming Indian Preference will be obliged to present proof of Indian heritage through tribal affiliation cards and/or associated documentation of certification. However, the Employer reserves the right to select the most qualified applicants or employees for vacant positions.

ARTICLE 3: UNION MEMBERSHIP

Section 1: Union Membership, Initiation Fees and Dues

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or tender to the Union the union dues and initiation fees customarily required of members in the manner provided for in this Agreement. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, no later than the 31st calendar day following beginning of employment or following the effective date of this Agreement, whichever is later, become and remain members in good standing, or tender to the Union the union dues and initiation fees customarily required of members in the manner provided for in this Agreement.

Members in good standing shall be defined as members of the Union who tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership.

Service fee payment shall not exceed the standard initiation fee and periodic dues uniformly required of Union membership for representation on matters of wages, hours, and other terms and conditions of employment.

The periodic Union dues, fees, and other assessments will be deducted from the employee's paycheck upon submission to the Employer of a properly written authorization by the employee. Other assessments include, but are not limited to, periodic payments to the SEIU Committee on Political Education (COPE) as provided under Article 16.

Section 2: Notwithstanding Section 1 of this Article, any employee who holds a bona fide conscientious objection to joining or financially supporting Unions shall not be required to join or financially support the Union as a condition of employment. Such employee is, however, required to pay sums equal to the regular Union dues as a charitable donation to any of the three non-profit Native American organizations listed below that are exempt from taxation under Section 501c(3) of the Internal Revenue Code:

1. Intertribal Friendship House
2. American Indian Child Resource Center
3. Hintil Kuu Child Development Center

Such payments shall be deducted from the employee's paycheck upon submission to the Employer of a properly written authorization by the employee.

Section 3: The Employer agrees to discharge or suspend, upon receiving seven (7) days written notice from the Union, any employee with respect to whom such notice may state that such employee is not a member in good standing of the Union for the reasons set forth in Section 1 or Section 2 above. No employee shall be separated pursuant to this Section if the Employer has reasonable grounds for believing that the Union's request is for reasons other than failure of the employee to tender union dues or the equivalent pursuant to Section 1 or 2 of this Article.

Section 4: The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

Section 5: The Employer shall supply the Union with names, addresses, phone numbers, classifications, and wage rates of newly hired employees within thirty (30) work days of their hiring. The Employer will also notify the Union when it terminates an employee within thirty (30) work days of their termination.

ARTICLE 4: MANAGEMENT RIGHTS

Section 1: The Employer has the duty and the right to manage its programs and operations at all locations and to direct the working staff. This includes the right to hire, assign, schedule work, transfer, promote, demote, layoff, discipline, and discharge staff per protocols outlined in this Agreement.

The Employer has the sole and exclusive right to exercise all authority, rights, and functions normally established under the scope of management, except as otherwise specifically provided in this Agreement. Examples of the Employer's management rights include, but are not limited to, the following:

- a) The determination or modification of Employer's goals and objectives, including the size, number, location, and function of Employer's facilities;

- b) The expansion or contraction of Employer's services and the determination of appropriate staffing levels;
- c) The direction of the work force, including the right to determine, within the scope of job descriptions, work assignments, and whether or not particular assignments are to be performed by employees covered by this Agreement;
- d) The recruitment, utilization, and assignment of volunteers. Such volunteers will not be considered members of the bargaining unit under this Agreement;
- e) The employment, on a temporary basis, of substitutes for members of regular staff during their absences. Such temporary personnel will not be considered members of the bargaining unit under this Agreement;
- f) The determination of employee qualifications, the right to select and hire new employees, except as otherwise provided in this Agreement, and the right to select or employ supervisory employees;
- g) The right to determine and reward meritorious performance;
- h) The right to determine, from time to time, the number of hours worked, the amount of overtime to be worked, if any, and the employees working such overtime, except as otherwise provided for in the Agreement;
- i) The right to determine the scheduling of vacations and other time off;
- j) The right to establish and enforce reasonable rules of employee conduct, such reasonableness being subject to the provisions Article 12 (grievance procedure);
- k) The right to make transfers of staff among work sites.

The above-listed examples are meant to be illustrative of the Employer's management rights. The list is not intended to limit the scope of the Employer's management rights in any way.

ARTICLE 5: HOURS OF WORK AND OVERTIME

Section 1: Workweek

The Employer shall be free to fix the hours of employment, provided that a normal workweek for full-time employees shall consist of forty (40) hours divided into five (5) consecutive days of nine (9) hours each, with one hour off for lunch each day.

The Employer will make its best efforts to schedule employees for two (2) consecutive days off in each workweek, provided such scheduling satisfies the contractual requirements for performing all responsibilities of the work; however, the Employer reserves the right to schedule employees for two non-consecutive days off when necessary. In the event the employer decides to schedule two (2) non-consecutive days off in a workweek, the assignment of such schedule shall be offered to employees within the department by seniority.

Section 2: Overtime

For non-exempt employees:

- a. Over 8, 40: All hours worked which exceed eight (8) hours in a day or exceed forty (40) hours in a week shall be considered as overtime and will be paid at one and one half the employee's regular rate of pay.
- b. 7th Day in a Workweek: Time worked in excess of eight (8) hours on the seventh day worked in a workweek shall be paid at double time.
- c. Over 12: All time worked in excess of twelve (12) hours in any one work day shall be paid for at double (2 times) the employee's rate of pay.
- d. The Employer retains a management right to determine the amount of overtime to be worked, if any, and the employees working such overtime.

Section 3: Work Scheduling

The Employer will make its best efforts to provide employees with reasonable advance notice of any changes in work schedules. Any affected bargaining unit employee may request a meeting with his or her supervisor to discuss the impact of such a change of work schedule. Nothing in this Section is intended to limit management's right to schedule work.

Section 4: Paid and Unpaid Breaks

Non-exempt employees will receive an unpaid one (1) hour lunch break and two paid fifteen minute rest breaks during the work day. Employees may opt for a half-hour lunch and an 8.5 hour day by signed agreement.

ARTICLE 6: INTRODUCTORY PERIOD

Section 1: Introductory Period

The introductory period for new employees or rehired employees, shall be ninety (90) calendar days of continuous employment. Introductory employees may be discharged for any lawful reason without recourse to the grievance and arbitration procedures of Article 12, and shall not be eligible for recall. Upon completion of such introductory period, an employee shall accrue seniority retroactively from the date of his or her hire or rehire. When the Employer in its discretion, decides that a longer introductory period is appropriate, the Employer may extend the introductory period by sixty (60) days. The Employer will notify the employee one week before the end of the initial introductory period if it decides to extend the introductory period. In no circumstances may the introductory period be extended by more than sixty (60) days.

Section 2: Transfers and Promotions

A continuing employee who requests a transfer or who is promoted to a different position shall be subject to a ninety (90) day introductory period in the new position.

However, the employee's seniority date will remain his or her original date of hire with the Employer for the purposes of determining fringe benefits. The employee must meet satisfactory performance requirements in order to move to a regular status.

In the event that a transferred or a promoted employee fails to pass the introductory period required above, he or she will be offered his or her previous position if it is still available. If the position is already occupied by another employee and no other comparable position is available for which the employee is qualified, NAHC will place the transferred/promoted employee on involuntary layoff.

Section 3: Performance Evaluation

At the end of the introductory period, the employee's supervisor will conduct a performance evaluation. Provided that the employee's performance is "satisfactory" at the end of the initial employment period, the supervisor will make a recommendation to make the employee "regular" status indicated on an appointment form.

ARTICLE 7: SENIORITY

Section 1: Definition

For purposes of this Agreement, seniority shall be defined as the employee's original date of hire with the Employer.

Section 2: Uses

Seniority shall apply to transfers, shift bidding, vacation scheduling, layoffs, and reductions in staff or reductions in hours only.

Seniority, skill, and operational need shall also be the determining factor when additional hours become available within the classification. She/he with the most seniority shall have the first option to increase her/his hours when hours become available.

Native American Indian and Alaska Indian preference described in Article 2, Section 2, may apply to layoffs, reduction in staff, and reduction in hours, and will be the first consideration in making such decisions. If Indian and Alaska Indian preference is inapplicable, the Employer will then look to seniority.

Section 3: Part-Timers

Regular part-time employees shall also be entitled to the seniority protection. Part-time employees' seniority will be maintained on a separate seniority list from full-time employees.

Section 4: 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 Article 9, Section 4.

ARTICLE 8: NO STRIKE AND NO LOCKOUT

Section 1: The Union and the Employer agree that so long as this Agreement is in effect, there shall be no lockout of bargaining unit employees and no strike.

ARTICLE 9: LAYOFF AND RECALL

Section 1: Layoff Procedures

If layoff or reduction in positions within a department(s) or classifications(s) is determined to be necessary, the procedures below 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 lay off 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 classifications(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 principle of Indian preference shall govern, as well as any applicable requirements of the Employer's contracts and grants. After those considerations are taken into account, seniority will govern. When seniority is applicable, 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.

Indian preference and the requirements of contracts and grants will govern layoffs first. When seniority is applicable, however, layoff of employees shall be by inverse order of seniority. Any employee on layoff shall continue to accrue his/her seniority for a period of twelve (12) months.

The Employer shall provide the Union with a written notice of any layoff or reduction in hours. Within ten (10) business days after receiving a written request from the Union, the Employer shall meet with the Union to bargain over the impact of such action. The employer will provide the Union with relevant information concerning such layoff or reduction in hours.

Section 2: Recall:

Employees who are laid off shall be placed on a reinstatement list for twelve (12) months after the date of layoff. Recall from layoff shall be first governed by Indian preference and the requirements of contracts and grants, then by seniority. When seniority is applicable, recall shall be in reverse order of layoff; that is, the last employee laid off who can perform the available work shall be the first recalled.

Employees who are being recalled to duty will be notified by certified letter and are required to respond to the Employer within seven (7) 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.

Section 3: Furlough Exception

Any or all employees may be furloughed from work without regard to seniority because of acts of God or government action. Employees who are subject to furlough may be assigned elsewhere to available temporary work they are qualified to perform or furloughed if no such work is available. In the event affected employees are assigned to other temporary work, such assignments shall be without loss of seniority.

Section 4: Job Bidding and Promotion

All classifications covered by this Agreement that become vacant, or any newly created position that is to be covered by this Agreement, shall be posted internally for five business days before being posted externally. Employees must be in their jobs for at least one (1) year before applying for a change in position, unless approved by the Site Director. In addition, employees must have good performance, attendance, and punctuality records.

Both internal and external candidates interested in applying for open positions shall submit an employment application and a current resume to the Human Resources Department.

When applicable, Native American Indian and Alaska Indian preference described in Article 2, Section 2, shall apply to job bidding and promotion, provided the employees and/or applicants are qualified for the positions for which they are applying.

The most qualified applicant, either internal or external, shall be chosen for the vacant position. The Employer, in its discretion, determines which employee it considers to be the most qualified candidate for a position.

ARTICLE 10: STEWARDS RIGHTS AND UNION ACCESS

Section 1: Steward Appointments

The Union will have the right to appoint Shop Stewards and alternates, and will inform management in writing of any changes as soon as possible, but in no event later than ten (10) working days from the time of the change. There shall be one (1) shop steward for every twenty (20) bargaining unit employees, or at least one shop steward from each work location or site.

Section 2: Shop Steward's Duties

The Shop Steward's duties consist of seeing that all terms and conditions of this Agreement are being complied with and that all employees are members in good standing of the Union whenever permissible under State and Federal laws.

Shop Stewards should make every effort to perform Union duties on non-work time. The Shop Steward shall not, by reason of his/her position, be exempt from work. However, a shop steward may attend or represent union members during working time at investigatory meetings at which information is obtained which could be used as a basis for discipline pursuant to the union member's rights under NLRB v. Weingarten, 420 U.S. 251 (1975). In addition, a shop steward may attend or represent union members during working time at meetings held pursuant to Steps One, Two, Three or Four of the grievance procedure and may have reasonable paid time away from his/her duties to investigate grievances.

Labor Management Committee meetings, negotiations, and other meetings with management regarding and during negotiations are conducted during the steward's work time, as is reasonable caucus time. If meetings or caucus time fall during the employee's lunch hour, no additional time for a lunch period may be taken.

This section shall also apply to any non-steward employee who is on the negotiations team or Labor Management Committee.

To attend meetings, representatives must request time off from their supervisors at least one week in advance. Requests may be denied due to the operational need of the department.

Shop stewards may also be released from work without pay to attend union meetings scheduled by the Union, provided, however, that release time without pay to attend union meetings will be limited to four hours per month. In the discretion of the supervisor or Site Director, upon request, additional unpaid release time to attend union meetings may be granted. If a shop steward requests up to eight hours in one month to travel to Sacramento to lobby the legislature, such request will not be unreasonably denied. The Employer reserves the right to request proof of attendance from shop stewards on such occasions.

Section 3: Union Access

Any authorized representative of the Union who is not an employee shall have the right to contact bargaining unit members on matters within the scope of representation, provided that prior arrangements have been made for such meeting with the management or designated representative under whose control the service unit is placed. The Union agrees that this visitation right shall not interfere with the Employer's business or employees working.

ARTICLE 11: JUST CAUSE AND PERSONNEL FILES

Section 1: Just Cause

The Employer shall not discipline or discharge an employee without just cause.

All employees covered by this Agreement have the right to have a Union representative or shop steward, if the employee so requests, present at any meeting with supervisors or management representatives that is investigatory in nature and that the employee reasonably believes may lead to discipline. If no shop steward or union representative is available at the time of the interview, the Employer will postpone the meeting upon the employee's request within a reasonable amount of time. Both the employee and the shop steward will be released from work with pay to attend such meetings. Nothing in this section shall waive any employee right afforded by the U.S. Supreme Court in *NLRB v. Weingarten, Inc.*, 420 U.S. 252 (1975).

When an employee is discharged or suspended, upon the request of the employee or the Union, the Employer shall give (in person or by mail) the employee a written statement as to the reasons for such termination or suspension. Such notice shall be delivered to the Employee and the Union within ten (10) days after the termination or suspension. The last progressive discipline notice notifying the employee of the suspension or termination, along with the Employer's reasons for taking such action, shall be a sufficient written statement pursuant to this paragraph.

Section 2: Personnel Files

The Employer maintains the following employee files on each employee: (1) Personnel File, (2) Medical/Confidential File, and (3) Payroll File. The Employer will permit employees and former employees to inspect documents in their own employment files that are, or have been, used to determine the employee's qualifications for employment, promotion, additional compensation, termination, or other disciplinary action, at reasonable times and on reasonable notice. Additionally, employees are entitled to a copy of any employment documents that bear their signature.

An employee who wishes to inspect documents contained in his or her employment files must make an appointment with reasonable advance notice with the Human Resources Director.

ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: To promote better Employer-Employee relationships, all parties pledge their immediate cooperation to settle any grievance or complaint that might arise out of the application of this Agreement. The following procedure shall be used for resolving disputes or allegations by the Union, the employee, or the Employer of violations of this Agreement. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.

Section 2: If there is a breach of any provision of this Agreement affecting an employee or group of employees, or if the breach of any provision of this Agreement is the result of an agreement reached between Employer and an employee without the approval of the Union, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.

Section 3: Procedure and Time Limits

It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process.

Any grievance shall be considered null and void if not filed and processed by the Union, the Employee represented by the Union, or the Employer in strict accordance with the time limitations contained in this Article. Failure by the Employer or the Union, if applicable, to respond in writing within the time limits at each level shall render the grievance automatically appealed to the next level in the grievance procedure. The time limits specified, however, maybe extended by mutual agreement. The Union will advise the appropriate individual at the next level within the time limits prescribed below.

Upon the timely filing of a written grievance by bargaining unit employees as specified herein, the Union shall have sole discretion as to the processing of such grievance and shall have the right to carry the grievance through the grievance procedure with or without the consent of the employee(s) originally filing the grievance. Nothing herein shall affect the Employer's right to file a grievance in its own discretion if it so chooses.

Section 4: Level One — Supervisor or Program Director

When an employee has a work-related problem or issue, she/he should inform her/his immediate supervisor, with or without the assistance of a shop steward and/or the union representative, to attempt to resolve the problem informally (verbally). If the problem relates to the employee's immediate supervisor, the employee should inform his or her supervisor's supervisor, following the line of authority as delineated on the NAHC organizational chart. The employee has five (5) working days from the work-related problem or issue to file a grievance.

Grievances involving suspension or discharge may be filed directly at Level Four. The time limit for filing a grievance regarding suspension or discharge is ten (10) working days and begins to run on the effective date of the actual suspension or discharge.

If the employee's problem involves alleged harassment, discrimination, or retaliation, the employee should contact his or her immediate supervisor, the Site Director of his or her facility, the Director of Human Resources, any member of the Human Resources Department, or the Chief Executive Officer as soon as possible. Individuals should not feel obligated to make their complaint of harassment, discrimination, or retaliation with their immediate supervisor before bringing the matter to the attention of one of the other NAHC designated representatives identified in this paragraph. Please refer to the Native American Employee Handbook for the Employer's full anti-harassment, discrimination, and retaliation policy.

Section 5: Level Two - Supervisor or Department Director

- a. If the problem is not resolved informally at Level One, the grievant must document the grievance in writing on the Grievance Form and file it within five (5) working days of the original verbal resolution from Level One. The written grievance shall specify the provision or provisions of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated. The date of the alleged violation, all pertinent information, and the remedy sought, and shall be signed by grievant. If the problem involves a complaint of harassment, discrimination, or retaliation, and the employee wants to resolve the problem through the formal grievance procedure, the employee must document and file the grievance within thirty (30) working days of the original verbal resolution from Level One.
- b. The supervisor shall respond to the grievance in writing within five (5) working days from the time the supervisor receives the written grievance. If resolution at this level is not possible or the supervisor has not responded within the required number of days, then the grievant may appeal to the next level.

Section 6: Level Three - Site Director

If the grievant is dissatisfied with the previous level of grievance intervention, the grievant must appeal the decision in writing to the Site Director within five (5) working days of receiving the written response at the previous level. Within five (5) working days from receipt of the grievance, the Site Director will provide a written response to the grievance.

Section 7: Level Four - Chief Executive Officer

If the grievant is dissatisfied with the Site Director's decision, then he or she must appeal to the Chief Executive Officer in writing within five (5) working days from the receipt of the Site Director's written response. The Chief Executive Officer will respond to the grievance in writing within five (5) working days from receipt of grievance.

Section 8: Level Five - Mediation

If the grievant is not satisfied with the disposition at Level Four, he or she may appeal the decision to Mediation by providing written notice to the Site Director within ten (10) calendar days after receiving notice of the decision.

To expedite the process and to save costs, the parties agree to utilize the services of the Federal Mediation and Conciliation Service to mediate grievances. The grieving party shall make the request for a mediator and, after consultation with the other party, schedule a mediation hearing of the grievance. The recommendation or opinion of the mediator shall not be binding.

Section 10: Level Six - Binding Arbitration

- a. If the grievance remains unresolved, the Union or the Employer may advance the grievance to Level Six. The Union or the Employer shall have the right to refer the matter to final and binding arbitration. In the event the Union elects to do so, it must notify the Site Director and the Chief Executive Officer of its decision in writing within ten (10) calendar days from the date of the issuance of the recommendation or opinion of the Mediator.

- b. After the grievance has been referred to arbitration, the parties shall select a list of arbitrators supplied by the Federal Mediation and Conciliation Service (FMCS) by such method as the parties may jointly agree, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.
- c. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to, or detract from the terms of this Agreement. The arbitration decision shall be within the scope and terms of this Agreement and shall be in writing.
- d. The Employer and the Union involved shall divide equally the arbitrator's fee, the cost of any hearing room, and the cost of a shorthand reporter if requested by an arbitrator. All other expenses shall be paid by the party incurring them. If a transcript is taken at the arbitration hearing, it is understood that said transcript will constitute the official record of the hearing. The party or parties requesting the transcript shall incur the cost of the transcript. Neither party shall be required to purchase a copy of the transcript.
- e. The time limits specified herein shall be jurisdictional unless waived by written mutual agreement of the parties. The Union or the Employer shall have sole authority to determine whether a grievance shall be submitted to arbitration, and any such decision or settlement of the grievance between the Union and Employer shall be binding on all parties.

No more than one (1) grievance may be heard before an arbitrator at any hearing date without the expressed mutual written agreement of the Union and Employer.

ARTICLE 13: BULLETIN BOARDS

Section 1: 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 Union meetings, announcements, and elections.

ARTICLE 14: LABOR-MANAGEMENT COMMITTEE

Section 1: The Employer and the Union will establish a Labor-Management and Work Safety Committee that will be a sub-committee of the Native American Health Center Continuous Quality Improvement Committee ("CQI"). The Labor-Management Committee shall be composed of two (2) representatives from the bargaining unit and two (2) representatives from management. The committee shall meet at least once every quarter for the purpose of discussing and resolving employees' issues (not grievances), concerns, and safety. NAHC Management representatives will take safety concerns addressed at the LMC meeting to the agency Safety Committee for review. NAHC Management representatives will present a report from the agency NAHC safety committee at the LMC meeting as a standing agenda item.

ARTICLE 15: EMPLOYEE ORIENTATION AND TRAINING

Section 1: Union Members Orientation

The Employer shall notify the Union of the date, time, and location of any employee orientation involving three (3) or more new employees. The Union shall have 15 minutes to explain the union contract and union procedures. In the event that less than three (3) new employees are undergoing orientation, with the permission of the manager or supervisor, the shop steward shall be allowed to orient individual employees during working hours. If the shop steward cannot attend the scheduled orientation because of work-related obligations, the new employee and the shop steward will schedule a 15-minute meeting time that is agreeable to all.

ARTICLE 16: CHECK OFF FOR POLITICAL PURPOSES

Section 1. Committee on Political Education (COPE) Deductions

The Employer hereby agrees to honor contribution deduction authorizations from its employees who are union members on a form that includes the following:

- The amount and frequency of the deductions;
- That the deduction is voluntary and not a condition of membership or employment;
- That the member will not be favored or disadvantaged by contributing or not contributing any amount;
- That the member may refuse to contribute without reprisal;
- That the Union will use the money for political purposes including, but not limited to, making contributions to and expenditures for candidates for federal, state, and local offices and addressing political issues of public importance;
- The contributions are not deductible as charitable contributions for federal income tax purposes.

Section 2: The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE 17: LEAVES OF ABSENCE

Section 1: Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) provide eligible employees with up to twelve (12) workweeks of unpaid leave for certain family medical reasons during a twelve-month period. During this leave, an eligible employee is entitled to continue group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position. In addition, military service members called to active duty or the families of injured military service personnel may be entitled to leave under FMLA.

To Be Eligible For FMLA/CRFA LEAVE:

- a. An employee must have been employed by the Employer for at least twelve (12) months;
- b. worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- c. must be employed at a worksite where the Employer has 50 or more employees within 75 miles.

Events which may entitle employees to FMLA and/or CFRA leave are set forth in the Employer's Employee Handbook. Leave can be taken for contiguous days or weeks or as intermittent leave down to one hour in length. Please see the Employee Handbook or Human Resources for details.

Section 2: Paid Family Leave Insurance Benefits

For California workers covered by State Disability Insurance, Paid Family Leave Insurance provides up to six weeks of benefits for individuals (male or female) who must take time off to care for a seriously ill child, spouse, parent, or domestic partner, or to bond with a new minor child. There is a seven calendar day non-payable waiting period before employees can receive paid family leave benefits. The Paid Family Leave entitlement does not give employees the legal right to take a leave of absence. It provides up to six (6) weeks of paid benefits to workers who suffer a wage loss when they take time off work to care for others, when the workers are otherwise entitled to take family leave.

Section 3: Pregnancy Disability Leave

The Employer recognizes that employees may become unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions. Accordingly, for any employee who is disabled on account of pregnancy, childbirth or related medical conditions, the Employer shall provide pregnancy-disability leave for the period of actual disability, up to a maximum of four months. Pregnancy-disability leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable.

To be eligible for pregnancy disability leave, you must be disabled by pregnancy, childbirth, or related medical conditions. The right to pregnancy disability leave is available to all female employees, regardless of length of service or status as a full- or part-time employee. Please refer to the Employee Handbook or to Human Resources for details.

Section 4: Personal Leaves of Absence

Should illness or an emergency situation arise that temporarily prevents an employee from working, he or she may be eligible for a personal leave of absence without pay. Leaves of absence without pay will be considered only after all accrued vacation and sick pay has been exhausted. Leaves without pay are limited to a period of one workweek during the employee's period of employment. A written request must be submitted and pre-approved by the immediate supervisor and the Site Director.

Section 5: Bereavement Leave

NAHC regular full-time employees (80% FTE or above) may take up to three (3) consecutive working days of paid leave immediately following the death of a family or stepfamily member (as defined below), to arrange for and/or attend the funeral in state; or six (6) consecutive working days of paid leave immediately following the death of a family or stepfamily member (as defined below), to arrange for and/or attend the funeral out of state, provided the employee writes a letter requesting such leave addressed to the supervisor and the Site Director, who has and retains sole authority to grant such leave. Contractors, on-call, and temporary staff are not eligible for bereavement leave.

NAHC defines an immediate family or stepfamily member as the:

- employee's
 - spouse
 - domestic partner (registered or non-registered)
 - significant other
 - parent
 - Or person who has raised him or her in lieu of a natural parent
 - sibling
 - child or fetus
 - Or child who has been raised by him or her in lieu of a natural parent
 - grandparents
 - grandchildren
 - niece or nephew
 - aunt or uncle
 - cousin
- the employees' spouse's or domestic partner's
 - parent
 - sibling
 - child
- the employee's child's
 - spouse
 - domestic partner

To use this leave, the employee should notify his/her supervisor or Site Director immediately. Bereavement pay is calculated based on the employee's base pay rate at the time of his/her absence, and will not include any special forms of compensation. Part-time employees are eligible for leave if the bereavement leave falls on their regularly scheduled consecutive work days. Bereavement leave will be based on the employees' work schedules and paid on a pro-rated basis.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their Supervisor, request additional time off. If granted by the Site Director, the time off will be considered vacation, sick leave, or an unpaid personal leave of absence if all paid leaves have been exhausted. If granted, an unpaid personal leave of absence for bereavement will count against the annual maximum days allowed, as detailed in Section 4 and in the Unpaid Personal Leave of Absence policy.

With the advanced approval of the Site Director, accrued vacation, sick leave, or unpaid personal leave of absence (if all paid leaves have been exhausted) may be used to cover an absence from the employee's regular work schedule to arrange for and or attend the funeral of a non-immediate family member. This absence will normally be granted unless there are unusual business needs or staffing requirements.

Granting of bereavement leave is retained by and at the sole discretion of the Site Director. Proof of death and/or relationship may be required.

Section 6: Jury Duty/Witness Leave

The Employer supports employees who fulfill their civic responsibilities by serving jury duty or witness duty when required. Upon receipt of the notice to serve, the employee should immediately notify his or her supervisor. Additionally, a copy of the notice to serve should be attached to the employee's attendance record for attendance purposes. Employees who are called to serve on a jury or serve as a court witness will be granted time off with pay without charge to accrued vacation up to a maximum of ten [10] paid working days. After ten [10] days, rather than take unpaid leave, an employee who takes time off of work to serve on a jury or as a witness as required by law may elect to use their accrued vacation days. An employee on jury or witness duty is expected to report to work any day he or she is excused for jury or witness duty. Upon the employee's return, the employee must notify his or her supervisor and must submit a signed Certificate of Jury Service indicating the number of days served with their timesheet for attendance purposes.

Section 7: Military Leave

The Employer will provide leave in accordance with all Federal and state laws relative to military leave of absence.

Section 8: Education Leave

The Employer may allow employees to attend, during normal working hours, workshops, seminars, conferences, and training sessions, which are work-related. The fees for workshops, seminars, conferences, and training sessions, public transportation costs and/or mileage at the current Board-approved rate, parking costs, and toll charges, shall be paid by the Employer. Receipts shall be required.

In accordance with the current practice, any employee who is approved for education leave will continue to receive his/her regular salary.

Section 9: School Visits Required of Employees:

Employees who are parents, grandparents or guardians of children in kindergarten through 12th grade shall be granted leave for required school visits under the following conditions:

- a. The employee must give reasonable notice of time off;
- b. The employee provides proof that he/she visited the school if the Employer requests. Proof means whatever documents the school deems reasonable;
- c. The employee shall utilize vacation pay if available;
- d. The employee may take up to 40 hours per year, but no more than 8 hours per calendar month for the purpose of participating in the child's school or licensed day care activities;
- e. If both parents are employed by the Employer at the same work site, only one employee is entitled to take time off at any one time, unless the Employer agrees otherwise. The parent who first gives notice to the employer of the need for time off is entitled to take it.

Section 10: Catastrophic Leave

A catastrophic leave program is in effect for employees with catastrophic illness, whereby employees may donate accumulated sick leave to another employee who has exhausted his or her paid leave balances. The leave shall be donated on an hour for hour basis. Donated sick leave will be capped at twelve (12) weeks total.

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.

A catastrophic event is considered to be a discrete, life-threatening, verifiable illness such as, but not limited to, cancer, heart attack or HIV/AIDS, which clearly disables the employee for a prolonged period of time.

An employee must maintain a minimum of three (3) days sick leave when donating leave and is restricted to donating a maximum of three (3) sick days. To be eligible for catastrophic leave, an employee must have exhausted his or her sick leave and vacation leave balances and must apply for catastrophic leave. Doctor's certification may be required. If the employee returns to work before the balance of the donated time is used, the donated time will be returned to the donor on a last-donated, first-returned basis. Catastrophic leave runs concurrently with other leaves.

Section 11: Rehabilitation Leave

The parties recognize that personal illness due to substance abuse or mental illness may affect an employee's ability to perform her/his work duties. The purpose of rehabilitation leave is to provide an opportunity to recover from illness rather than be disciplined or terminated. Rehabilitation leave for the purposes defined above may be requested by an employee. See the Personnel Policies and Procedures Manual Sec. 206.4.1g, or inquire at Human Resources for further information.

ARTICLE 18: MISCELLANEOUS PROVISIONS

Section 1: Appearance and Dress Code

For employees of NAHC, personal appearance is very important in creating a positive, professional image that reflects favorably on the employee and NAHC. We expect the employee to maintain appropriate, non-offensive, clean, neat, professional standards in clothing and appearance, as appropriate for employee's particular job duties; this includes clean hands, fingernails, teeth, hair, overall body, shoes and clothing.

Regardless of the employee's position, appropriate professional standards in clothing and appearance are to be maintained during business hours, and when representing NAHC at events and or offsite. While NAHC supports the creative nature of its employees, please understand we have legitimate business reasons for maintaining and enforcing standards of dress code and personal appearance.

Garments & Footwear

NAHC does not require employees to wear any garment or footwear of any distinctive design or color, however for safety reasons open-toe shoes are not allowed to be worn in the Clinical areas. Employees must purchase and maintain at the employee's expense their own garments and footwear, with the exception of lab coats and smocks for Clinical staff.

For departments that provide direct patient care, such as medical and dental, a lab coat or smock is required to be worn over professional clothing during patient care. NAHC will make lab coats and smocks available. The lab coats and smocks are to be worn in the clinic only, except when providing outside care. Staff members must not wear lab coats or smocks home. The facility will arrange for cleaning of lab coats and smocks.

Prevention of Blood Borne Pathogen Exposure

Medical and dental staff who have exposure to blood borne pathogens are required to wear closed toe shoes.

It is the responsibility of department supervisors to insure that this policy is complied with and is uniformly applied throughout the organization. Individual departments may institute more specific and or restrictive dress code policies for their staff in order to address employee, and/ or patient safety concerns specific to that department.

Examples of appropriate professional standards in clothing

- Business casual shirts, slacks, skirts or dresses with close-toed casual business shoes.
 - o However, there may be times when the employee's position and/or activity levels dictate specific attire.

Examples of inappropriate professional standards in clothing

- Shorts, tank tops, plunging necklines, sports clothing (warm-up clothes), mini-skirts, spaghetti strap tops, clothing that exposes the midriff, halter tops, see-through clothing, spandex or skin-tight stretch pants; worn and/or soiled or faded jeans; slip-on (thong style) sandals, and or clothing in disrepair.

We expect employees to refrain from wearing clothing that contains any language or images which could be deemed as offensive to any reasonable person when representing NAHC, whether inside or outside the office.

Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Repeated violation of this policy may be grounds for discipline up to and including termination of employment.

Facial Piercing and Nail Care

Employees who provide direct clinical care should refrain from having facial, oral and intra-oral piercings. This does not include ear piercings. For safety reasons, it is advised not to have earrings or other jewelry that can be easily grabbed by another individual.

These employees should also refrain from having artificial nails, painted nails, and nails longer than one-quarter inch beyond the tip of the finger.

Section 2: Pay Checks

Pay checks that are not correct (including vacation or sick leave pay, overtime pay, etc.) shall be brought to the attention of management, and the Employer shall pay by check all of the money owed as soon as possible, but in no event later than three (3) business days.

Section 3: Break Room

The Employer shall continue to provide an employee's break room at its Oakland, San Francisco, Richmond, and Alameda facilities.

Section 4: Storage of Personal Belongings

The Employer shall provide suitable lockers, closets, or the equivalent for the safekeeping of employees' outer clothing during working hours, and when required, for their work clothing during non-working hours.

Section 5: Reporting Pay

If an employee is scheduled to work but is sent home by the Employer, such employee shall receive a minimum of two (2) hours reporting pay. This provision shall not apply if an employee is sent home because of an act of god or nature, the facility is closed by government authorities, the facility is closed because of a threat(s) to property or employees, there is a failure of public utilities, or the employee is sent home or terminated for disciplinary reasons.

Section 6: Reimbursement for Business Travel Expenses

NAHC will reimburse employees for mileage, tolls, and parking expenses when employees use their cars 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 the Board-approved 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 7: Training

If NAHC requires employees to attend training or become trained on a particular topic, based on operational need, NAHC will cover the cost of the training, including any transportation costs and per diem. Time spent on training will be considered work time. NAHC will provide any necessary coverage during the periods the employee needs to be away from the practice.

If an employee feels that he or she would benefit, from the standpoint of increasing work-related job competence, by attending an elective off-site training, he or she must write a justification addressed to his or her supervisor assessing how he or she would specifically benefit from attending such trainings in specific execution of his or her job performed at NAHC. Essentially, the training must be job-related, or enhance the employee's ability to compete for reasonably attainable jobs within NAHC. The justification must be cleared through the Employee's Department Director before being forwarded to the Site Director who approves or disapproves the training. The Site Director will provide in writing justification for any denial of training requests. If approved, NAHC may bear the cost of the training, the cost of transportation, and per diem, as applicable and in accordance with the travel policy. See the Personnel Policies and Procedures Manual, Sec. 206.7.3 for more information.

Section 8: Clinical Hours

The employer agrees to consider each request for clinical or other academic-related internship hours based on the following criteria:

- a. There is a supervisor for the position who has been employed for at least one year at NAHC and demonstrates the ability and skills to oversee an intern;
- b. The supervisor has time available to supervise the intern;
- c. Supervision does not negatively affect productivity of the supervisor;
- d. Time commitment on behalf of NAHC

- e. The position is needed in the organization (e.g. vacant, new and desired in a new department structure);
- f. A maximum of two interns at any given time.
- g. It does not interrupt patient flow (e.g. there is already a phlebotomist on staff);
- h. Agency is not expected to incur additional expenses (e.g. license, jackets).

ARTICLE 19: HEALTH & SAFETY & WORKING CONDITIONS

Section 1: Equipment

It shall be the responsibility of management to ensure that all equipment is functioning properly and safely. If an employee discovers that equipment is not functioning properly and/or safely, he or she should report the problem immediately.

Section 2: Health & Safety Training

The Employer agrees to provide health and safety and injury prevention training to employees so that they may be properly informed of all risks associated with their jobs and can do them safely.

Section 3: Whistle Blower Protection

Employees have the right without fear of discipline to report problems of public safety violations or other perceived violations to the appropriate government agencies. Employees should immediately point out such problems to management.

ARTICLE 20: HOLIDAYS

The following are considered paid holidays:

American Indian Day	New Year's Day
Labor Day	Christmas Day
Independence Day	Christmas Eve
Memorial Day	Thanksgiving Day
Veteran's Day	Day after Thanksgiving
Martin Luther King Day	Employee's Birthday
President's Day	

All regular full time employees are paid for the above holidays. Employees regularly scheduled to work on a holiday will be paid double time for the holiday if required to work on the holiday. If employees elect to work on their birthdays, they will not be paid double time. When a holiday falls on a weekend, it will be observed on either the preceding Friday or the following Monday. If the employee's birthday falls on a weekend or a holiday, he or she may elect to take off the business day immediately preceding or immediately following the birthday.

ARTICLE 21: WAGES

Section 1: All bargaining unit employees covered under this Agreement shall receive the following across-the-board wage increases:

First Year of Contract - 3% across the board;
Second Year of contract - TBD

Due to the uncertainty of revenues, salaries must be bargained on an annual basis. Based on previous history, certain years will provide for more revenue and certain years will provide for much less revenue.

A wage re-opener is to go into effect January 6, 2014. Increases are subject to the availability of funds, and the effective date is contingent on an agreement and union ratification of the increase by December 15, 2013.

Section 2: Acting Pay

When an employee performs substantially all the day-to-day duties of another employee in a higher classification for two consecutive days or longer, the employee shall receive acting pay in the amount of pay of the person being replaced while acting in the higher position. The employer retains a management right to determine the employee who will act in the higher position.

Section 3: Salary Steps

Upon implementation of the Classification/Compensation study, but no later than December 31, 2013 (provided the study is complete by July 1, 2013), a salary schedule shall be established for each job classification. The schedule shall contain Five (5) salary steps, and each salary step shall be one and one half percent (1.5%) above the preceding step. Each step corresponds to two years of service.

A unit member's initial salary shall be the salary attached to the lowest rate of the salary schedule established for the classification to which the unit member is appointed. Step Two to be awarded to each employee who has completed at least two years of service with NAHC as of the implementation date; Step Three to be awarded to each employee who has completed four years of service as of the implementation date; Step Four to be awarded to each employee who has completed at least six years of service as of the implementation date, etc. If an employee, in his/her assigned step at any given time, makes a wage higher than that step, that employee will be red-lined until the step catches up to their salary.

The employer may appoint a new employee at any step in the applicable salary schedule for the classification involved, commensurate with the appointee's education and experience.

Whenever a unit member is promoted to a position with a higher salary range, the unit member shall receive compensation at the first salary step in the range for the new position that provides a pay increase; however, the employer, with discretion, fairness, and for good cause, may provide for compensation at any step in the applicable salary schedule for the classification involved if the employee has demonstrated outstanding achievement in their service.

ARTICLE 22: VACATION

Section 1: Vacation Accrual

Years of Continuous Employment	Annual Accrual Rate
1 through 2 years	10 days
3 through 5 years	12 days
6 through 7 years	15 days
8 through 10 years	18 days
10 + years	25 days

Full-time employees (80% FTE or more) are provided annual vacation pay. New employees may accrue vacation leave during their introductory periods; however, they are limited to using those accrued days only after a successful performance evaluation following the end of introductory period and once status is changed to regular status.

Employees should make their vacation requests as far in advance as possible, ideally by January 31st of each year, but not less than two weeks prior to the start of vacation dates. NAHC retains the right to decline requests, for the purposes of business necessity, and at its own discretion. When two employees who do the same work in the same department request vacation for the same time, the most senior employee in the classification shall be granted vacation, provided that both employees have submitted their requests by January 31st.

Vacation Days are earned by full-time employees based on length of active service up to a maximum accrual of 25 days. Once an employee has accrued 25 days of vacation, he or she will no longer accrue vacation until his or her balance falls below 25 days, at which time the accrual will resume to the maximum balance of 25 vacation days.

Section 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. When requested, the employee shall show proof of illness or injury.

Section 3: Vacation Pay upon Separation

Upon separation, all employees, except those who have not completed their introductory periods, are eligible for payment of accrued vacation.

ARTICLE 23: SICK LEAVE

Section 1: Sick Leave

Sick Leave allowance may be used due to an employee's illness or injury, illness in the employee's immediate family (spouse, children, parents, or registered domestic partner), or for medical appointments for the employee or the employee's immediate family. 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 termination.

If the employee is absent due to illness for three (3) 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 three (3) days.

Section 2: Eligibility

All regular full-time employees are eligible for sick leave allowance.

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

Section 3: Sick Leave Accrual

Sick leave is accrued at 3.38 hours per pay period (eighty-eight [88] hours per year). Unused sick leave may be accumulated to a maximum of one-hundred (100) hours.

Section 4: 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.

Section 5: 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 the disability. The supervisor may require medical certification for employees converting the vacation time to sick time.

Section 6: Waiver of San Francisco Paid Sick Leave Ordinance

To the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written and/or amended during the life of this agreement.

ARTICLE 24: MEDICAL, DENTAL, VISION, & LIFE INSURANCE

NAHC offers the following group insurance plans to qualified employees:

- Medical and Vision
- Dental
- Life

"Domestic Partner" coverage is available under the medical, dental, and vision plans, subject to verification of eligibility.

Section 1: Group Health Insurance (Medical and Vision)

The Employer agrees to continue to offer to regular full-time employees the Kaiser Health Plan that was in effect prior to the execution of this Agreement, subject to the employee contributions described below. If there is an agreed change in coverage with an insurance provider, the Employer agrees to provide each employee with a copy of the revised plan no later than 30 days from the date agreement is reached, subject to receipt of such information from the insurer.

It is the employee's responsibility to enroll in the offered health insurance plans upon eligibility. Regular full-time employees are eligible for medical coverage the first of the month following 90 days of employment. Open enrollment is held once a year. Dependents are defined as Spouse/Domestic Partner and Child/Children (to the age of 26).

Year One:

Employee contributions are as follows:

Employee only:	The Employee will pay 0% of the premium; NAHC will pay 100%.
Employee + spouse	The Employee will pay 15% of the premium; NAHC will pay 85%.
Employee +child(ren)	The Employee will pay 15% of the premium; NAHC will pay 85%.
Employee + family	The Employee will pay 15% of the premium; NAHC will pay 85%.

Year Two:

The parties will negotiate employee contributions for Year Two when NAHC is notified of any changes in health care costs by the health care provider.

Section 2: Cash In Lieu of Medical Benefits

All employees will be allowed to opt out of NAHC's medical coverage provided the employee provides proof of other group-sponsored medical coverage. Employees enrolled in the health plan with employee-only coverage will receive \$150 per month in lieu of benefits. Employees enrolled in the health plan with dependent coverage will receive \$200 per month in lieu of benefits. Employees who opt their dependents out of NAHC's medical coverage but remain on the NAHC's plan themselves with employee-only medical coverage will receive \$50 per month.

Section 3: Dental Insurance

Regular full-time employees are eligible for dental health coverage the first month following 90 days of employment. It is the employee's responsibility to enroll in offered dental insurance plans upon eligibility. Open enrollment is held once a year. NAHC currently pays 100% of the premium for employees and their dependents. Dependents are defined as Spouse/Domestic Partner and Child/Children (to the age of 19 and full time students covered up age 24). Dental insurance ends on the last day of the termination month.

Section 4: Group Term Life Insurance

All employees who work a minimum of 32 hours (80% FTE) per week will be eligible for the Life Insurance Program. Life Insurance coverage is in the amount of \$25,000.

Section 5: Retirement Plan 403-B

The Employer provides a voluntary Annuity pre-tax salary reduction plan in which regular full-time employees can participate immediately upon their start date. In order to qualify for the employer contribution, employees must be current plan participants and in service for one (1) continuous year of service. The Employer's contributions are as follows:

Year of Service	Employer Contribution Percentage
1-4	1% of Salary
4-7	3% of Salary
7-10	4% of Salary
10-15	5% of Salary
15-20	6% of Salary
Over 20 years	7% of Salary

ARTICLE 25: SAVINGS CLAUSE

Section 1: In the event the courts should decide that any clause or part of this Agreement is unconstitutional or illegal, or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other provisions of the Agreement.

ARTICLE 26: COMPLETE AGREEMENT

This Agreement contains all of the covenants, stipulations, and provisions agreed upon by the parties hereto, and no agents or representatives of either party has the authority to make, and none of the parties shall be bound by or liable for statements, representations, promises, or agreements not set forth herein, unless agreed to in writing, by the parties signatory to this Agreement.

ARTICLE 27: DIGNITY AND RESPECT

The Union and the Employer agree that employees and supervisors or managers should treat each other with dignity and respect.

ARTICLE 28: SUCCESSORSHIP

The Employer shall abide by all federal, state, and local laws with respect to successorships.

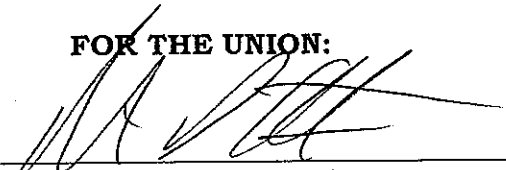
See next page for Term of the Agreement, Article 29.

ARTICLE 29: TERM OF AGREEMENT

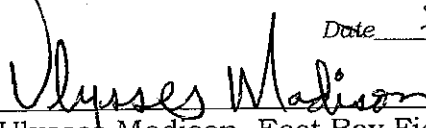
This Agreement shall be effective as of January 1, 2013, and shall continue in full force and effect up to and including December 31, 2014. Thereafter, it shall automatically renew for one year at a time, from year to year, unless either of the parties hereto shall give notice in writing to the other party, of its intention to terminate or modify this Agreement. Such notice must be received no less than sixty (60) days prior to the expiration of this Agreement, or prior to the anniversary of any annual renewal thereof.

On or before October 31, 2013, the parties will meet to negotiate Article 21 (Wages) and Article 24 (Health Benefits) only. During the bargaining period, the No Strike/No Lockout stipulation from Article 8 will be suspended. It will be continued in effect as soon as the parties reach a signed agreement on wages and health benefits.


FOR THE UNION:




 Pete Castelli, Executive Director
 Date 3-26-13



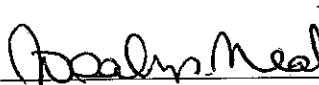
 Ulysses Madison, East Bay Field Director
 Date 3/26/13



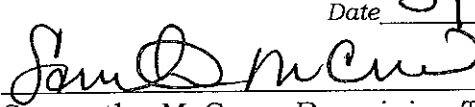
 Margaret Cunningham, Chief Negotiator
 Date 3-26-13



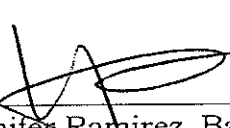
 Ben Sizemore, Worksite Organizer
 Date 3-26-13



 Jossalynn Neal, Shop Steward
 Date 3/28/13

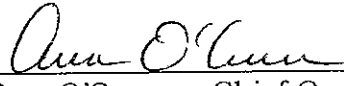


 Samantha McCraw, Bargaining Team
 Date 3.28.2013

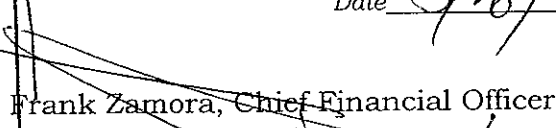


 Jennifer Ramirez, Bargaining Team
 Date 3/28/13

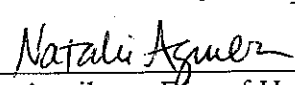
FOR THE EMPLOYER:



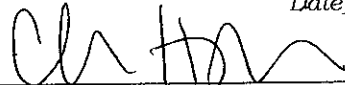
 Ana O'Connor, Chief Operating Officer
 Date 3/26/2013



 Frank Zamora, Chief Financial Officer
 Date 3/26/2013



 Natalie Aguilera, Dir. of Human Resources
 Date 3/26/2013



 Charlene Harrison, Site Director
 Date 3/26/13

SIDE LETTER: WAGE AND CLASS SYSTEM

The Native American Health Center shall devise and implement a wage and class system with the following components:

- a. Each employee shall be assigned to a class based on his/her duties.
- b. Each employee shall be formally designated as one of the categories of employee outlined in Personnel Manual Section 203 - Employment Status.
- c. A base line salary shall be assigned to each class. In no case shall it be lower than the salary of the lowest-paid employee in the class as of the date this letter is executed.
- d. The employer shall conduct a salary survey to ascertain that its wages represent the average of similar work performed by similar agencies in the Bay Area.

The target date of the completion of the study is July 1, 2013 but no later than December 31, 2013. NAHC will notify the union 60 days in advance if the Classification study will not be completed by July 1, 2013 and that NAHC will need an extension. NAHC will meet with the union to negotiate on the salaries.

FOR THE UNION:

FOR THE EMPLOYER:



 Pete Castelli, Executive Director



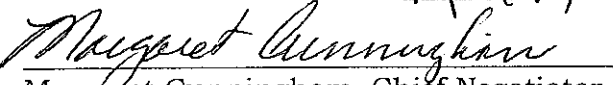
 Ana O'Connor, Chief Operating Officer

Date _____

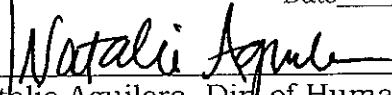

 Ulysses Madison, East Bay Field Director

Date 3/26/13

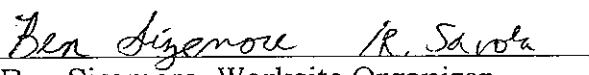

 Frank Zamora, Chief Financial Officer

Date April 15, 2013


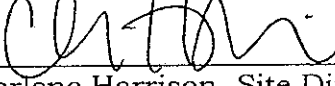
 Margaret Cunningham, Chief Negotiator

Date 3/27/13


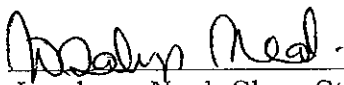
 Natalie Aguilera, Dir of Human Resources

Date 3-24-13



 Ben Sizemore, Worksite Organizer

Date 3/27/2013


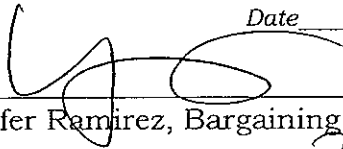
 Charlene Harrison, Site Director

Date _____


 Josalynn Neal, Shop Steward

Date 3/26/13


 Samantha McCraw, Bargaining Team

Date _____


 Jennifer Ramirez, Bargaining Team

Date 3/26/13