

Case No. S279137

**IN THE  
SUPREME COURT OF CALIFORNIA**

---

TAMELIN STONE, et al.,

*Plaintiffs and Appellants,*

v.

ALAMEDA HEALTH SYSTEM,

*Defendant and Respondent.*

---

No Fee (Gov. Code, § 6103)

After a Decision by the Court of Appeal,

First Appellate District, Division Five

Case No. A164021

---

**MOTION FOR JUDICIAL NOTICE IN SUPPORT OF  
CONSOLIDATED ANSWER TO AMICI CURIAE BRIEFS;  
MEMORANDUM OF POINTS AND AUTHORITIES;  
DECLARATION OF RYAN P. MCGINLEY-STEMPEL;  
[PROPOSED] ORDER**

---

\*RYAN P. MCGINLEY-STEMPEL (SBN 296182)

rmcginleystempel@publiclawgroup.com

AMY ACKERMAN (SBN 124346)

ARTHUR A. HARTINGER (SBN 121521)

GEOFFREY SPELLBERG (SBN 121079)

RENNE PUBLIC LAW GROUP

350 Sansome Street, Suite 300

San Francisco, California 94104

Telephone:(415) 848-7200

Facsimile: (415) 848-7230

Attorneys for Defendant and Respondent

ALAMEDA HEALTH SYSTEM

## TABLE OF CONTENTS

	<b>Page</b>
MOTION FOR JUDICIAL NOTICE IN SUPPORT OF CONSOLIDATED ANSWER TO AMICI CURIAE BRIEFS.....	3
MEMORANDUM OF POINTS AND AUTHORITIES .....	7
I. EVIDENCE CODE SECTION 459 SETS FORTH THE CIRCUMSTANCES UNDER WHICH REVIEWING COURTS MAY TAKE JUDICIAL NOTICE.....	7
II. THE DOCUMENTS ATTACHED AS EXHIBITS A THROUGH C ARE JUDICIALLY NOTICEABLE UNDER EVIDENCE CODE SECTION 452, SUBDIVISIONS (B) AND (C). .....	7
III. CONCLUSION.....	9
DECLARATION OF RYAN P. MCGINLEY-STEMPEL ...	10
[PROPOSED] ORDER GRANTING JUDICIAL NOTICE	13
PROOF OF SERVICE .....	14

## **MOTION FOR JUDICIAL NOTICE IN SUPPORT OF CONSOLIDATED ANSWER TO AMICI CURIAE BRIEFS**

Respondent Alameda Health System (“AHS”) submits this Motion for Judicial Notice in support of its Consolidated Answer to the Amici Curiae Briefs of the American Federation of State, County and Municipal Employees (“AFSCME”) and the California Employment Lawyers Association (“CELA”) concurrently filed in the above-captioned appeal.

Under California Rules of Court 8.252(a) and 8.520(g), and Evidence Code sections 452(b), 452(c), and 459, Respondent hereby moves this Court for an Order to take judicial notice for purposes of this appeal of the following documents, which are attached as Exhibits A through C to the Declaration of Ryan P. McGinley-Stempel filed in support hereof:

- **Exhibit A:** Memorandum of Understanding Between SEIU Local 1021-General Chapter and the Alameda Health System, April 1, 2020 to May 31, 2024, available at: [https://www.seiu1021.org/sites/main/files/file-attachments/alameda-health-system\\_acmc\\_general-unit\\_mou\\_4.1.2020-5.31.2024.pdf?1666215698](https://www.seiu1021.org/sites/main/files/file-attachments/alameda-health-system_acmc_general-unit_mou_4.1.2020-5.31.2024.pdf?1666215698).
- **Exhibit B:** Legislative history materials from Assembly Bill No. 186 (2005-2006 Reg. Sess.), available at [https://leginfo.legislature.ca.gov/faces/billAnalysisClient.xhtml?bill\\_id=200520060AB186](https://leginfo.legislature.ca.gov/faces/billAnalysisClient.xhtml?bill_id=200520060AB186):
  - Exhibit B-1: Assem. Com. on Labor & Employment, Rep. on Assem. Bill No. 186 (2005-2006 Reg. Sess.) Apr. 6, 2005, as introduced January 25, 2005.

- Exhibit B-2: Assem. Com. on Appropriations, Rep. on Assem. Bill No. 186 (2005-2006 Reg. Sess.) Apr. 20, 2005, as introduced January 25, 2005.
- Exhibit B-3: Assem. 3d Reading Analysis of Assem. No. 186 (2005-2006 Reg. Sess.) May 26, 2005, as introduced January 25, 2005.
- Exhibit B-4: Sen. Com. on Labor & Industrial Relations, Rep. on Assem. Bill No. 186 (2005-2006 Reg. Sess.) June 22, 2005, as introduced January 25, 2005.
- Exhibit B-5: Sen. Rules Com. 3d Reading Analysis of Assem. Bill No. 186 (2005-2006 Reg. Sess.) July 12, 2005, as introduced January 25, 2005.
- **Exhibit C:** Legislative Summary for the Year 2001, Assem. Com. on Labor and Employment, available at [https://digitalcommons.law.ggu.edu/cgi/viewcontent.cgi?article=1435&context=caldocs\\_assembly](https://digitalcommons.law.ggu.edu/cgi/viewcontent.cgi?article=1435&context=caldocs_assembly).

AFSCME references Exhibit A in its brief and concedes that it “include[s] provisions permitting employees to take adequate meal and rest periods.” (AFSCME Br. 20, fn. 4.) Exhibit A is relevant to the appeal because it illustrates why the Legislature would adhere to the presumption that Labor Code provisions generally do not apply to public employees unless expressly provided. (See Cal. Rules of Court, rule 8.252(a)(2)(A).) Although this document was not presented to the trial court, it is subject to judicial notice under Evidence Code section 452, which permits notice of “[r]egulations and legislative enactments issued

by or under the authority of ... any public entity in the United States” and “[o]fficial acts of the legislative ... department[] ... of any state of the United States.” (Evid. Code, § 452, subds. (b), (c); see also Cal. Rules of Court, rule 8.252(a)(2)(B).) Further, this exhibit does not relate to proceedings occurring after the order that is the subject of the appeal. (See Cal. Rules of Court, rule 8.252(a)(2)(D).)

Exhibits B-1 through B-5 are relevant to the appeal because they are responsive to CELA’s assertion that Labor Code section 6434.5 “confirm[s]” that PAGA applies to public entities. (CELA Br. 34; Cal. Rules of Court, rule 8.252(a)(2)(A).) Exhibits B-1 through B-5 were not presented to the trial court but are subject to judicial notice under Evidence Code section 452(c) as “[o]fficial acts of the legislative ... department[] ... of any state of the United States.” (Evid. Code, § 452, subd. (c); see also Cal. Rules of Court, rule 8.252(a)(2)(B).) Exhibits B-1 through B-5 do not relate to proceedings occurring after the order that is the subject of the appeal. (See Cal. Rules of Court, rule 8.252(a)(2)(D).)

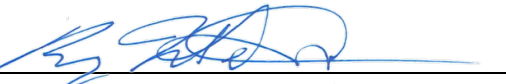
Exhibit C is relevant to the appeal because it refutes CELA’s claim that the Legislature intended PAGA to apply to public entities. (See Cal. Rules of Court, rule 8.252(a)(2)(A).) Exhibit C was not presented to the trial court. (Cal. Rules of Court, rule 8.252(a)(2)(B).) However, it is subject to judicial notice under Evidence Code section 452(c) as an “[o]fficial act[] of the legislative ... department[] ... of any state of the United States.” (Evid. Code, § 452, subd. (c).) Exhibit C does not relate

to proceedings occurring after the order that is the subject of the appeal. (See Cal. Rules of Court, rule 8.252(a)(2)(D).)

This Motion is based on the attached Memorandum of Points and Authorities, true and correct copies of the above documents, which are attached as Exhibits A through C to the Declaration of Ryan P. McGinley-Stempel filed in support thereof, and the accompanying proposed order granting this motion.

Respectfully submitted,

Dated: February 8, 2024 RENNE PUBLIC LAW GROUP

By:   
RYAN P. MCGINLEY-STEMPEL  
(SBN 296182)

Attorneys for Defendant and  
Respondent  
ALAMEDA HEALTH SYSTEM

## **MEMORANDUM OF POINTS AND AUTHORITIES**

Respondent Alameda Health System (“AHS”) submits this Motion for Judicial Notice in support of its concurrently filed Consolidated Answer to the Amici Curiae Briefs of AFSCME and CELA.

### **I. Evidence Code Section 459 Sets Forth The Circumstances Under Which Reviewing Courts May Take Judicial Notice.**

“[R]eviewing court[s] may take judicial notice of any matter specified in Section 452” of the Evidence Code. (Evid. Code, § 459, subd. (a).) As explained below, Exhibits A through C constitute “[r]egulations and legislative enactments issued by or under the authority of ... any public entity in the United States” and/or “[o]fficial acts of the legislative ... departments of ... any state of the United States” under Evidence Code section 452, subdivisions (b) and (c). Thus, the Court may take judicial notice of them pursuant to Evidence Code section 459, subdivision (a).

### **II. The Documents Attached As Exhibits A Through C Are Judicially Noticeable Under Evidence Code Section 452, Subdivisions (b) And (c).**

Exhibits A, B, and C constitute “[r]egulations and legislative enactments issued by or under the authority of ... any public entity in the United States” and/or “[o]fficial acts of the legislative ... departments of ... any state of the United States.” (Evid. Code, § 452, subds. (b), (c).) They are each relevant to the appeal for the reasons articulated above. As such, judicial notice of these exhibits pursuant to Evidence Code section 459 and rules 8.252(a) and 8.520(g) is proper.

Exhibit A is a memorandum of understanding between Alameda Health System, a public entity, and the Service Employees International Union Local 1021-General Chapter. Courts regularly take judicial notice of memoranda of understanding between public agencies and public sector unions under Evidence Code section 452, subdivisions (b) and (c). (See *Curcini v. County of Alameda* (2008) 164 Cal.App.4th 629, 647, fn. 13 [taking judicial notice of MOU between sheriff's union and Alameda County under Evidence Code section 452, subdivision (b)]; *People v. Gram* (2012) 202 Cal.App.4th 1125, 1135 [taking judicial notice of MOU between CDCR and the State Department of Mental Health under section 452, subdivision (c)]; *Association for Los Angeles Deputy Sheriffs v. County of Los Angeles* (2019) 42 Cal.App.5th 918, 924, fn. 2 [taking judicial notice of MOU between sheriff's union and Los Angeles County under section 452, subdivision (c)].)

Exhibit B and C both contain legislative history materials from the Legislature and are subject to judicial notice under Evidence Code section 452, subdivision (c). Courts regularly take judicial notice of bill analyses and legislative history generally. (See, e.g., *People v. Nelson* (2011) 200 Cal.App.4th 1083, 1095, fn. 6 [taking judicial notice of Senate Bill Analysis]; *Hoechst Celanese Corp. v. Franchise Tax Bd.* (2001) 25 Cal.4th 508, 519, fn. 5 [same]; *State Farm General Insurance Company v. Oetiker, Inc.* (2020) 58 Cal.App.5th 940, 946, fn. 3 [same].) Indeed, this Court has recognized that “[a] request for judicial notice of published material is unnecessary. Citation to the material is




sufficient.” (*Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th 26, 46, fn. 9; see also *A.M. v. Superior Court* (2021) 63 Cal.App.5th 343, 354, fn. 8 [same].)

### **III. Conclusion**

AHS requests that this Court grant its motion to judicially notice the attached materials in support of its consolidated answer to the amici briefs of AFSCME and CELA.

Respectfully submitted,

Dated: February 8, 2024 RENNE PUBLIC LAW GROUP

By:   
RYAN P. MCGINLEY-STEMPEL  
(SBN 296182)

Attorneys for Defendant and  
Respondent  
ALAMEDA HEALTH SYSTEM

## DECLARATION OF RYAN P. MCGINLEY-STEMPEL

1. I am an attorney in good standing licensed to practice before the Courts of this state. I have personal knowledge of the facts set forth below and would and could testify competently thereto. Attached hereto as Exhibits A through C are true and correct copies of the following:

- a. Exhibit A: Memorandum of Understanding Between SEIU Local 1021-General Chapter and the Alameda Health System, April 1, 2020 to May 31, 2024, available at:

[https://www.seiu1021.org/sites/main/files/file-attachments/alameda-health-system\\_acmc\\_general-unit\\_mou\\_4.1.2020-5.31.2024.pdf?1666215698](https://www.seiu1021.org/sites/main/files/file-attachments/alameda-health-system_acmc_general-unit_mou_4.1.2020-5.31.2024.pdf?1666215698).

- b. Exhibit B: Legislative history materials from Assembly Bill No. 186 (2005-2006 Reg. Sess.), available at

[https://leginfo.legislature.ca.gov/faces/billAnalysisClient.xhtml?bill\\_id=200520060AB186](https://leginfo.legislature.ca.gov/faces/billAnalysisClient.xhtml?bill_id=200520060AB186):

- i. Exhibit B-1: Assem. Com. on Labor & Employment, Rep. on Assem. Bill No. 186 (2005-2006 Reg. Sess.) Apr. 6, 2005, as introduced January 25, 2005.
- ii. Exhibit B-2: Assem. Com. on Appropriations, Rep. on Assem. Bill No. 186

(2005-2006 Reg. Sess.) Apr. 20, 2005, as introduced January 25, 2005.

- iii. Exhibit B-3: Assem. 3d Reading Analysis of Assem. No. 186 (2005-2006 Reg. Sess.) May 26, 2005, as introduced January 25, 2005.
- iv. Exhibit B-4: Sen. Com. on Labor & Industrial Relations, Rep. on Assem. Bill No. 186 (2005-2006 Reg. Sess.) June 22, 2005, as introduced January 25, 2005.
- v. Exhibit B-5: Sen. Rules Com. 3d Reading Analysis of Assem. Bill No. 186 (2005-2006 Reg. Sess.) July 12, 2005, as introduced January 25, 2005.

- c. Exhibit C: Legislative Summary for the Year 2001, Assem. Com. on Labor and Employment, available at [https://digitalcommons.law.ggu.edu/cgi/viewcontent.cgi?article=1435&context=caldocs\\_assembly](https://digitalcommons.law.ggu.edu/cgi/viewcontent.cgi?article=1435&context=caldocs_assembly).


2. Each of these documents is relevant to the appeal for the reasons stated in the concurrently filed Motion for Judicial Notice and supporting Memorandum of Points and Authorities.

3. Exhibits A through C were not presented to the trial court. However, they are subject to judicial notice under Evidence Code sections 452(c) and 459.

4. Exhibits A through C do not relate to proceedings occurring after the order that is the subject of this appeal.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on this, the 8th day of February, 2023, in San Francisco, California.

  
\_\_\_\_\_  
RYAN P. MCGINLEY-STEMPEL  
(SBN 296182)

# EXHIBIT A

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN SEIU LOCAL 1021- GENERAL  
CHAPTER**

**AND**

**THE ALAMEDA HEALTH SYSTEM**

**April 1, 2020 to May 31, 2024**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE 1. RECOGNITION .....	1
ARTICLE 2. NO DISCRIMINATION .....	2
ARTICLE 3. UNION SECURITY, BULLETIN BOARDS AND ACCESS.....	2
ARTICLE 4. SHOP STEWARDS .....	5
ARTICLE 5. PATIENT CARE COMMITTEE .....	6
ARTICLE 6. QUALITY PATIENT CARE.....	8
ARTICLE 7. HOURS OF WORK, SHIFTS, SCHEDULES, AND REST PERIODS.....	9
ARTICLE 8. LOW CENSUS PROCEDURE.....	15
ARTICLE 9. LEAVES OF ABSENCE .....	16
ARTICLE 10. HOLIDAYS .....	19
ARTICLE 11. PTO AND EXTENDED SICK LEAVE.....	22
ARTICLE 12. BEREAVEMENT LEAVE.....	30
ARTICLE 13. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA.....	31
ARTICLE 14. EDUCATIONAL STIPENDS, LEAVE AND CONTINUING EDUCATION.....	32
ARTICLE 15. PAY PRACTICE.....	34
ARTICLE 16. OVERTIME.....	42
ARTICLE 17. BENEFIT PROVISIONS .....	43
ARTICLE 18. DISABILITY INSURANCE BENEFITS .....	48
ARTICLE 19. LIFE INSURANCE .....	49
ARTICLE 20. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES.....	50
ARTICLE 21. UNIFORM ALLOWANCE .....	51
ARTICLE 22. RETIREMENT PLAN.....	51
ARTICLE 23. CATEGORIES OF EMPLOYEES.....	52
ARTICLE 24. SERVICES AS NEEDED EMPLOYEES AND FLOAT POOLS.....	54
ARTICLE 25. SENIORITY .....	60
ARTICLE 26. PROBATION PERIOD .....	61
ARTICLE 27. JOB VACANCIES, POSTING, AND BIDDING.....	61
ARTICLE 28. DISPLACEMENT AND EMPLOYMENT SECURITY.....	64
ARTICLE 29. EVALUATIONS.....	68

ARTICLE 30. PERFORMANCE IMPROVEMENT.....	69
ARTICLE 31. DISCIPLINARY ACTION/NOTICE OF TERMINATION / PERSONNEL FILES.....	69
ARTICLE 32. GRIEVANCE AND ARBITRATION .....	73
ARTICLE 33. SUBCONTRACTING .....	75
ARTICLE 34. SAFETY .....	76
ARTICLE 35. SOCIAL SERVICES CASELOADS .....	79
ARTICLE 36. SAVINGS CLAUSE.....	81
ARTICLE 37. ENACTMENT.....	81
ARTICLE 38. NO STRIKE, NO LOCKOUT .....	81
ARTICLE 39. SCOPE OF AGREEMENT.....	82
ARTICLE 40. TERM OF MEMORANDUM .....	82
APPENDIX A - JOB CLASSIFICATION.....	83
APPENDIX B - WAGE SCALES.....	89
APPENDIX C – AGENCY SHOP CONFIDENTIAL EXCLUSIONS .....	121
APPENDIX D - STAFFING PLANS/MATRIX.....	122
APPENDIX E DOMESTIC PARTNER DEFINED.....	131
APPENDIX F WAITING PERIODS FOR FLEXIBLY STAFFED CLASSES (TO BE TREATED AS ONE CLASSIFICATION).....	132
SIDE LETTER OF UNDERSTANDING #2 PLAN FOR REDUCTION IN FORCE .....	134
SIDE LETTER OF UNDERSTANDING #4 WEEKEND SHIFT ONLY POSITIONS – PILOT PROGRAM AT JOHN GEORGE PSYCHIATRIC PAVILION .....	135
SIDE LETTER OF UNDERSTANDING #5 – UNION OFFICES.....	137
SIDE LETTER OF UNDERSTADNING #6 – EFFECTIVE DATE OF 2020-2024 MOU PROVISIONS.....	138
SIDE LETTER - KRONOS.....	139



# MEMORANDUM OF UNDERSTANDING

## BETWEEN SEIU LOCAL 1021 AND THE ALAMEDA HEALTH SYSTEM

**THIS MEMORANDUM OF UNDERSTANDING** is entered into by the Alameda Health System (hereafter “AHS”) and SEIU Local 1021 (hereafter collectively referred to as the “Union”) for employees working in representation units referred to in Article 1 hereof.

**MUTUAL RESPECT.** AHS and the Union agree that all employees regardless of position, profession, or rank will treat each other with courtesy, dignity, and respect. The foregoing principles shall also apply in providing services to the public.

### ARTICLE 1. RECOGNITION

1. AHS recognizes SEIU Local 1021 as the exclusive bargaining representative for the full-time, part-time, and services-as-needed classifications listed in Appendix A and any other classification which may be established substantially within the scope of the duties now included within the above-referenced classifications.
2. **New Classifications:** When AHS creates a new classification substantially within the scope of the duties now included within the bargaining unit, or a new unrepresented classification or title other than those at the director, manager, or supervisor level, AHS will notify the Union of the bargaining unit assignment, if any, of such classification. Notice will be provided via email to the SEIU Local 1021 Area Director and the Chapter President. The Union shall have 30 (thirty) calendar days after transmittal of such notice to consent to AHS’s assignment of the newly created classification/title to a bargaining unit, or to an employee grouping which has not been assigned to a bargaining unit. SEIU shall submit in writing the contact information of the SEIU Local 1021 Area Director and Chapter President and provide written updates regarding changes as they occur to Labor Relations.
3. If the Union contests the bargaining unit assignment of the newly created classification/title within the 30 (thirty) calendar day notice period, AHS and SEIU shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit of the title/classification, the dispute shall be submitted to PERB for resolution.
4. If the Union does not contest the bargaining unit assignment of the newly created position within the 30 (thirty) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties.

**ARTICLE 2. - NO DISCRIMINATION**

5. **Discrimination Prohibited.** Alameda Health System shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, child birth, medical conditions related to pregnancy and child birth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, physical or mental disability, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), HIV status, status as a covered veteran or any other veteran who served on active duty during a war or in the uniformed services (including service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), as well as state military and naval service), political affiliation or political opinion, age, citizenship, union activity, or union affiliation. This provision is intended to be consistent with the provisions of applicable state and federal law and AHS policies.
6. **No Discrimination on Account of Union Activity.** Consistent with the law, neither AHS nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Union activity.
7. **Whistleblowing/Retaliation.** AHS will comply with all applicable federal, state and local legislation that protects employees who disclose information concerning their employment or any aspect of the workplace.
8. **Union Representation in Cases of Workplace Harassment.** An employee who reports that they are being harassed in the workplace may choose to have a shop steward or union representative in the meeting with management wherein management is investigating the claims being made.

**ARTICLE 3. UNION SECURITY, BULLETIN BOARDS AND ACCESS**

**Section 3.1. - Union Security**

9. **New Employee Notice of Recognized Union.** AHS shall give a written notice to persons newly employed in representation unit classifications which contains the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employees' unit and classification. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classifications of the units for which this Article is applicable.
10. **Data to Union:** On a weekly basis, AHS will provide the Union with an electronic list of bargaining unit employees': Full Name, Employee ID, Bargaining Unit, Job Title, Status, Department, Work Location, Work Email Address, Home Address, Personal Email if AHS maintains such information, Home/Cell Phone Number, Date of Hire, Seniority Date, FTE, Rate of Pay, and Pay Step.

11. **Payroll Deduction of Union Dues:** SEIU shall certify to AHS in writing the dues and required for Union membership. Any changes in the dues rate amounts to be deducted for union dues shall be certified to AHS, in writing, at least thirty (30) calendar days prior to the effective date of such change.

Employee requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than AHS. AHS shall rely on the Union's representations regarding deductions that are submitted by a representative of the Union.

Deductions for dues, COPE, or other Union-sponsored programs shall start the pay period after AHS receives notification from the Union of the authorization to make such deductions.

AHS shall transmit such payments to the Union through electronic funds transfer no later than 30 (thirty) days after the deduction from the employee's earnings occurs.

13. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the membership dues to be deducted and remitted. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over union dues.
14. **C.O.P.E.** Consistent with this Article, AHS will honor assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, when such assignments are submitted by the Union to AHS. AHS will remit such contribution to the Union. It is understood by all parties that such contribution will be on an individual and voluntary basis.
15. **Payroll Deductions and Payover.** AHS shall deduct Union dues or service fees and premiums for approved insurance programs from an employee's pay in conformity with State regulations. AHS shall promptly pay over to the designated payee all sums so deducted.
16. **Hold Harmless.** The Union shall indemnify and hold AHS, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the deduction of Union dues and/or C.O.P.E. provisions herein. In no event shall AHS be required to pay from its own funds, Union dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

### **Section 3.2. Union Bulletin Board, Meetings and Access to Employees**

17. **Bulletin Boards.** Reasonable space shall be allowed on bulletin boards as specified by Department Heads for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space as

designated, and not on walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature. Where a Department policy permits an employee to post materials in their workplace for personal convenience, union materials shall be treated on the same basis as other materials so posted.

18. **Use of AHS Facilities.** AHS facilities may be made available upon timely application for use by off-duty employees and the Union. Application for such use shall be made to the management person under whose control the facility is placed.
19. **Job Contacts.** Any authorized representative of the Union shall have the right to contact individual employees working within the representation unit represented by their organization in AHS facilities during business hours on matters within the scope of representation, provided prior arrangements have been made for each such contact with the Department Head. The Department Head shall grant permission for such contact, if, in their judgment, it will not disrupt the business of the work unit involved. When contact at the work location is precluded by confidentiality of records or of work situation, health and safety of employees or the public, or by disturbance to others, the Department Head shall make other arrangements for a contact location removed from the work area during the same workday or the following workday.
20. **Meetings.** Meetings of a representative of a recognized employee organization and a group of employees shall not be permitted during working hours, except as provided herein or in Article 32, Grievance Procedure. The Department Head may, upon timely application, allow meetings of a representative and/or a steward of a recognized employee organization and a group of employees during the lunch period in AHS facilities. If conducting group orientation sessions for new employees, the Department Head shall permit a union representative or a steward to meet with said new employees for a period not to exceed 30 minutes. A steward who attends an orientation session shall be permitted release time for this purpose. Such time is deducted from the release time permitted to Shop Stewards in Article 4, Shop Stewards. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal employee organization business.
21. **Departmental Meetings.** Unless otherwise agreed, representatives or employees of employee organizations shall not be permitted to attend meetings or conferences called by departmental personnel to attend to matters arising out of the normal course of departmental activities.
22. As used herein, departmental meetings shall not include meetings between management and affected employees on matters mutually acknowledged to be submitted under Article 32, Grievance Procedure.
23. **Personnel Manual.** AHS agrees that if a personnel manual is developed, it shall provide at no charge to each SEIU local union, one copy of the personnel manual and any updates.

## ARTICLE 4. SHOP STEWARDS

24. **Purpose.** AHS recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that the Union in appointing such shop stewards, does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.
25. **Role of Steward and Supervisor.** The shop steward recognizes the fact that the supervisor is the key person in the department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that their stewardship function does not relieve them from conforming to all rules of conduct and standards of performance established by law, regulation, or department policy or Memorandum of Understanding.
26. **Selection of Stewards.** The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Department Head and Labor Relations in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Department Head and Labor Relations shall be advised in writing of the steward being replaced and the steward named to take their place. The number of stewards shall be mutually agreed upon and a list of stewards shall be submitted to each department concerned.
27. **Duties and Responsibilities of Stewards.** The following functions are understood to constitute the complete duties and responsibilities of shop stewards.
28. **Duties and Time Limits:**
  - A. **Shop Stewards Working Full Time.** After obtaining supervisory permission, shop stewards employed full-time will be permitted to leave their regular work area during on-duty time not to exceed eight (8) hours per pay period in order to assist in the investigation of facts and assist in the presentation of a grievance or a disciplinary action.
  - B. **Shop Stewards Working Less Than Full Time.** After obtaining supervisory permission, shop stewards employed two-fifths (2/5) time or more, but less than full time, will be permitted to leave their normal work area during on-duty time not to exceed four (4) hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action.
29. **Attendance at Meetings.** Shop Steward functions shall also include attendance at meetings of the AHS Board of Trustees, AHS Human Resources Committee, Executive Committee or other mutually agreed upon meetings. Time for attendance

at such meetings shall be deducted from the above stated release time for shop steward activities.

30. **One Steward Released to Conduct Investigation.** Only one shop steward shall be entitled to release time to conduct an investigation at any one time.
31. **Permission to Investigate While on Duty.** To obtain permission to investigate a grievance on on-duty time, the steward shall advise the supervisor of the grievant of their investigation of the facts and the general nature of the grievance. The shop steward shall report such time to their supervisor as shop steward leave for timekeeping purposes.
32. **Discussion of Problem with Employees.** The shop steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by stewards as part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing.
33. **If Permission is Denied.** If, in the judgment of the supervisor, because of the necessity of maintaining an adequate level of service, permission cannot be granted immediately to the shop steward in order to present or investigate a grievance or a disciplinary action during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.
34. **Conduct of Meetings.** Any meeting of shop stewards and supervisors will be held in a quiet, dignified manner. Management personnel will agree to recognize and work with Union stewards in a conscientious effort to settle problems at the earliest possible step of the grievance procedure.
35. **Limitations of Time Off.** Stewards shall not be permitted time off from their work assignment for the purpose of conducting general Union business.
36. **Shop Steward Signs.** Shop stewards may identify themselves by use of an appropriate sign or placard so long as the sign or placard is no larger than 4 inches by 12 inches.

## **ARTICLE 5. PATIENT CARE COMMITTEE**

37. The Union and AHS agree to set up Patient Care Committees to improve patient care as well as communications and understanding between the parties. The scope of discussion includes but is not limited to:

Safety  
Patient Flow  
Standards of Practice- behavior

Staffing and skill mix  
Acuity  
Education  
Scheduling issues

38. **Departmental Patient Care Committees.** The following areas will have one Departmental Patient Care Committee each:

A. The following are joint RN Unit and General Chapter Committees:

- a. SNF
- b. Inpatient Rehab
- b. JGPH
- c. Maternal Child Health
- d. Med Surg & Telemetry
- e. ED and Trauma
- f. ICU, SDU
- g. OR, PACU, same day surgery/GI
- h. Cath Lab/short stay
- i. Ambulatory Care
  - i) Highland Clinics
  - ii) Eastmont
  - iii) Hayward
  - iv) Newark
  - v) Outpatient Psych

B. The following are General Chapter Committees only:

- a. Respiratory Care Services
- b. EVS
- c. Radiology
- d. Patient Billing/Accounting/Patient Access
- e. Medical Social Services/Care Management/Psychiatric Social Work
- f. Food and Nutrition
- g. Clinical Lab
- h. Physical Therapy/Occupational Therapy/Speech Pathology/Audiology
- i. Central Supply
- j. HIM
- k. Pharmacy

C. The parties can agree to additional committees depending on need.

39. **Center-wide Patient Care Committee.** A center-wide Patient Care Committee will consist of one representative (either from the RN Unit or the General Unit) from each of the committees listed above.

40. **Frequency of Meetings.** It is the joint responsibility of both labor and management to schedule meetings. Departmental Patient Care Committees will meet once a

month and the Center-wide Committee will meet quarterly. The parties may agree on other schedules for meetings.

41. **Agendas.** Each side will present the other with agenda items at least one week prior to the meeting; items that are not discussed will be carried over to the next meeting. It is expected that departmental representatives will report to the center-wide committee on departmental committee activities and discussions; they will also report back on the Center-wide discussions and activities at the departmental committee meetings.
42. AHS agrees assigning SEIU two seats on the Environment of Care Committee for members of the union's choice.

## **ARTICLE 6. QUALITY PATIENT CARE**

43. The highest standards of quality patient care and patient service is the mutual goal of AHS and the Union.
44. It is understood that the staffing plan in any department can be modified as a result of factors including but not limited to changes in patient acuity, patient care or service delivery system, technology, departmental geography, or other reasonable factors. Proposed changes shall be discussed prior to a decision in the appropriate Patient Care Committee (PCC). The PCC shall have one month to meet at least twice on the subject. The proposed change will then be referred to Workforce Planning to negotiate over impact for up to 30 days from the date the matter is submitted to Workforce Planning by AHS. At the end of these discussions management reserves the right to make the final decision on staffing. The staffing plan is the plan to determine core staffing needs of the unit or department and is distinct from other issues such as schedule changes. Nothing in this section shall supersede Article 28 of the MOU when there is a reduction in force.
45. AHS and the Union embrace a collaborative review and evaluation process between management and employees in the Patient Care Committees to identify issues and specific recommendations to improve patient care and patient satisfaction. The parties further share a commitment to an evidence-based approach to such ongoing review and evaluation based on research, data collection and ongoing employee input. In order to facilitate this approach information, including but not limited to the following shall be reviewed in the Patient Care Committees:
  - Departmental Staffing Plan and relevant formula, if any
  - Patient Census Numbers
  - Compliance with California State Nurse Staffing Ratios
  - Agency usage records
  - Overtime work records
  - Patient satisfaction data
  - Employee satisfaction data



- Employee vacancy and turnover rates including the time taken to fill each vacancy
- Patient Acuity
- Information and reports related to sentinel events
- Information submitted to the Joint Commission and state or federal regulatory agencies

**ARTICLE 7. HOURS OF WORK, SHIFTS, SCHEDULES, AND REST PERIODS**

46. **Work Schedule and Change of Shift.** AHS shall prepare a schedule showing the hours each bargaining unit employee is to work. A preliminary master schedule for each unit shall be posted in the unit a minimum of four weeks in advance, and available for review by all unit employees. Except under unforeseeable circumstances, AHS shall make every reasonable effort to assure that no employee shall have more than one change of shift in any workweek and that the employee shall be off duty no less than twelve (12) hours prior to working the new shift. Except in cases of emergency, employees at AHS shall be given fourteen (14) calendar days' notice of any change in shift schedule, program or service.
47. When any involuntary change in shift schedule is operationally required, AHS shall select the employee with the least seniority in the same work location, classification, and department, providing the employee possesses the skills and abilities to perform the work.
48. Except in cases of emergency or unforeseeable circumstances, employees who are reassigned to a different work location shall be given ten (10) calendar days' notice of any change in work location.
49. When any involuntary change in work location is operationally required, AHS shall select the employee with the least seniority in the same shift, classification, and department who is scheduled to work, providing the employee possesses the skills and abilities to perform the work.
50. **Workday and Workweek.** For full-time employees, the normal workday shall be eight (8) hours.
51. **Flexible Schedules.** AHS may continue current flexible workweek schedules and may agree to future requests from an individual or work group based on requests of employee(s) and operational needs. Elimination of a flexible work week shall not be subject to the grievance procedure. If the employer wishes to terminate an existing practice of flexible hours for more than one employee in a scheduling unit or group or implement a new flexible scheduling program, the Union will be notified. AHS will meet and confer upon request of the Union.
52. **Alternate Shift Assignments.** At the request of either party (AHS and SEIU), meetings can be scheduled to discuss alternate shift schedules. Any alternative schedule will require mutual agreement.

53. For each full-time employee, the normal workweek shall be forty (40) hours, except as otherwise provided in this agreement. Alternate (“flexible”) work schedules (such as 4 10’s or 9/80 schedules) may be established for individual employees, units, or departments through the meet and confer process.
54. For each part-time employee, the workday and/or workweek will be a proration of time scheduled to work to the normal workweek base of forty (40) hours.
55. For services-as-needed employees, the workweek is scheduled on an as needed basis with the workweek base being forty (40) hours.
56. **Hours of Work Defined.** For all non-supervisory employees, hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in AHS’s work place, or in some other place where the employee is carrying out the duties of AHS.
57. **Weekends Off**

AHS shall reasonably attempt to grant every other weekend off to employees who work in areas that require staffing seven (7) days a week. This provision does not apply to employees who work weekends only.
58. **Rest Periods.** No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any right to overtime be accrued for rest periods not taken. There is no obligation upon AHS to provide facilities for refreshments during the rest period, or for procurement thereof.
59. Each employee shall be granted a paid rest period of fifteen (15) minutes during each work period of more than three (3) hours duration; provided, however, that rest periods are not to be scheduled during the first or last hour of work nor are they to be taken in conjunction with lunch breaks.
60. **Meal Period.** Each employee shall be granted an unpaid uninterrupted meal period for each shift of more than six (6) consecutive hours duration; provided, however, that meal period will take place before the end of the fifth hour of work. Whenever AHS permits an employee to perform work, including directing an employee to carry a pager or phone during their meal break and be available to work upon being contacted, the meal break period shall be paid as time worked and deemed time worked for the purpose of computing overtime.
61. **Employer Initiated Changes in Hours of Work.** Pursuant to Government Code Section 3500, the employer has the obligation to meet and confer with the Union regarding proposed changes to hours of work.
62. **Voluntary Reduction of Work Period.** Upon mutual agreement of a full-time permanent employee covered by this Memorandum of Understanding and the Executive-in-Charge of the affected department such employee may elect to reduce work hours with an equal reduction in pay and paid benefits for periods of up to thirteen (13) pay periods as follows:

63. An employee and the Executive-in-Charge of the affected department may agree that the employee shall work a part-time work schedule of 90%, 80%, 70%, 60%, or 50% in any biweekly pay period with a corresponding reduction in pay.
64. Employees working an approved reduced work schedule shall revert to full-time work status at the end of the agreed to period or, if the employee transfers, promotes, demotes, terminates or in any other way changes their status with AHS they shall be removed from the reduced work schedule.
65. With ten (10) calendar days' advance notice, the Executive-in-Charge of the affected department may unilaterally terminate an approved reduced work schedule in the event of an unanticipated staffing or fiscal emergency. The determination to terminate the approved reduction shall be final and non-grievable.
66. Employees opting to reduce hours under this section, shall be deemed full-time employees for all purposes of this Memorandum provided that such employees shall be entitled to paid leave accruals and health and dental plan contributions on the same basis as part-time employees represented herein during such periods.
67. Employees who reduce working hours under this section will remain on the payroll with full-time employee status and the hours not worked as the result of the reduction shall be coded as leave without pay.
68. **Voluntary Time Off.** An employee may request voluntary time off ("VTO"). VTO must be approved in advance and the granting of such VTO shall be within the sole discretion of AHS and its denial shall not be subject to the Grievance Procedure in Article 32. VTO shall not be granted if:
  - A. It is intended to be a substitute for sick leave;
  - B. The employee works elsewhere during the VTO;
  - C. The employee is within the probation period.
69. **Distribution of Additional Hours and/or Shifts.** Each department that finds it necessary to back fill positions shall maintain a seniority list for part-time employees, a seniority list for services-as-needed employees, and a seniority list for fulltime employees for the purpose of distributing additional hours as provided herein.
70. Additional hours, whether full or partial shifts, shall be offered by seniority, to the extent operationally possible, in the following order:
  - A. Regular part-time employees
  - B. Services-as-Needed (SAN) employees
  - C. Full-time employees in accordance with Article 16.

71. Such available additional hours shall only be offered up to a maximum of forty (40) hours per employee per week.
72. All available additional hours shall be offered to AHS employees as provided herein prior to the utilization of registry or temporary agency employees provided that AHS is not contractually obligated to pay such registry or temporary agency employees for previously scheduled work.
73. **SAN Scheduling Procedures**
- A. SAN staff will identify a primary area of work and may select an alternate area in which he/she is qualified/competent.
  - B. The primary area of work obligations must be met prior to a SAN employee working in an alternate setting.
  - C. A confirmed SAN employee's shift in their primary work area cannot be bumped by a SAN employee's alternate area. Once any SAN's shift has been confirmed, said shift cannot be cancelled to accommodate a request for the shift by a regular part-time employee, a regular full-time employee, a SAN with greater seniority, or registry/traveler.
  - D. SAN employees may submit a calendar of availability to the manager to assist with scheduling. An employee may request an initialed receipt of the calendar or the calendar signed as received back; such a request shall not be denied.
  - E. Full and part-time permanent employees and then SAN employees (inclusive of 120-day retirees) shall each in turn have an exclusive view of and bidding rights to all available shifts for a minimum of 72 hours after initial posting of the preliminary schedule. A 120-day retiree's seniority shall be determined by the number of hours worked since the SAN's rehire after retirement.
  - F. Shifts will be awarded based on 1) the MOU and 2) the calendar of availability submitted by the SAN. It is not the intent of AHS to adjust regular employees' shifts to accommodate SANs. SANs shall be scheduled before registry, travelers or any other temporary workers pursuant to paragraph G. below.
  - G. Extra shifts are assigned in the following order:
    - 1. Full and part time permanent employees up to 40 hours worked in the week not resulting in time and one half.
    - 2. SANs up to 40 hours per week
    - 3. Registry and/or travelers as long as such hours do not result in time and one half.
    - 4. Time and one half overtime for permanent full and part time employees

**H.** Confirmed shifts are not guaranteed and may be canceled depending upon the staffing needs. Registry and travelers shall be canceled before permanent employees and SANs providing they are all working the same area/department. SANs whose shifts are canceled have the option of bumping registry or travelers working hours over and above their normal schedule on either of the next two consecutive shifts.

74. **Twelve Hour Schedules for Nursing Department.** Utilization of twelve (12) hour shifts for eligible employees in the nursing department shall be at the discretion of the department head or designee.
75. The twelve (12) hour position will be filled according to seniority in the unit and will be strictly voluntary, creating an integrated eight (8) and twelve (12) hour schedule.
76. Employees participating in the twelve (12) hour shift program will commit themselves to working a twelve (12) hour shift on a continuing basis. If the employee chooses to cease working a twelve (12) hour shift, they must provide written notice to the manager. The manager will make a reasonable effort to find a replacement to convert the employee back to an eight (8) hour schedule.
77. Full-time participating staff will work three (3) twelve (12) hour shifts (36 hours) in a work week and be compensated for 36 hours per week and be granted benefits equivalent to that of an employee working full-time (40 hours) in a work week. PTO, educational leave, holiday and extended sick leave accruals will be equivalent to those for full-time employees.
78. Part-time participating staff will work two (2) twelve (12) hour shifts (24 hours) in a workweek and be compensated with pay and benefits equivalent to that of an employee working twenty-four (24) hours in a workweek.
79. Shift differentials will be calculated when actual hours are worked using the following table:

7:00 a.m. — 3:00 p.m. (day)  
3:00 p.m. — 11:00 p.m. (pm)  
11:00 p.m. — 7:00 a.m. (night)

The shift differential rates shall be the applicable rates in Section 15.3.

80. Participating staff will receive three (3) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal break.
81. Full time staff working on a recognized holiday will receive one and one-half ( $1\frac{1}{2}$ ) times the straight time of the hourly rate for each hour worked. Additionally, they will receive twelve (12) hours banked holiday in lieu time, or by mutual agreement of the employee and the department head or designee may be compensated in cash pursuant to Article 10. If the employee is observing the holiday as part of their seventy-two (72) hours, the value of the holiday will be twelve (12) hours. If an employee is not scheduled to work a holiday as part of their thirty-six (36) hours, the

value of the holiday will be twelve (12) hours. If they are on paid status less than seventy-two (72) hours, the value of the holiday will be prorated.

82. Part-time participating staff will receive holidays prorated according to their regular schedule.
83. Participating staff taking a day off in lieu of an actual holiday or a PTO day will be paid for twelve (12) hours from the accrued holiday or PTO time. Floating holidays are defined as having the value of eight (8) hours for full time employees, therefore, employees would need to make up the difference with accrued PTO.
84. Part-time participating staff will receive holidays prorated according to their regular schedule.
85. In the event that AHS intends to terminate a twelve (12) hour shift arrangement it shall give at least forty-five (45) days written notice to the Union and to affected employees and, upon written request, shall meet and confer regarding such a termination.
86. **Ten Hour Schedules.** Utilization of ten (10) hour shifts for eligible employees shall be at the discretion of the CNE/Department Manager or Designee. Represented members working a ten-hour shift schedule will remain in that schedule subject to the provisions below:

- A. General Provisions.** The ten (10) hour position will be filled according to seniority in the unit and will be strictly voluntary, creating an integrated eight (8) and ten (10) hour schedule.

Employees participating in the ten (10) hour shift program will commit themselves to working four (4) ten (10) hour shifts on a continuing basis. If the employee chooses to cease working a ten (10) hour shift, they must provide written notice to the manager. The manager will make a reasonable effort to accommodate the employee and return the employee to an eight (8) hour schedule. In the event the Manager is unable to return the employee to an eight (8) hour shift, the employee may request a transfer to a vacant position pursuant to Article 27.

- B. Holidays for Ten Hour Shifts.**

Full time staff working on a recognized holiday will receive one and one-half (1 ½) times the straight time of the hourly rate for each hour worked. Additionally, they will receive ten (10) hours banked holiday in lieu time, or by mutual agreement of the employee and the CNE/Department Manager or Designee may be compensated in cash pursuant to Article 10. If the employee is observing the holiday as part of their four (4) ten (10) hour shifts, the value of the holiday will be ten (10) hours. If an employee is not scheduled to work a holiday as part of their four (4) ten (10) hour shifts, the value of the holiday will be ten (10) hours. If they are on paid status less than eighty (80) hours, the value of the holiday will be prorated.

Participating staff taking a day off in lieu of an actual holiday or a PTO day will be paid for ten (10) hours from the accrued holiday or PTO time. Floating holidays are defined as having the value of eight (8) hours for full time employees; therefore, employees would need to make up the difference with accrued PTO.

Part-time participating staff will receive holidays prorated according to their regular schedule.

- C. Termination of Ten Hour Shifts.** In the event that AHS intends to terminate a ten (10) hour shift arrangement it shall give at least forty-five (45) days written notice to the Union and to affected employees and, upon written request, shall meet and confer regarding such a termination.

## **ARTICLE 8. LOW CENSUS PROCEDURE**

- 87. During times of low patient census in which less staff is required, AHS shall apply the following procedure:
  - A.** Cancel any employee who is working an overtime shift on a rotating basis using inverse seniority;
  - B.** Cancel contract registry/travelers within the affected job classification and affected department/unit;
  - C.** Cancel SAN employees within the affected job classification and department/unit on a rotating basis using inverse seniority;
  - D.** Offer eligible employees an education day in order to complete CEUs or other educational requirements pursuant to Article 14 on a rotating basis beginning with the most senior employee; employees must provide documentation to the manager; for calculation of time, one continuing education contact hour will be equal to one hour of Education Leave up to the balance of the shift being cancelled;
  - E.** Solicit volunteers on a rotating basis beginning with the most senior employee from among employees in the affected department who are presently at work and, if time permits, among those scheduled to arrive for the upcoming shift. Employees who volunteer to be canceled may take the shift as unpaid or PTO time if accrued and available;
  - F.** Float employees within department provided the employee has the skill and ability to perform the work assigned.
  - G.** If an employee declines to float, then the employee shall be considered to have opted to voluntarily be canceled pursuant to 'E' above.

88. AHS agrees that in the implementation of this policy, it shall continue to give first priority to the delivery of high quality patient care for reasonably projected increases in census and acuity.

## **ARTICLE 9. LEAVES OF ABSENCE**

89. Leaves of absence shall be provided as described within this article and AHS policy, unless Federal, State, or local law provides a greater benefit, in which case AHS will provide the greater benefit.
90. **Duration.** A leave of absence may be granted by a Department Manager for a period of time substantiated by the employee's request. The leave should not exceed twelve (12) months within eighteen (18) months of the commencement of the first leave. The duration of a leave of absence will be extended if necessary to accommodate a disability.
91. **No Leave to Accept Outside Employment.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of AHS, except as hereinafter provided.
92. **Military Leave.** Every employee shall be entitled to military leaves of absence as specified by law. The employee must present to his supervisor a copy of their military orders that specify the dates and duration of such leave.
93. If such employee has been continuously employed by AHS for at least one (1) year prior to the date such absence begins, they shall be entitled to receive paid military leave as follows:
94. Paid military leave that may be granted during a fiscal year is limited to an aggregate of thirty (30) calendar days during ordered military leave, including weekend days and travel time.
95. Effective the ratification of the Agreement, if any single period of military leave exceeds one month, the employee will be entitled to receive paid military leave for the shifts they would have normally been scheduled up to a maximum of 30 shifts for the fiscal year. If the military leave exceeds 3 months, the employee may subsidize their military pay by using accrued holiday in lieu pay ESL or PTO.
96. During the military leave, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
97. The rate of pay shall be the same rate the employee would have received for shifts they would have been scheduled to work or scheduled for paid holiday leave, had they not been on military leave.
98. In no event shall an employee be paid for time they would not have been scheduled to work during said military leave.



99. Consistent with the law, an employee's seniority shall continue to accrue during periods spent on military leave.
100. **Leave for Assignment to Special Project.** An AHS employee who is assigned to a special project, including temporary appointments to another governmental agency or institution, may be granted a leave of absence without pay by the Department Head for the duration of said employee's assignment to the special project.
101. **Disability Leave for Other Employment.** Anything in this Memorandum of Understanding to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing their work or duties for AHS but who is nevertheless capable of performing other work or duties for an employer other than AHS may, within the discretion of the Department Head, be granted a leave of absence without pay during such disability to accept such employment.
102. **Personal Disability Leave.** After six months from date of employment, an employee shall be entitled to leaves of absence without pay for not more than two (2) periods aggregating to no more than ninety (90) calendar days within a twelve (12) month period upon presentation of acceptable proof of their personal disability. Before such leave, the employee must have used all accrued vacation, paid sick leave or compensatory time, unless the employee is receiving accrued vacation, paid sick leave or compensatory time as a supplement to disability insurance benefits under Section 18.2 of this Memorandum, in which event, the employee shall be entitled to personal disability leave. But the employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two (2) times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employee and the Department Head.
103. The Department Head may require acceptable proof of the employee's ability to return to work provided that the Department Head shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Department Head shall immediately notify the employee in writing of existing deficiencies in the submitted proof.
104. **Maternity Leave.** Pregnant employees shall furnish their Department Heads, no later than the fourth (4<sup>th</sup>) month of pregnancy, a statement of the attending physician that indicates the estimated date of delivery. A pregnant employee is entitled to a maternity leave of up to six (6) months, the dates of which are to be mutually agreed by the employee and Department Head, provided that the employee is required to take maternity leave two (2) weeks prior to the estimated date of delivery and continuing for two (2) weeks following the actual delivery, unless the employee's physician submits written approval, satisfactory to the Department Head, for the employee to work during such period. Such an employee may elect to take accrued vacation or compensatory time or sick leave during the period of maternity leave,

except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the maternity leave. The employee shall be entitled to PTO and extended sick leave with pay accumulated pursuant to Article 11 of this Memorandum of Understanding.

105. **Paternity and Adoptive Leave.** A prospective father or adoptive parent is entitled to paternity or adoptive leave of up to six (6) consecutive months, the dates of which are to be mutually agreed by the employee and the Department Head. Such an employee may elect to take accrued vacation or compensating time off during the period of paternity/adoptive leave except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for paternity/adoptive leave. The use of extended sick leave during paternity/adoptive leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in Article 11.
106. **Leave for Participating in Examination Process.** Upon forty-eight (48) hours advance notice by the employee to their supervisor, an employee shall be granted time off while participating in an Alameda County examination which is scheduled during the employee's working hours, including sufficient time to permit the employee to travel between the work place and the testing site. At their election, employees may use accrued time (vacation, float holidays) or unpaid time. Examinations for jurisdictions other than the County of Alameda are exempted from this provision.
107. **Leave for Participating in the Selection or Transfer Process.** Upon twenty-four (24) hours advance notice by the employee to their supervisor, an employee who wishes to participate in an interview as part of an interdepartmental transfer within AHS shall be granted paid leave while participating in the interview scheduled during the employee's work hours, including sufficient time to travel between the workplace and the interview site. This provision shall apply until January 10, 2002 to employees who were employed by the County of Alameda on January 9, 1999, who have reinstatement rights with the County, and who are interviewing for a County position pursuant to such rights.
108. **Leave for Employment with the Union.** Upon written certification from the Union and the agreement of the Department Head, three (3) employees at any one time, provided there is no more than one (1) employee from any one (1) classification or scheduling unit at any one time, who are subject to this Memorandum of Understanding shall be granted a leave of absence without pay for a period of up to six (6) months in a twelve (12) month period to work for Local 1021. At the end of such leave the employee shall be returned to their same classification and Department.

109. **Return To Duty.** Except as otherwise required by law, an employee who returns to duty in compliance with an authorized leave of absence not exceeding ninety (90) days shall be returned to the position they occupied at the time they went out on the leave, provided the position still exists. If the employee returns beyond the ninety (90) day period, AHS shall make its best effort to return the employee to the same geographical location, shift and, where there is a specialization within a classification, to the same specialization. Questions as to whether or not AHS has used best efforts shall not be grievable.

## **ARTICLE 10. HOLIDAYS**

110. **Holidays Defined.** Paid Holidays shall be:

January 1 – New Year’s Day

Third Monday in January – Dr. Martin Luther King, Jr. Birthday

Third Monday in February — Presidents’ Day

Last Monday in May - Memorial Day

July 4 -Independence Day

First Monday in September - Labor Day

November 11 - Veterans’ Day

Fourth Thursday in November — Thanksgiving Day

Day After Thanksgiving

December 25 — Christmas

111. All other days appointed by the President of the United States or the Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by the Board of Trustees.
112. Two (2) floating holidays are to be scheduled by mutual agreement of the employee and their Department Head and taken within the fiscal year. When a written request for a floating holiday is submitted, the Department Head shall respond in writing within fourteen (14) calendar days or shall schedule the floating holidays as requested by the employee. Employees hired on or after April 1 of any fiscal year are not eligible to receive the floating holidays in that fiscal year. Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work.
113. **Services as Needed (SANs):** Services-as-Needed employees are not entitled to holidays or floating holidays. However, Services-as-Needed employees shall be

compensated only for hours worked on holidays as defined in this section at one and one-half (1.5) times the normal hourly rate plus applicable differentials.

114. **“Holiday Shift” Defined** - When an assigned shift overlaps two (2) calendar days, a “holiday shift” occurs when the majority of work, excluding overtime, is performed or scheduled on the holiday.
115. **Value Of A Holiday.** The value of a holiday which falls during a pay period is 1/10<sup>th</sup> of an employee’s time spent in paid status during such pay period, excluding overtime. The maximum value of a holiday is eight (8) hours for a classification normally scheduled to work eighty (80) hours per pay period and eight (8) hours per days. The maximum value for an employee scheduled to work ten (10) hours a day is ten (10) hours and the maximum value of a holiday for an employee scheduled to work twelve (12) hours a day is twelve (12) hours.
116. **Holidays to be Observed on Work Days.** In the event that January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup>, known as “Veterans Day”; or December 25<sup>th</sup> shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by the Board of Trustees, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.
117. Notwithstanding the observance of holidays specified in the preceding paragraph, when December 25<sup>th</sup>, January 1<sup>st</sup> or July 4<sup>th</sup> occur in the calendar year on a Saturday or Sunday and a weekend worker is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25<sup>th</sup>, the New Year’s holiday on January 1<sup>st</sup> and July 4<sup>th</sup> on the actual day.
118. **Holiday Compensation.** For Full-Time Employees:
  - A. Holidays not worked by full-time employees shall be compensated at straight time.
  - B. Full time employees working on a recognized holiday will receive one and one half (1 1/2) time the straight time hourly rate for any time worked plus applicable differentials.
119. **For Part-time Employees**
  - A. For part-time employees, the compensation for holidays not worked shall be at straight time, prorated each pay period in which a holiday occurs, based upon a proration of the hours which would have been worked within the pay period, but for the holiday, to the normal full-time period for the job classification.
  - B. Such an employee may, in writing, with a minimum of seven (7) calendar days’ notice to their Department Head elect to use accrued vacation and/or

compensatory time off to replace a decrease experienced in the employee's regular biweekly salary due to a prorated holiday.

- C. Part-time employees working on a recognized holiday will receive one and one-half (1-1/2) times the straight time of the hourly rate for each hour worked plus applicable differentials

120. **For Services-As-Needed Employees**

Services-as-needed employees shall be compensated only for hours worked on holidays as defined in this section at one and one-half (1-1/2) times the normal hourly rate.

121. **In-Lieu Day Off**

- A. When a holiday as set forth in this Article, other than a day proclaimed by the President of the United States or the Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by the Board of Trustees, falls on an employee's regularly scheduled day off, such employee may be given an in-lieu day off (a less than full-time employee will receive a prorated in-lieu day off) within twenty-six (26) pay periods to be scheduled by mutual agreement of the employee and the Department, or the Department Head may compensate the employee in straight time including applicable differentials. Should an in-lieu day off not be taken within twenty-six (26) pay periods, the employee shall be compensated in straight time including applicable differentials.

- B. When AHS determines that it will be necessary to fill a position on a holiday, the incumbent employee shall be offered such work before it is offered to another employee, provided that the holiday occurs on the incumbent employee's regular workday. If the employee chooses to work the holiday, they shall receive an in-lieu day off in conjunction with their regularly scheduled day(s) off within twenty-six (26) pay periods to be scheduled by mutual agreement of the employee and the Department Head or by mutual agreement of the employee and Department Head the employee may be compensated in straight time including applicable differentials. Should an in-lieu day off not be taken within twenty-six (26) pay periods, the employee shall be compensated in straight time including applicable differentials.

122. **Eligibility for Holiday Pay.** To be eligible for holiday pay, except pay for a floating holiday, an employee must be on paid status the scheduled workday before and the scheduled workday after the holiday.

123. **Exempt Work Situations.** Time spent in study courses, seminars and meetings of professional groups is exempt from the provisions of this section.

**ARTICLE 11. PTO AND EXTENDED SICK LEAVE**

**Section 11.1. Paid Time Off (PTO) Leave**

- 124. A full or part time employee may use PTO for all absences such as vacations, or personal or family needs, religious observances, routine medical or dental appointments, illness/injury or any other reason deemed appropriate by the employee.
- 125. Hours Eligible for PTO and ESL Accrual: PTO is accrued biweekly, based on the straight time portion of hours paid, which includes ESL hours taken, PTO hours taken, hours worked on a holiday, call-back, jury duty, and bereavement leave. PTO does not accrue on stand-by pay, SDI benefits, workers' compensation benefits, unpaid leaves of absence, PTO paid as a lump sum, or hours worked in excess of 80 per pay period.
- 126. Services-As-Needed employees do not accrue PTO.
- 127. AHS employees shall accrue Paid Time Off as specified below. An employee who is regularly scheduled to work less than the regular workweek for the job classification shall accrue PTO leave accordingly. PTO accrual shall be prorated each pay period based upon a proration of the regular hours paid within that pay period to the regular full-time pay period for the job classification.
- 128. **PTO Accrual.** After completion of the applicable number of pay periods of continuous employment, an employee shall accrue PTO according to the following schedule for each full-time biweekly pay period on paid status.

<b>Years of Service</b>	<b>Accrual Rate</b>
0 years up to 1 year of service	.769 days (6.15 hours) per pay period (20 days per year)
1 year up to 5 years of service	.962 days (7.70 hours) per pay period (25 days per year)
5 years up to 12 years of service	1.154 days (9.23 hours) per pay period (30 days per year)
12 years up to 20 years of service	1.346 days (10.77 hours) per pay period (35 days per year)
20 years and up	1.539 days (12.31 hours) per pay period (40 days per year)

- 129. **Extra Week of Unpaid Leave.** After one (1) calendar year from date of employment, a part-time employee covered by this Memorandum of Understanding may schedule one (1) week of unpaid leave each calendar year in conjunction with an approved PTO leave. The unpaid leave shall be taken in one (1) segment. The

scheduling of this unpaid leave shall be subject to the PTO scheduling provisions contained herein. This unpaid leave shall not reduce the regular biweekly dental plan contribution nor the health plan contribution paid by AHS for such employees.

130. **Upon Separation from Employment.** An employee who accrues PTO leave pursuant to this Article and who leaves AHS service for any reason shall be paid at their hourly rate for unused PTO accrued to the date of their separation.

131. **Paid Time Off Cap**

Maximum paid time off leave balances shall be no more than one and one-half times the employee's paid time off accrual rate, and shall be as follows:

PTO Accrual Rate	Maximum Balance
20 days (160 hours)	30 days (240 hours)
25 days (200 hours)	38 days (304 hours)
30 days (240 hours)	45 days (360 hours)
35 days (280 hours)	53 days (424 hours)
40 days (320 hours)	60 days (480 hours)

132. **Date When PTO Credit Starts.** PTO accrual shall begin on the first (1st) day of employment.

133. Employees will not be permitted to accrue Paid Time Off over the cap. Thus, employees shall have the primary responsibility to schedule and take sufficient PTO leave to avoid reaching the PTO cap specified above. Managers shall make a reasonable effort to accommodate written leave requests submitted by employees which state that the purpose of such a request is to avoid reaching the PTO accrual cap.

134. **PTO Sell Back:** Employees may elect to convert to cash up to one half their annual accrual of PTO per fiscal year.

135. **Maximum PTO Leave.** An employee shall be allowed to take one and one half times their annual PTO accrual during any calendar year, provided that they have accumulated sufficient unused PTO leave.

136. **Effect of Leave Without Pay on PTO Credit.** No PTO credit shall be earned during the period when an employee is absent on leave without pay.

137. **Effect of Absence on Continuous Service.** Absence on authorized leave with or without pay, time during which a person is displaced, and time during which a person is temporarily not employed by AHS, if followed by reemployment within

two (2) years, shall not be considered as an interruption of continuous service for the purpose of this section, but the period of time such employee is absent on authorized leave without pay is displaced or is temporarily not employed shall not be counted in computing such years of continuous employment for the purpose of this section.

138. **Rate of PTO Pay.** Compensation during PTO shall be at the rate of compensation which such person would have been entitled to receive, including premium pay, if in active service during such PTO period.
139. **When PTO Leave May Be Taken.** Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the PTO leave.
140. **PTO Seniority.** PTO shall be scheduled based on seniority as defined in Article 25 Seniority.
141. **PTO Scheduling.** The department manager/designee shall post seniority lists; reasonable scheduling requirements specific to the scheduling unit; and blank calendars for employees to submit three choices. This posting shall take place in January for a four (4) week period. Employees can list three choices of PTO segments. Each employee, in order of seniority, shall be granted one of the three PTO requests until everyone in the unit has been scheduled for one PTO segment. Then the process repeats itself.
142. The department manager/designee shall approve such choices on the basis of employee seniority as set forth in Article hereof within four (4) weeks of the conclusion of the four (4) week posting period.
143. PTO requests must be submitted electronically after the posted PTO process, and such requests shall be approved on a first come, first serve basis. When a PTO request is submitted electronically, the Department Head or designee shall respond within ten (10) calendar days in writing or shall schedule the PTO requested by the employee. Approval will be contingent upon staffing needs as determined by the manager and will not be disapproved solely based on when the request was submitted. It is understood that the earlier a request for time off is submitted, the more likely it is that it can be approved.
144. **PTO Leave Segments:** The Department Manager or designee, at their discretion, may grant an employee additional segments of PTO increments of less than one shift provided such request is submitted in advance.
145. **Personal Emergency Leave.** An employee shall be allowed two (2) days in any calendar year from their regular PTO allowance for unexpected, unplanned emergency situations. Such personal leaves shall be in segments of four (4) hours. Employees who provide their manager at least forty-eight (48) hours' notice of their need for personal emergency leave may use their accrued PTO in two (2) hour increments. If notice is provided, Personal Emergency Leave shall not be counted as



an occurrence for attendance purposes. If notice is not provided, the absence will count as an occurrence unless it is an absence protected by law.

146. **PTO Transfer.** Married couples or domestic partners, employed by AHS may elect to transfer up to five (5) days of their accrued PTO leave balances to their AHS-verified spouse or domestic for each event of maternity, paternity and adoption.
147. **Emergency Paid Time Off Leave Defined.** As used in this section, “Emergency Paid Time Off” means non pre-approved leave of absence of an employee because of any of the following: (i) an emergency illness or injury which renders him/her incapable of performing their work or duties for AHS; (ii) a personal emergency that requires an absence from work and (iii), an emergency leave to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments. Generally, Emergency Paid Time Off is that time called out the same scheduled day of work in conformance with the HR Policy and Procedure.
148. There shall be no seasonal ban on PTO scheduling for employees covered by this MOU.
149. **Routine Medical or Dental Appointments.** Routine medical or dental appointments of the employee or the employee’s family as defined in this Article are a legitimate use of PTO, and employees should be encouraged to have periodic medical examinations to maintain their and their family’s health. Except in an emergency, employees who wish to use PTO for routine medical/dental appointments or for acquiring or repairing durable medical equipment shall.
  - A. Schedule such appointments in advance;
  - B. Whenever possible, schedule such appointments at the beginning or end of the shift;
  - C. Provide their supervisor with advance notice.
150. Any employee who is scheduled to work on a holiday but is unable to work due to illness or injury will receive holiday pay at straight time for the hours that were scheduled. Time will not be deducted from the employee’s PTO balances. (This does not apply to disability which has been approved as industrial sick leave. Industrial sick leave provisions apply to holidays — scheduled but not worked — as though they were any work day.)
151. **Emergency Paid Time Off Review.** No employee shall be placed on Emergency Paid Time Off review unless they have first received an oral warning that their individual attendance record requires improvement, followed by a written confirmation. The evaluation of an employee’s attendance shall not be based on absences covered by Workers’ Compensation, FMLA or other legally prohibited bases. Upon request, an employee shall be given a profile documenting their attendance record. If an employee is placed on Emergency Paid Time Off review,

they are to be provided with a written statement explaining the reason and the length of time their attendance is to be monitored.

152. **Medical Report.** The Department Head, as a condition of granting Emergency PTO with pay, may require medical evidence of sickness or injury in the form of a statement from an employee's physician or other medical provider acceptable to the department when the employee is absent for more than three (3) consecutive working days or when the department head determines within their discretion that there are indications of excessive use of Emergency PTO leave or Emergency PTO leave abuse.
153. A diagnosis is not required as medical evidence of sickness or injury unless it is reasonable to believe that the employee's condition may endanger the health or safety of other employees and/or the public.
154. **Use of Paid Time Off for Sick Family Members. Emergency Leave — Sickness in Immediate Family.** A leave of absence with pay because of sickness or injury in the immediate family of a person in AHS service shall be granted by the Department Head for up to ten (10) days per calendar year to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments but not to exceed the amount of time which the person would be authorized for Paid Time Off in this Article. Time taken for leave of absence under the provisions of this Paragraph shall be deducted from the PTO leave allowable for such person. For the purpose of this Paragraph, "immediate family" means, mother, stepmother, father, stepfather, husband, wife, domestic partner son, step-son, daughter, step-daughter, grandmother, grandfather, foster parent, foster child, mother-in-law, father-in-law, or any other person sharing the relationship in loco parentis or any other relative for whom the employee is the verifiable legal guardian or is the verifiable legal guardian of the employee; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law.

## **Section 11.2. Extended Sick Leave and Industrial Sick Leave Supplement**

155. **Extended Sick Leave**
  - A. Regular status employees will accrue 4 days (1.231 hours per pay period) extended sick leave per year prorated by FTE for part-time employees. This is in addition to PTO hours.
  - B. Extended sick leave may be used for periods of illness of the employee or a family member as defined above that exceed one (1) week worth of core scheduled shifts. The first one (1) weeks of such an illness will be covered by PTO.
  - C. Employees on approved Workers Compensation leaves for the first three days and FMLA may use extended sick leave from the first day out. This does not apply to intermittent FMLA. If the employee is admitted to the

hospital for one or more days during that first week, that employee may use ESL from the first day the employee is out. Also, if an employee undergoes surgery that requires them to be off work three or more days, ESL may be used commencing the first day of absence. If the employee becomes ill or injured within five (5) calendar days of having used Extended Leave, for the same illness/injury/condition that originally caused the employee to use ESL as established by medical documentation, FMLA or worker's compensation paperwork, then ESL may be used commencing the first day of absence.

- D. Employees who are on a leave of absence related to the COVID-19 pandemic who have ESL available may elect to use ESL commencing the first day of absence in one of the following instances:
  - A. When the Employee or a family member for whom the employee is caring is on Quarantine or isolation directed by a primary care provider, Public Health Authority or AHS Employee Health.
  - B. When the Employee or a family member for whom the employee is caring has a documented positive test for COVID-19.

- 156. Extended sick leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the leave.
- 157. **ESL as Retirement Credit.** AHS employees who are members of the Alameda County Employees' Retirement System and who retire shall be credited with fifty percent (50%) of their accrued and unused ESL bank as of the date of their retirement, up to a maximum credit of 62.5 days.
- 158. **Industrial Sick Leave Supplement.** If an employee is incapacitated by sickness or injury received in the course of their employment by AHS, such employee shall be entitled to pay as provided herein.
- 159. **Amount and Duration of Payment.** Full-time employees shall be entitled to receive supplemental industrial sick leave wage continuation commencing with the fourth (4th) calendar day of the incapacity except in cases where the employee is incapacitated for more than fourteen days or hospitalized, paid leave starts on the first day of incapacity. The industrial sick leave wage continuation shall be equal to the difference between 70% of their regular or base salary including differentials, footnotes and the amount of any Worker's Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one hundred eighty (180) calendar days from the date of sickness or injury resulting in the disability. Net regular or base salary shall be defined as the average of the preceding four (4) pay periods resulting in the incapacity. Following one hundred eighty (180) calendar days, accrued sick leave may be granted to supplement temporary disability payments to provide the disabled employee up to no more than the net regular or base salary (as defined above) received at the time of the injury.

160. **Part-time Employees.** This Section applies to part-time employees, but shall be on a prorated basis.
161. **On the Job Assault.** In the event that the employee is injured as a result of assault on the employee's person, the industrial supplemental pay period shall not exceed one (1) calendar year from the date of injury. Assault shall be defined as a physical attack upon the person of the employee that results in the actual physical injury to the body of the employee. The injury must be certified by a medical professional after a physical examination of the employee.
162. **When Payments Shall Be Denied.** Payments shall not be made pursuant to this Section to an employee:
- A. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law;
  - B. Whose injury or illness has become permanent, and stationary;
  - C. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in their usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation;
  - D. Who is retired on permanent disability and/or disability retirement pension;
  - E. Who unreasonably refuses to accept other AHS employment for which they is not substantially disabled;
  - F. Whose injury or illness is the result of failure to observe AHS health or safety regulations or the commission of a criminal offense;
  - G. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and,
163. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving Workers' Compensation temporary disability benefits and supplementing such payments with accrued paid leave or Workers Compensation Supplemental Leave shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
164. **Leave for Medical Treatment.** Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions:
- A. Treatments are being paid under Workers' Compensation;

- B. The therapy diagnostic tests or treatment falls within the employee's normal working hours;
- C. The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. Such leave shall be granted for up to six (6) months following date of injury or original return to work date whichever is later but shall not be granted once an employee has been declared permanent and stationary. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

165. **Services-As-Needed:** Employees in classes designated Services-As-Needed or by the letter N who are absent from work due to an industrial injury or illness, who had been receiving health and dental benefits, and who would otherwise have worked and continued to receive such benefits but for the industrial illness or injury, shall continue to be eligible to receive health and dental benefits at the same level as set forth in Section 17.1. Employees hired in SAN classifications after July 1, 2005 shall not be eligible for Supplemental Worker's Compensation benefits.

166. **Modified Duty Program.**

**a. Workers Compensation Injuries:** AHS will exercise its best efforts to provide an assignment to workers with temporary injuries who are capable of performing modified duties for a period of up to ninety (90) days. If the employee's condition is improving per the employee's workers compensation doctor and is able to demonstrate that improvement relative to the expectations of the usual job duties, the modified duty shall be extended up to an additional ninety (90) days.

**b. Non-work Related Health Conditions:** AHS will exercise its best efforts to provide an assignment to workers with temporary health conditions who are capable of performing modified duties for a period of up to ninety (90) days. If the employee's condition is improving per the employee's treating physician and is able to demonstrate that improvement relative to the expectations of the usual job duties, the modified duty shall be extended up to an additional ninety (90) days.

**Section 11.3. Catastrophic Sick Leave Program**

167. An employee may be eligible to receive donations of paid leave to be included in the employee's PTO or extended sick leave balance if they have suffered a catastrophic illness or injury which prevents the employee from being able to work and if they have passed the probation period. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, or a long term major physical impairment or disability.

168. **Eligibility:**

- A. The recipient employee, the family of the recipient employee, or other person designated in writing by the recipient employee must submit a request to the AHS Human Resources Department.

- B. The recipient employee is not eligible so long as they have paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- C. A medical verification including diagnosis and prognosis must be provided by recipient employee.
- D. A recipient employee is eligible to receive up to one hundred eighty (180) working days of donated time per employment.
- E. Donations shall be made in full day increments for full-time employees, and in increments equal to half a full-time shift for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable. (Employees with PTO balances that exceed the amount that can be paid off, may donate unlimited amounts of PTO to an AHS catastrophic sick leave pool).
- F. The donor employee may donate PTO, compensatory time or in lieu holiday time which shall be converted to recipient employee's extended sick leave balance and all extended sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- G. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's extended sick leave balance on a dollar-for-dollar basis.
- H. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's extended sick leave balance.
- I. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at AHS's sole discretion and shall be final and non-grievable.
- J. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

## **ARTICLE 12. BEREAVEMENT LEAVE**

- 169. Leave of absence with pay because of death in the immediate family of a regularly scheduled AHS employee may be granted by the Department Head for a period of up to five (5) days, except 10- and 12-hour shift employees as provided in this Article. For purpose of this section, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner, (upon submission of an affidavit

as defined in Appendix E), son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law and father-in-law, or any other person sharing the relationship in loco parents or any other relative for whom the employee is the verifiable legal guardian or is the verifiable legal guardian of the employee; and, when living in the household of the employee, brother-in-law, sister-in-law.

- 170. Employees assigned 12-hour shifts shall be entitled to three (3) shifts off for bereavement leave.
- 171. Employees assigned 10-hour shifts shall be entitled to four (4) shifts off for bereavement leave.
- 172. Entitlement to a leave of absence under this section shall be only for all hours the employee would have been scheduled to work for those days granted, and shall be in addition to any other entitlement for PTO, extended sick leave, emergency leave, or any other leave.

### **ARTICLE 13. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA**

- 173. **Compensation.** Employees will be released from work and paid their regular rate of pay for any hours missed for jury duty or to respond to a subpoena.
- 174. **Afternoon/Evening, Saturday/Sunday Schedules.** Any employee assigned an afternoon or evening shift shall be entitled to equal time off as leave with pay from their next regularly scheduled shift for all time spent serving on jury duty, or answering a subpoena as a witness and for traveling to and from court.  
  
If the employee calls the Jury Pool and is told not to report for jury duty, the employee is expected to work their next shift. If the response from the Jury Pool is to call back or report later in the day, the employee must contact their supervisor to work out and/or switch their time such that the employee only gets one shift off for each day of jury duty.
- 175. Any employee who is regularly assigned to a schedule which includes working Saturday and Sunday, who serves on jury duty on their entire two (2) scheduled days off during the previous Monday through Friday, shall be allowed the option to contact their supervisor and schedule their next regular work day as PTO.
- 176. **Travel Time.** Sufficient paid leave shall be granted to permit an employee to travel between the work place and the court, while serving on jury duty or in answer to a subpoena as a witness.
- 177. **Reporting to Work if Excused.** When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half (1/2) their regularly scheduled shift, the employee shall report to duty and jury duty pay under this section shall be reduced accordingly. If the employee fails to report as set forth herein, the employee shall be docked for the balance of the day.

178. **Standby Jury Duty.** Employees shall apply for standby jury duty if the court permits this option. An employee whose work assignment precludes participation in the standby jury duty shall be exempted from this requirement, provided that AHS may adjust an employee's work assignment to permit the employee to apply for standby duty.
179. **Witnesses.** Employees who are subpoenaed to be a witness on behalf of AHS in a civil or criminal trial shall receive paid release time for such service based on their regular schedule.

## **ARTICLE 14. EDUCATIONAL STIPENDS, LEAVE AND CONTINUING EDUCATION**

### **Section 14.1. Educational Leaves and Time Off**

180. Unpaid Educational Leave. A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one (1) year.
181. Paid Educational Leave ("Education Leave"). Regular status full and part-time employees are encouraged to pursue professional development and education in relation to their career in health care.
182. **Eligibility.** Employees who are regular full-time or part-time with more than three (3) months of continuous service are eligible for paid educational leave.
183. **Amount of Educational Leave.** Employees shall receive up to twenty (20) hours of Educational Leave per fiscal year, pro-rated for part time employees. Payment for such Educational Leave shall be at the employee's straight time hourly rate.
184. **Approval.** AHS will approve applications for Education Leave provided:
- A.** The courses, workshops or seminars relate to the employee's profession or certification in an area of practice within AHS and there is a direct benefit to the employee in maintaining or improving their skills in their current position; and
  - B.** The employee provides a copy of the continuing education certificate, or verification of attendance for such courses, workshops or seminars prior to payment for Education Leave; and
  - C.** Such Education Leave does not unreasonably interfere with staffing requirements or patient care; and
  - D.** A written request is received at least four (4) weeks prior to the commencement of the class for which the Education Leave is to be taken.



185. **Home Study.** An employee may elect to utilize their Education Leave allotment for the purpose of home study. The home study course must meet the following and all other criteria established for paid Education Leave.
- A. All home study must be approved prior to starting the course.
  - B. The course announcement must accompany the request for approval.
  - C. Employees will receive payment for Education Leave upon presentation of proof of completion of a course.
  - D. For calculation of time, one (1) continuing education contact hour will be equal to one (1) hour of Education Leave.
  - E. Home study time will not be counted for overtime purposes.
186. **AHS Required Course.** If AHS requires an employee to attend an educational training program or in-service, the employee shall be paid at their straight time hourly rate for the period of their attendance with a minimum of one (1) hour's pay. Such time shall be counted as work time and shall not be charged against an employee's annual Education Leave.
187. **Leave for Participating in a Literacy Program.** Any employee accepted into a workplace literacy program as a learner or a participant shall be permitted up to twenty-five (25) hours in a twelve (12) month period of paid educational leave with pay to the extent that such courses of instruction are provided during the employee's on-duty hours.
188. **Training and Certification for Blood Drawing.** Should a department within the AHS elect to assign an employee the task of drawing blood, AHS will provide training and certification to the assigned employee if they are not currently certified to draw blood. Such training will be provided on AHS time. If such assignment is not part of the employee's job specification, the Union and AHS will meet and confer regarding the job specification prior to the assignment.
189. **PM and Night Shift Employees.** When AHS requires an employee to attend a class of four (4) hours or more during what would be the employee's normally scheduled time off, AHS will schedule the employee off either the full shift before or after. AHS will not change the work schedule if the class is fewer than four (4) hours.

#### **Section 14.2. Educational Stipends and Continuing Education**

190. Upon the approval of the Department Head of any plan submitted by an employee with more than three (3) months of continuous service to engage in job-related educational courses which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities within the employee's current discipline at AHS, AHS shall pay approved educational expenses up to \$1000 per employee per fiscal year. More than one educational plan may be approved in any fiscal year, but in no event shall the stipend exceed \$1000 per employee per fiscal

year. The maximum AHS liability under this section shall not exceed \$240,000 in any fiscal year except as herein provided. AHS agrees to carry over from fiscal year to fiscal year any unexpended funds from this provision, not to exceed a maximum of \$26,000. Employees shall receive such stipends on a first come-first served basis each fiscal year. Receipts shall be submitted in accordance with departmental rules and AHS policies.

191. The employer hereby agrees to contribute .22% (twenty-two hundredths of one percent) of the collective bargaining unit's annual payroll, in each year of the Agreement, to the SEIU United Healthcare Workers West and Joint Employer Education Fund starting April 1, 2012. Said contribution payments for the first year shall be payable no later than February 28, 2012 and each February 28th thereafter, and shall be based on the W-2's for the prior year. In the event that the employer initially joins the Education Trust Fund after the February 28th due date for the current year, a pro rata contribution of the annual contribution of .22% for the remaining portion of the current calendar year will be paid. Upon said payment, covered employees will be eligible for benefits during the current calendar year. The employer further agrees to be bound by the term of the Trust Agreement, the Plan Document, and the rules and regulations adopted by the Trustees of the Fund.

## **ARTICLE 15. PAY PRACTICE**

### **Section 15.1. Wages**

192. SAN employees will be paid at least 6% over step 3 (Step 8 for the Clinical Lab Scientist series) of each affected comparable title for Group 1; 5% over Step 3 for Group 2; and 5% over Step 3 for Group 3. These percentage differences apply to both current and future titles that have SANs.
193. Wages:
- Retro-active wage increase from the pay period beginning July 12, 2020: 3% across the board increase. To qualify for the retro payment an employee must be employed in the bargaining unit on the date the payment is made. Payment to be made within 60 days of ratification.
- A.** Effective the pay period that includes April 18, 2021, AHS agrees to pay an across-the-board wage increase of 3.0% for all classifications covered by this agreement
  - B.** Effective the second full pay period of April 2022, AHS agrees to pay an across-the-board wage increase of 3.0% for all classifications covered by this agreement.
  - C.** Effective the second full pay period of April 2023, AHS agrees to pay an across-the-board wage increase of 3.0% for all classifications covered by this agreement.

**D. Equities-**

- i Care Management Community Health Worker Series Increase Range by 1.5% effective with the first across the board base building increase.
  - ii Pharmacy Technician increase range by 1% effective with the first across the board base building increase.
194. Employees in the titles Surgical Techs, Dietetic Technicians Registered, and Certified ED Techs who are or become registered and/or certified, will receive an extra \$1 an hour.
195. LVN IV Certified will makes \$1 an hour over the base hourly rate for Licensed Vocational Nurse.
196. Any Respiratory Care Practitioner who becomes registered through the National Board for Respiratory Care will be automatically moved to Registered Respiratory Therapist upon evidence and verification of such registration.
197. If an employee was laid off, was subject to a mandatory bid and ended up going from an 8-hour shift position to a 12-hour shift position, that employee will receive a 2.5% increase. Employees in 12-hour titles who are grandfathered will keep the grandfathered higher rate if promoted or transferred after the effective date of the contract.
198. If an employee is at the top step and has at least 20 years of service based on the Lawson seniority date, they will move to a 2% longevity step
199. **Training Pay**
200. If an employee is assigned to train or orient an employee for a specific period of time, the employee assigned will be paid an additional \$2.10 per hour premium for the time period they are assigned to train or orient the employee.

**Section 15.2. Wage Scale Progression**

201. **Step Placement and Increases.** Except as herein otherwise provided, where compensation is designated by a schedule of steps, the rate of compensation shall be at the rate designated under the first (1<sup>st</sup>) step. After an employee completes the equivalent of thirteen (13) biweekly payroll periods of continuous full-time service in the same classification at the first (1<sup>st</sup>) or second (2<sup>nd</sup>) step, they shall advance to the next step. After they has completed the equivalent of twenty-six (26) biweekly payroll periods of continuous service in the same classification at the third (3<sup>rd</sup>) or fourth (4<sup>th</sup>) step, they shall advance to the next step. For classifications with 6 steps in Group 3, excluding Eligibility Clerks, effective after pay period 14 of 2012, those employees on step five shall advance to step 6 upon completion of the equivalent of fifty-two (52) pay periods. Eligibility clerks shall move from Step 5 to Step 6 after pay period 14 of 2012 after the equivalent of one hundred and four (104) pay periods and from Step 6 to Step 7 after the equivalent of fifty-two (52) pay periods.

202. In classifications with seven (7) salary steps, progression shall be as follows: after an employee completes the equivalent of one hundred four (104) full-time biweekly pay periods of continuous service in the same classification at the fifth (5<sup>th</sup>) step, they shall advance to the next step; after an employee completes the equivalent of fifty-two (52) full-time biweekly pay periods of continuous service in the same classification at the sixth (6<sup>th</sup>) step, they shall advance to the next step.
203. In classifications with nine (9) salary steps, progression shall be as follows: after an employee completes the equivalent of one hundred fifty-six (156) full-time biweekly pay periods of continuous service in the same classification at the seventh (7<sup>th</sup>) step, they shall advance to the next step; after an employee completes the equivalent of one hundred thirty (130) full-time biweekly pay periods of continuous service in the same classification at the eighth (8<sup>th</sup>) step, they shall advance to the next step.
204. **Date of Step Increases.** The effective date of a step increase shall always be the first (1<sup>st</sup>) day of a biweekly pay period. If the employee completes the hours necessary to advance to the next step, during the first five (5) calendar days of a pay period, excluding holidays, the advancement shall be effective on the first (1<sup>st</sup>) day of that pay period; otherwise, the anniversary date shall be the first (1<sup>st</sup>) day of the succeeding biweekly pay period.
205. **Appointment Above the First Step.** Newly-hired employees with prior work experience in a position with a substantially similar scope of duties will be placed on the step corresponding to their length of experience
206. **Pay for Transfers/Promotions.** An employee who transfers to a classification with the same compensation rate shall be placed in a step rate that will not result in a reduction in pay, and thereafter shall advance in the schedule in accordance with this Article.
207. An employee who transfers to a classification with a lower compensation rate shall be credited with their service in the previous position compensation rate and thereafter shall advance in the schedule in accordance with this Article.
208. An employee who is promoted to a classification with a higher compensation rate shall be placed at the step which is at least three percent (3%) above the rate they was receiving in the lower level classification; provided, however, that if the resultant increase in compensation is less than five percent (5%), the length of time required to be served in the new salary step, shall be reduced by one-half (1/2). Thereafter, the employee shall advance in the schedule in accordance with this Article.
209. **Effect of Absences on Wage Increments.** For the purposes of advancing in the step schedule the following shall not be considered absences and the employee shall be credited with the periods of time based on their regular schedule:
- A. Absence on authorized leave with pay and absence on military leave;
  - B. Any absence within the first two (2) biweekly pay periods of service which would have been compensated for had it not fallen within such period.

### Section 15.3. Premium Conditions

210. **Split Shift-** Any employee required to work a split shift shall be paid at a rate of five percent (5%) over and above their regular biweekly or hourly rate of pay for the entire shift so worked. For purposes of this paragraph “split shift” is defined as any daily tour of duty divided into two (2) work periods of time and taking more than nine and one-half (9-1/2) consecutive hours to complete.
211. **Shift are defined as follows:**
- A. A “**PM Shift**” means a scheduled shift in which a majority of the shift occurs between 3:00\_PM and 12:00 AM.
  - B. A “**Night Shift**” means a scheduled shift in which a majority of the shift occurs between 11:00 PM and 7:00 AM.
212. The following provisions—shall apply to the classifications listed in this Paragraph when such employees are assigned to a twenty-four (24) hour unit.
- A. Certified Nursing Assistant, Certified Nursing Assistant SAN, LVN, LVN-IV Certified, LVN SAN, Surgical Tech, Clinical Lab Scientist I, Clinical Lab Scientist II, Clinical Lab Scientist III, Clinical Lab Scientist I SAN, Clinical Lab Scientist II SAN, Pharmacist, Pharmacist SAN, Rad Tech I, Rad Tech II, Rad Tech III, Rad Tech IV, Sonographer I, Sonographer II, and Sonographer III, Mammo/QA Tech, Psych Tech, Psych Tech SAN, Pharmacy Tech, Respiratory Care Practitioner I, Respiratory Care Practitioner II, Registered Respiratory Care Practitioner, Respiratory Care Practitioner II SAN, Senior Respiratory Care Practitioner (Registered), Inhalation Therapy Aide, Mental Health Specialist I, Mental Health Specialist II, Mental Health Specialist II SAN, Lab Assistant I, Lab Assistant II, Lab Assistant III, Pulmonary Function Tech, Health Services Trainee, Medical Assistant, Eligibility Specialists I, Eligibility Specialists II, Eligibility Specialists III, Eligibility Clerks and ED Tech’s.
  - B. Employees who work a PM shift shall be paid a differential of eleven percent (11%) calculated on their base pay.
  - C. Employees who work a night shift shall be paid a differential of fifteen and one-half percent (15.5%) calculated on their base pay.
213. The following provisions shall apply to all other employees:
- A. Employees who work a PM shift shall be paid a differential of seven percent (7%) calculated on their base pay.
  - B. Employees who work a night shift shall be paid a differential of nine percent (9%) calculated on their base pay.

214. **Bilingual Pay.** Upon the recommendation of the Department Head and the approval of the Chief Human Resource Officer, a person, other than those in the Interpreter/Translator classification, occupying a position requiring fluency in English and in a designated language shall receive an additional forty dollars (\$40.00) per pay period compensation for Level I Certification and forty-five (\$45.00) per pay period compensation for Level II Certification. A person occupying such a position and having proficiency in English and two or more designated languages shall receive forty-five (\$45.00) per pay period for Level I Certification and fifty dollars (\$50.00) per pay period compensation for Level II Certification, provided that such a person is required to utilize such additional languages for AHS. All employees receiving bilingual pay may be required to pass a proficiency test or tests. Employees receiving this compensation shall be available to support AHS' patient centered care and bilingual communication needs. To qualify for bilingual pay, an employee must be assigned to perform bilingual services. The employee's manager will sign a written verification that such employee is performing bilingual services that are needed and such verification shall be presented to the Interpreter Services Department at the time the employee is requesting to be tested for bilingual proficiency.

Upon the implementation of this agreement, AHS will grandfather all employees who are currently receiving the bilingual variant and new applicants will only be eligible for the flat rate stipend.

Every six months after the implementation of the agreement, the Interpreter Service Department will verify if the employee is still required to perform bilingual services.

If the Interpreter Service Department's Director determines an employee is no longer required to perform bilingual services, the Director will provide written notification to such employee and their manager. Such written notification will include the reasons for revoking the stipend and the effective date when the stipend will stop.

If the employee disagrees with the Director's decision, they may file a grievance in accordance with Article 32.

AHS agrees to review the job description of the Medical Translator II and Medical Interpreter/Translator III, to reflect current job duties as well as AHS' needs.

AHS agrees to notify the Union and meet and confer if requested by the Union if the Level I and Level II certification tests are altered.

Upon the implementation of this agreement, the interpreter dispatcher classification will receive the same hourly rate as the Interpreter/Medical Translator II.

215. **Definition of Weekend for Purpose of Working Shifts to Meet Weekend Work Obligation.** A weekend shift is defined as 12:01 am Saturday through 11:59 pm Sunday. Weekend hours include all hours worked between the shift change time closest to 11:00 pm Friday and the shift change closest to 8:00 am Monday. Only up to two shifts per weekend are eligible for weekend differential.

216. For all employees required to work two shifts every other weekend, the definition of the weekend requirement which meets the definition of the weekend as defined above will be specific to the unit assigned.
217. **Weekend Shift Differential.** Employees who work during a weekend shall be paid a differential of five percent (5%) over the base hourly rate of pay calculated on all hours worked, not paid for, between 12:01 a.m. Saturday and 7:30 a.m. on Monday. Only up to two shifts per weekend are eligible for weekend differential. This differential has no applicability and will not be paid if an employee is receiving weekend differential pursuant to paragraph below.
218. **Weekend Shifts.** Specified employees shall receive a differential of twenty percent (20%) when assigned a majority of their shift to a twenty-four (24) hour unit at the facilities listed and work in excess of two (2) daily weekend shifts in a consecutive two (2) week calendar period.
219. The preceding paragraph shall apply to the following classifications: All LVN classifications and LVN IV certified; all Respiratory Care Practitioner classifications; Pulmonary Function Therapist; Certified Nursing Assistant; Mental Health Specialists; Psychiatric Technician.
220. Individual employees may waive this premium payment.
221. **Lead/Charge Differential.** Employees who are assigned to and perform lead duties for an entire shift when such duties are not incorporated in the scope of their classifications, not to exceed one (1) employee per unit per shift, shall receive a differential of five percent (5%) based on their regular straight time pay.

AHS shall define in writing qualifications to serve as lead/charge. Each employee who meets the qualifications will be eligible for a lead/charge assignment. When more than one employee on a shift possesses the same skills and experience, seniority will determine who is assigned lead duties.

#### **Section 15.4. Special Performance Pay**

222. **For Standby Duty.** An employee who has been instructed by their supervisor or designee to be “on standby” shall be paid at the rate of one half ( $1/2$ ) the straight-time hourly rate of their classification when on “standby.”
223. All employees who, on the effective date of the MOU, (August 20, 2000) received standby pay at the rate of three-quarter ( $3/4$ ) time, shall continue to be paid at that rate and under the same conditions for standby while they remain continuously employed at AHS.
224. For the purposes of standby pay, the regular straight time hourly rate shall not include shift differentials.
225. **For Call-Back.** Regardless of actual hours worked in that workweek, an employee shall be compensated at time and one half ( $1\frac{1}{2}$ ) the straight-time hourly rate,

including applicable shift differential, when called back from either standby or non-standby status, with a guarantee of two (2) hours work for hours worked on such a call back.

226. An employee called back to work because of a shift change shall be compensated at the call-back rate for only the hours worked prior to the beginning of the employee's regular shift. An employee notified of a shift change before going off duty is not eligible for call back pay.

227. **For Temporary Assignment to a Higher Level Position.** An employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher level position provided that all of the following criteria are met:

- A. The full range of duties of the higher level position except the preparation of performance evaluations has been specifically assigned in writing by the Department Head.
- B. Assignment for out-of-class pay can only be made for the full shift of the higher level position. Under the provisions of this section, part-time employees can only meet the "full shift" criteria by being assigned to a higher level part-time position, or by being assigned to work the full shift of a full-time position.

Compensation for temporary assignment to a higher level position shall be as follows:

228. The service in such position exceeds five (5) days in any twelve (12) month period, and payment shall be retroactive to the first (1<sup>st</sup>) day of such services in a twelve (12) month period.

229. The rate of pay pursuant to this section shall be on a step of the higher level classification that is at least 3% (three percent) above the temporarily reclassified employee's current pay. Since out-of-class pay is an assignment rather than an AHS appointment to the position, the employee is not eligible for step increases that apply to the higher level position, but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position.

230. An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:

- A. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.
- B. Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, if an absence exceeds five



(5) consecutive work days, the employee shall be paid for such absence in excess of five (5) workdays at the employee's regular non-out-of-class rate.

231. Work assignments shall not be changed or rotated among employees for the purpose of evading this requirement of providing greater compensation to an employee who would otherwise be eligible for such pay as provided herein.
232. **Reporting Pay.** In the event that an employee is scheduled or directed to report for work and so reports and is told by the Department Head that their services are not required, they will be entitled to two (2) hours pay at the straight time rate. If such employee is sent home through no fault of their own before completion of a shift, such employee will be entitled to a minimum of four (4) hours of pay at the straight time rate, or straight time pay for hours actually worked, whichever is greater.
233. When an employee is specifically directed to carry a pager during their meal break, and be available to work upon being paged, the meal break period shall be considered work time for the purposes of Article 7.
234. Clinical Psychologist requiring a "Forensic Specialty" approved by the Civil Service Commission, when assigned to regularly serve as the "expert witness" in the Department of Mental Health Services court processing, shall receive an additional 10% (ten percent) compensation.

#### **Section 15.5. Payroll Errors**

235. Employees will report all payroll errors to their managers as soon as possible. Payroll errors resulting from AHS recording errors will be corrected within three business days of receipt of written notification to the Payroll Department. Payroll errors resulting from employee errors, *e.g.*, not recording correct clock-in/clock-out time, will be paid by the next payroll cycle.
236. AHS is responsible for ensuring that worktime is accurately and contemporaneously recorded. Employees will cooperate with AHS to accurately and contemporaneously record their worktime. Depending upon the capabilities of the payroll and timekeeping software being utilized, AHS will make daily timekeeping records available to employees within two business days (excluding holidays and weekends) of a written or electronic request by the employee or the Union. Prior to the issuance of a paycheck or the electronic deposit of an employee's pay, AHS will notify the employee of any variance to the employee's normal or regularly scheduled worktime and of any changes to the employee's normal and regular rate of pay. AHS will endeavor to notify the employee of such variances in sufficient time to allow for the correction of an error prior to the payday. AHS may satisfy the requirements of this provision by providing the employee access to their electronic time and pay record prior to the applicable payday.

## ARTICLE 16. OVERTIME

237. **How Overtime Is Authorized.** Overtime work for AHS by an employee shall be approved in advance in writing by the Department Head, or in cases of unanticipated emergency, shall be approved by the Department Head, after such emergency work is performed. No employee shall perform overtime work unless such overtime work has been approved by the Department Head or their designee. Overtime will only be offered after extra shifts or hours have been offered to eligible employees on a straight time basis. Overtime shall first be offered on a voluntary, rotating basis, beginning with the most senior employee within the work unit capable of performing the work required. A list will be maintained in each scheduling unit with the names of employees interested in overtime. Employees may be added to or removed from this list on a monthly basis. In the event there are no volunteers, existing practice of covering vacant hours or shifts shall be followed.
238. **Overtime Work Defined.** Overtime work shall be defined as all work performed in a workweek in excess of 40 hours worked (not paid for) in any week. A week is defined as Sunday through Saturday.
239. For purposes of this Article, the regular rate shall be as defined under the Fair Labor Standards Act (“FLSA”) and, consistent with the FLSA, shall include additional compensation such as applicable premium payments of this memorandum and other premiums and differentials applicable to specific classifications
240. **Overtime Payment.** Employees shall be compensated for overtime work as follows:
241. For employees in the classifications of LVN IV Certified, Licensed Vocational Nurse and Licensed Vocational Nurse SAN, Registered Respiratory Care Practitioner, Senior Respiratory Care Practitioner (Registered), Respiratory Care Practitioner I, Respiratory Care Practitioner II, Respiratory Care Practitioner II SAN, Inhalation Therapy Aide, Pulmonary Function Technologist, Lead Clerk, and Medical Clerk, where such classifications are assigned to and performing nursing ward clerk duties, overtime shall be paid at the rate of time and one half for all hours worked in excess of the employee’s scheduled daily hours worked, not paid for in a workday
242. For all classifications employees shall be compensated at time and one-half (1 1/2) the regular rate for all hours worked in excess of forty (40) hours worked, not paid for in the work week.
243. For employees in the classification of Licensed Vocational Nurse SAN, flextime schedules requiring an employee to work in excess of eight (8) hours in any one (1) workday, excluding meal period, or in excess of eight (8) hours in consecutive time, excluding meal period, shall be exempted from the provision requiring overtime compensation after eight (8) hours in a workday.
244. Notwithstanding this Article, persons employed as Licensed Vocational Nurse; Licensed Vocational Nurse IV Certified, Licensed Vocational Nurse SAN, Certified Nursing Assistant, Certified Nursing Assistant SAN, Surgical Tech, Psychiatric Tech

SAN, Mental Health Specialist I, Mental Health Specialist II, Mental Health Specialist SAN, Mental Health Specialist III, and Psychiatric Tech shall be compensated at two (2) times the employee's hourly rate, for all time worked in excess of twelve (12) consecutive hours worked provided such work spanned two (2) complete consecutive shifts.

245. **When Overtime Shall be Paid.** Compensation for overtime work shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned.

**ARTICLE 17. BENEFIT PROVISIONS**

**Section 17.1. Health, Dental and Vision Plans**

246. **Health Plans.** HEALTH PLAN COVERAGE FOR FULL-TIME EMPLOYEES.

AHS shall contribute toward the monthly provider's charge for a comprehensive group health plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents, according to the chart below. The chart also shows the subsidy for family coverage for the duration of this agreement. The current co-pays for office visits, services and prescriptions will be clearly described in the summary of each health plan made available to SEIU employees during open enrollment.

Employee Contribution:

Kaiser and Freedom of Choice Plans	10%
Kaiser and HSA Independence Plan	5%
Kaiser Low Option Plan	No Contribution

The dollar contributions resulting from the 2011 employee contribution will not increase by more than 12% above the 2011 employee contribution for Program Year 2012. Likewise, the Program Year 2013 and 2014 employee contributions will not increase by more than 12% above the 2012 and 2013 employee contributions respectively.

First and second year subsidy:

Employees Base 1.0 FTE Salary	Monthly	For
\$50,000 a year and under	\$30	Kaiser and United Health Care High Option Family Plan (Employee + 2 or more)
Over \$50,000 up to \$75,000	\$20	Kaiser and United Health Care High Option Family Plan(Employee + 2 or more)
Over \$75,000	No Subsidy	

The above subsidy applies to part time and SAN employees who are eligible for health and welfare benefits as well; the level of the subsidy is determined by taking the employee's rate and multiplying by 2,080 hours to determine the full time equivalent base salary. This subsidy will be continued for the 2013 and 2014 Program Years.

247. Employees shall be notified of changes and/or modifications of plans during open enrollment each year.
248. AHS's contribution toward the provider's charge shall be the full-time contribution provided that the employee is on full-time paid status. If the employee is on paid status on less than a full-time basis, AHS's contribution shall be as specified in this Article.
249. Health Plan Coverage For Employees Regularly Scheduled To Work Less Than The Regular Workweek and SAN employees hired prior to March 1, 2003 who already had health coverage. Any employee who is regularly scheduled to work less than the regular workweek for the job classification shall be entitled to elect coverage by a health maintenance organization for full-time employees; provided, however, that the employee is on paid status at least 50% of the normal full-time workweek for the job classification.

Part time employees contribute according to the following scale initially based on their average hours actually worked and paid for over the course of the nine months prior to open enrollment (December 1<sup>st</sup> through August 31<sup>st</sup>). The following FTE based on the averages is used only to determine eligibility for and contributions to the health and welfare plan:

FTE	Employee Contribution- High Option Plans	Employee Contribution- Medium Option Plans
0.0 up to .50	Not Eligible for Plan	Not Eligible for Plan
.50	20%	10%
.60	18%	9%
.70	16%	8%
.80	14%	7%
.90	12%	6%
1.00	10%	5%

Those employees who are on the payroll as .50 FTE and higher but have not worked enough hours to have an average FTE .50 or higher will pay 100% of their health and welfare premiums. FMLA, Workers Compensation Disability leave and other paid leaves will be included in the calculation of hours worked.

- 250. **Services as Needed employees.** There will be no new benefited Services-as-Needed positions effective March 1, 2003. Any Services-As-Needed employees receiving benefits as of said date, will continue to receive benefits.
- 251. **Duplicative Coverage.** This applies to married AHS employees and employees in domestic partnerships (as defined in Appendix E) both employed by AHS. The intent of this section limits AHS employees who are married or in a domestic partnership from both covering each other within the same health plan. Married AHS employees and employees in domestic partnerships, both employed by AHS, shall be entitled to one (1) choice from plans offered through AHS.
- 252. Starting January 1, 2011, share the savings will be a flat \$250 per month for opting out of the health plan altogether. Employees will be able to opt out of the Dental Plan as well for \$20 per month; again, they would have to opt completely out. Married couples or domestic partners who both work for AHS will not be eligible for either share the savings or double health and/or dental coverage.
- 253. **Effect of Authorized Leave Without Pay on Health Plan Coverage.** Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment cards within thirty (30) calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by AHS.

Those whose health plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires.

254. **Open Enrollment.** Eligible employees may choose among available options during an Open Enrollment period in the Fall of each year.
255. **Dental Plans.** DENTAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES:
256. AHS shall contribute the full cost of the provider's charge for a dental plan for full-time employees and their dependents, including domestic partners (as defined in Appendix E) and their dependents, provided that the employee is on paid status at least 50 percent of the normal full time pay period for the job classification. Eligible full-time employees may elect any one of the dental plan options provided through the AHS.
257. **Dental Plan Coverage For Less Than Full-Time Employees And Services-As-Needed Employees hired prior to March 1, 2003.** AHS shall contribute the full cost of the provider's charge for a dental plan for less than full-time employees and their dependents, provided, however, that the employee is on paid status at least fifty percent (50%) of the normal full-time workweek.
258. The dental plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employees. To participate, an employee must be on paid status at least forty (40) hours in each and every biweekly pay period.
259. To establish eligibility to participate an employee must have been on paid status at least forty (40) hours in each of seven (7) consecutive biweekly pay periods. After eligibility to participate is achieved, should an employee fail to have been on paid status at least forty (40) hours in any biweekly pay period for reasons other than those stated in this Article, eligibility to participate must be re-established by subsequently being on paid status at least forty (40) hours in each of seven (7) consecutive biweekly pay periods.
260. **Dental Plan Premium Payment On Final Paycheck Before Authorized Leave Without Pay Or Employee Separation.** AHS shall make a dental plan premium payment on a final paycheck as per present practice for employees who are on paid status at least forty (40) hours in the last biweekly pay period.
261. **Effect Of Authorized Leave Without Pay.** Employees who are granted a leave of absence without pay, whose dental plan coverage has lapsed for a period of ten (10) pay periods or less, and who return to work on paid status of at least forty (40) hours per pay period shall retain dental plan eligibility as further provided:
262. **Full-time and Part-time employees.** Full time and part time employees regularly scheduled to work 50% or more per pay period who were absent on authorized leave without pay, and whose dental plan coverage lapsed for a duration of ten pay periods or less, will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Coverage will begin

on the 15th day following the end of the biweekly period in which the employee worked one (1) week or more.

263. Those whose dental plan coverage lapsed for a duration greater than ten (10) pay periods will be re-enrolled in the same manner as is allowed for new hires with respect to the application of deductibles, maximums and waiting periods. Coverage begins at the 10<sup>th</sup> pay period, given that the minimum time worked is 50% of the full-time schedule for seven consecutive pay periods.
264. **30-Day Re-Enrollment.** For employees who are enrolled in the Spousal Plan, an employee whose spouse's or domestic partner's dental plan coverage is no longer available, may, within thirty (30) calendar days of such loss of coverage, enroll in an AHS dental plan as a new member.
265. **Open Enrollment.** Eligible employees may choose from among the options available during the annual Open Enrollment period. Premiums of all AHS dental options will be paid according to dependent status (single, two-party, or family).
266. In the event that AHS wishes to explore health and dental plans to be provided through alternate carriers or with modified plan designs, in particular, a self insured option, AHS will notify Local 1021 of its intent. If a self-insured option is proposed, it will be done as an additional plan option and not as the sole option. The parties shall meet and confer regarding all proposed changes as well as AHS contribution toward such plans.
267. **Vision Reimbursement Plan.** Employees shall be eligible for vision care reimbursement subject to the following criteria: The employee is eligible for reimbursement after six (6) months of continuous employment working at least fifty percent (50%) time or more each pay period. The employee shall be reimbursed for the cost of either lenses and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of \$200.00 each twenty-four (24) month period beginning on September 1 of odd numbered years. Reimbursement will be made subject to applicable Finance Office procedures and requirements.
268. The General Chapter Unit will participate in a joint labor management committee with the purpose of exploring ways of reducing and/or holding down the cost of employee health, vision and dental plans for both the Center and the employees. The Healthcare Cost Containment Labor Management Committee will meet monthly and will include no more than three SEIU-General Chapter Unit representatives. Other bargaining units will be invited to participate. The parties may mutually agree to add other members and/or bring in others inside and outside the organization on an ad hoc basis to assist in the Committee's mission.

## **Section 17.2. Effect of Mandated Fringe Benefits**

269. In the event that State or Federal law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this Memorandum of Understanding so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and condition of employment becomes effective, but the parties hereto shall then meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State or Federal mandate does not result in an overall loss of benefits to employees.

## **Section 17.3. Dependent Care Salary Contribution**

270. Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to \$5,000 each calendar year from their salaries for approved dependent care. (Eligible employees may only contribute a portion of their salary for such expenses; there are no AHS contributions for dependent care.) SAN employees are not eligible for this benefit.
271. Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable AHS administrative procedures.

# **ARTICLE 18. DISABILITY INSURANCE BENEFITS**

## **Section 18.1. Disability Insurance Benefits**

272. **Participation.** AHS shall continue to participate under the State Disability Insurance (SDI) Program.
273. **Payment of SDI Premiums.** SDI premiums shall be shared equally by the employee and AHS.
274. **Employee Options.** There are two (2) options available to an employee who is otherwise eligible for disability insurance benefits which are as follows:
- A. Option 1.** Not applying for disability insurance benefits and using accrued paid extended sick leave, PTO, and/or floating holiday(s); or
  - B. Option 2.** Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Extended Sick Leave, PTO and floating holiday(s). With the exception of Pregnancy Disability leave, the choice to integrate accrued PTO and extended sick leave only with SDI benefits may not be waived by the employee or AHS.
  - C. Amount of Supplement.** The amount of the supplement provided in this section for any hour of any normal workday, shall not exceed the difference



between 100% of the employee's normal net, not gross salary rate, including premium conditions specified in Section 15.3 or any other provision of this MOU, and the "weekly benefit amount" multiplied by two (2) and divided by 80.

275. **How a Supplement to SDI is Treated.** Hours, including fractions thereof, charged against the employee's accrued leave(s), as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.
276. Paid Time Off and Extended Sick Leave shall be accrued based upon the proportion of the hours charged against the employee's accrued Extended Sick Leave, PTO, and/or floating holiday balances to the regular pay period.
277. **Health and Dental Plan Coverage in Conjunction with SDI:** For purposes of determining eligibility for AHS's medical, dental and vision coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued PTO, extended sick leave, or other AHS earnings shall be regarded as on leave with pay and benefits status.
278. AHS will permit employees who are dropped from health and/or dental plan coverage because of exhaustion of their accrued leaves to re-enter the group plans upon returning to work, if the employee is eligible pursuant to the Benefit Provisions of Article 17 of this MOU.
279. **Holiday Pay in Conjunction with SDI.** In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, holiday pay shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued leaves on the day before and the day after the holiday.

## **Section 18.2. Long-Term Disability Insurance Policy**

280. A long-term disability insurance policy will be made available for the employee only. Coverage can be purchased through payroll deduction. This policy is subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contract.

## **ARTICLE 19. LIFE INSURANCE**

281. Except for Services-as-Needed employees and any employee who is regularly scheduled to work less than half the regular work week for the job classification, basic group life insurance coverage of \$9,000 will be provided to each employee who meets the enrollment requirements. AHS shall continue to pay necessary premiums for two (2) pay periods after the employee goes on approved leave without pay. This coverage reduces by 33% at age 65, at age 70, at age 75, at age 80, at age 85, at age 90, and at age 95. This reduction will apply to the amount in force just prior to each reduction interval. The reduced amounts will be rounded in accordance with the existing schedule.

## ARTICLE 20.ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

282. **Mileage Rates Payable.** Subject to the provisions of this Article, mileage allowance for use of personal vehicles on AHS business shall be paid at the IRS “business standard mileage rate,” published by the IRS from time to time.
283. **Minimum Allowance.** An employee who is required by their Department Head to use their private automobile at least eight (8) days in any month on AHS business shall not receive less than ten dollars (\$10) in that month for the use of their automobile.
284. **Premium Allowance.** An employee who is required by their Department Head to use their private automobile at least ten (10) days in any month and, in connection with such use, is also regularly required to carry in their private automobile, AHS records, manuals and supplies necessary to their job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional twelve dollars (\$12) per month for any such month.
285. **Reimbursement For Property Damage.** In the event that an employee, required or authorized by their Department Head to use a private automobile on AHS business, should incur property damage to the employee’s automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either their own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the AHS, in a sum not exceeding \$250, provided that any claims the employee may have against their insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Department Head within thirty (30) days of such loss, damage or theft.
286. **Authorized Mileage Claims.** When an employee is authorized to use their privately-owned vehicle on AHS business, mileage may be allowed in accordance with the following provisions:
287. Definitions.
- A. **“Worksite,”** as used in this Section, means the worksite to which the employee is regularly assigned to report. When an employee is regularly assigned to more than one (1) worksite during a workweek, a specific worksite shall be designated by the Department Head as the assigned worksite for each workday.
  - B. **“Commute mileage”** as used in this Section, is the amount of one-way mileage between the employee’s home and the employee’s assigned worksite.
  - C. **“First point of contact,”** as used in this Section, means the first site where, on any given workday, the employee conducts business. If an employee has a

first point of contact which is not the assigned worksite, then the distance between home and the first point of contact will be recorded. If the amount of this distance is greater than the amount of the commute mileage between home and the assigned worksite, the difference may be claimed. If the amount of this distance is less than the commute mileage then no mileage may be claimed.

**D. “Last point of contact,”** as used in this Section means the last site where, on any given workday, the employee conducts business. If an employee has a last point of contact which is not the assigned worksite, then the distance between the last point of contact and home will be recorded. If the amount of this distance is greater than the amount of the commute mileage between the assigned worksite and home, the difference may be claimed. If the amount of the distance is less than the commute mileage, then no mileage may be claimed.

- 288. Once the employee arrives at the first point of contact or the assigned worksite, mileage used in the course of conducting business may be claimed up to arrival at the last point of contact or the assigned worksite.
- 289. An employee’s home may not be designated as a “first point of contact” or “last point of contact,” or assigned worksite.
- 290. Parking rates for the duration of this agreement for Highland night shift employees shall be frozen at the 2008 levels for all spaces located at the Highland Campus. Night shift employees are eligible for a day shift pass if they apply for it in Engineering. The pass must be renewed every three months.

## **ARTICLE 21. UNIFORM ALLOWANCE**

- 291. AHS shall reimburse employees in the classifications of Cook, First Cook, and Food Service Worker, for one-half the cost of up to eight (8) dietary uniforms per employee per fiscal year. Additionally, Cook and First Cook shall be reimbursed the full cost of chef’s hats.
- 292. With regard to the provision of uniforms for other classifications, AHS shall continue its current practice as of 9/30/2000.

## **ARTICLE 22. RETIREMENT PLAN**

### **Section 22.1. Pension Plan**

- 293. **Defined Contribution Retirement Plans.** All regular full-time and part-time employees regularly working at least twenty (20) hours per week, are eligible to participate in AHS’s 457 and 403(b) defined contribution retirement plans (the “Plans”). Eligible employees may make both pre-tax and post-tax contributions up to the limits established by the IRS for the Plans. Part-time employees with an FTE of .5 or higher who are not participating in ACERA will be eligible for a 3% match in

the 403b. Any employee participating in ACERA is not eligible for the 3% match into the 403(b) plan.

294. Pension benefits are provided to AHS employees under the ACERA pension plan (“the ACERA Plan”). The terms and conditions of the ACERA Plan govern the benefits and eligibility under the plan, which is limited to regular full time employees.

## **Section 22.2. Deferred Compensation**

295. **Enrollment In The Plan.** Employees may enroll in the Alameda Health System Deferred Compensation Plan (the “Plan”) in accordance with the terms and conditions of the Plan. The Plan provides for deferral of payment of a portion of an employee’s current compensation until death, disability, retirement, or other events provided in the Plan document, in accordance with California Government Code Sections 53212-53214 and Section 457 and other applicable sections of the Internal Revenue Code.
296. **Maximum And Minimum Amounts:** The amount that an employee may defer shall not exceed the maximum amount allowable under Section 457 of the Internal Revenue Code for each calendar year.
297. An employee’s work schedule must be regular and earnings must be sufficient to permit deferral of a regular amount.

## **ARTICLE 23. CATEGORIES OF EMPLOYEES**

298. **Employee Categories Described.** There shall be three (3) employee categories: (a) Regular Full-time, (b) Regular Part-time, and (c) Services As Needed (“SAN”).
299. A Regular Full-time Employee is one who occupies a position with a pre-determined work schedule of forty (40) hours per week for employees with eight and ten-hour shifts or thirty-six (36) hours for employees on twelve-hour shifts.
300. A Regular Part-time Employee is one who occupies a position with a pre-determined work schedule of at least twenty (20) but less than forty (40) hours per week.
301. A SAN employee is one who does not have a predetermined work schedule and who works intermittently to cover leaves of absence or other short-term staffing needs.
302. **Conversion of Regular Part-Time Employees to Full-Time Status.** Any Part Time employee who regularly works straight hours over their base FTE for a period of 26 consecutive weeks shall, upon request, be converted to higher FTE status provided that the extra hours or shifts are not replacing someone out on a leave who will return to the position. The Manager can ask the CHRO to bar an employee from consideration because of disciplinary action in the prior 12 months; the Union will be notified and can write or meet with the CHRO. The CHRO’s decision is final and binding. Pre-approved paid leave shall count as time worked for the purpose of this clause up to a maximum of 100 hours. Employees granted higher FTEs have no guarantee that they will have a fixed schedule for hours worked above their original

FTE. They may be floated to different units on different days as needed. AHS will make every effort to put employees into a fixed schedule; in no case shall anyone be hired or given a fixed schedule in the same title in the scheduling unit without first affording the employee who was converted to the higher FTE the opportunity to work that fixed schedule.

The calculation for the higher FTE is to take the average of the hours worked (not paid for) during the 26 week period plus the leave limit cited above rounded up or down to the nearest fifth of an FTE or .50 FTE.

Once an employee is deemed eligible for the conversion, the manager has the discretion to move the conversion forward with a PAR or reduce the number of extra shifts the individual is working as long as those shifts are not worked by other employees, travelers or registry. In other words, those extra shifts must be eliminated as productive time and left vacant. The union has the right to demand a meeting with the manager to ask for an explanation of the manager's rationale for reducing the shifts. If the Union still disagrees with the Manager's decision, they can request a meeting/decision from the Executive in charge of the manager. The Executive's decision will be final and binding. The union can request specific reports biweekly for up to six months for any of the departments involved to monitor the number of shifts being worked by part time employees, SANs and registry. If the Union has a suspicion that the shifts the part time employee was working are still being worked, they can request another meeting with the manager and executive.

Health and welfare benefits as well as leave accruals and other benefits are not retroactive and commence the beginning of the first day of conversion to the FTE. Part time employees requesting conversion to full time status shall be given preference over a SAN employee requesting conversion.

303. **Changes to Existing Classifications.** If AHS is proposing any changes to job titles, and/or job descriptions, it shall provide at least 30 (thirty) days' notice to the Union. The Union may request to meet and confer over the effects of the changes being sought provided such request is made within the thirty (30) day notice period. The parties may continue to negotiate after the notice period, but such discussions shall not delay implementation of the changes.
304. **Classification Specifications.** AHS shall maintain written specifications for each classification. Each specification shall be set forth a descriptive classification title, a definition outlining the scope of duties and responsibilities of positions in the classification, the minimum qualifications for the classification, and such other information as appropriate.
305. Any classification specification may be reviewed by the Union or any employee and, upon request, a copy of any classification specification will be provided to the Union or any employee.
306. The classification specifications shall be kept current by ongoing review. Such review may include the survey of a single position, or surveys of all positions in a single

classification or classification series, or surveys of positions in an organizational unit, or surveys of positions in an occupational grouping.

307. **Interpretation of Classification Specifications.** The classification specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions that should be allocated to the various classifications. The use of a particular expression or illustration as to duties shall not be held to exclude others not mentioned that are of similar kind or quality, nor shall any specific omission necessarily mean that such factor is not included.
308. The language of the specifications is not to be construed as limiting or modifying the authority of an AHS department head to direct and control the work of employees under their jurisdiction or to alter their duties and responsibilities, as may be necessary in the efficient conduct of the business of AHS except that it shall be the responsibility of the department head to report to the Human Resources Department promptly any substantial change in the duties and responsibilities of any position under their jurisdiction.
309. In determining the classification, the specification shall be considered in its entirety. Consideration shall be given to the general duties, specific tasks, responsibilities, and minimum requirements, as a composite description of the kind and level of work the classification is intended to embrace. In order to determine the level and proper grouping of the classification within the plan, its relationship to other classifications also must be considered; therefore, each specification is to be read and interpreted with this relationship in mind.
310. **Reclassifications.** An employee who believes that there has been a substantial change in their duties which are not covered by their current classification shall prepare a log of such duties for a period of no less than 2 weeks. Upon completion of the log, the employee shall then submit the log to the Human Resources Department as well as notify their supervisor of the audit request. Human Resources shall then conduct a desk audit of the position within forty-five (45) calendar days of receipt of the log. Upon completion of the desk audit, the employee shall be notified in writing of the findings. A change in title or reclassification shall only be warranted if the employee is spending more than 40% of their time performing all duties in a different classification. If the issue remains unresolved or the employee wishes to dispute Human Resources' determination, they may submit the matter in writing for resolution through the grievance procedure.
311. **Classification for Displacement and Bidding.** For the purposes of Article 28, Displacement and Employment Security, "classifications" means the list of classifications listed in Appendix A, provided that the flexibly staffed positions contained in the list attached to the MOU as Appendix F shall be considered one classification for the purposes of that Section.

## **ARTICLE 24. SERVICES AS NEEDED EMPLOYEES AND FLOAT POOLS**

### **Section 24.1. Services as Needed Employees**

312. A Services-As-Needed (SAN) employee must meet and maintain all requirements identified.
313. **Purpose:** To supplement unit based staffing on an as needed basis to maintain established baseline (full and part time permanent employees and SANs who are assigned to a primary area of work) staffing guidelines.
314. **General Requirements**
- A. Evidence of current licensure/certification and competency must be on file with the Human Resources Department as applicable to the department.
  - B. Minimum experience must be consistent with applicable job description. All SANs must meet the requirements applicable to the area(s) they work.
  - C. Participation in Annual Competency Review/Skills Fair is mandatory and will be reimbursed.
  - D. SAN staff is invited to attend optional in-service programs on their own time.
  - E. SAN employees are required to attend a reasonable orientation period per the policies of the assigned area/department.
  - F. SAN staff must follow the rules, regulations, procedures, and protocols of AHS, hospital, department and specific assignments.
  - G. SAN employees are accountable to the Department Manager/Supervisor for the shift they are working. If a shift is awarded, the SAN is responsible for that shift, unless they has provided at least ten (10) calendar days' notice of cancellation.
  - H. All SANs are subject to disciplinary action for violations of policies, practices and this Agreement.
  - I. It is at the discretion of Department Manager/Designee to reassign a pre-scheduled shift to another equivalent clinical area based on need, qualifications, and competency. (For example, a SAN booked for 7E but needed on 7W can be reassigned (floated) as long as the required competencies are met.)
315. **Scheduling**
- A. Confirmed/awarded shifts for SAN employees will be posted at least 10 days prior to the schedule start date. If an 8-hour SAN employee schedules himself/herself for a 12-hour shift on a 12-hour unit, the SAN will be paid at the straight time rate, except that all hours over 40 hours per week are to be paid at the overtime rate. Regardless of whether a SAN employee is normally designated to work on a 12-hour Unit, should the SAN be scheduled into an

8-hour shift, any hours worked beyond the initial 8 hours shall be paid at the overtime rate.

- B.** Regular Full-time and Regular Part-time employees will have preference in choosing shifts (up to 40 hours) over SANs (inclusive of 120-day Retirees) who will have preference over registry/travelers.

Scheduling of all SAN Employees (inclusive of 120-day Retirees) will be done in the following order:

- 1) SAN Employees who are scheduled to fill temporary vacancies by rotating seniority order.
- 2) SAN Employees within their clinical area by rotating seniority order.
- 3) SAN Employees scheduled outside their primary area by rotating seniority order.
- 4) SAN Employees working overtime in rotating seniority order.

When a scheduling conflict exists between 2 or more SAN Employees (inclusive of 120-day Retirees), the most recently cancelled Employee shall be awarded the shift. Should two or more employees in conflict all be cancelled for the same shift, seniority shall govern.

- C.** Should a position (or a repeating block of schedule) become available due to an extended absence that block of shifts shall be made available to regular AHS Employees first in the following order- full-time up to 40 hours, part-time up to 40 hours, and then SANs (inclusive of 120-day Retirees) and further provided they have the necessary qualifications and skills to perform the function. If, for some reason, the AHS employee cannot continue in the position, AHS may again offer that block of shifts in the order cited above (full-time up to 40 hours, part-time up to 40 hours, SANs (inclusive of 120-day Retirees) to registry/traveler.

- D.** Confirmation of SAN employee shifts will be determined by the following criteria and in the order listed:

1. SAN employees assigned to fill temporary vacancies.
2. Additional shifts above availability requirements that will not result in premium overtime.

- E.** When a SAN employee agrees to come in as a late call, they will be paid from the time of the call if they arrive within 1 hour of the call. If they arrive after 1 hour of the call, they will be paid from the time that they arrive.

- F.** If no shifts are posted or available for a SAN in their home unit and they have informed the manager of availability the SAN is deemed to have fulfilled their availability requirements under this Article.

### 316. **Availability Requirements**



- A. A SAN employee shall be available for four (4) shifts per four (4) week scheduling period, two (2) of which shall be weekend shifts. SANs must make themselves available and/or take shifts on days that have openings for which they are needed. For the current computer program, for example, that means being available and taking shifts on days that are marked open.
- B. A SAN employee may request inactive/unavailable status subject to a thirty (30) day advance notice, except in emergency situations. Such leave is subject to a thirty (30) day per year limit and shall not be made during the holiday season (described below).
- C. A SAN employee must be available to work at least two (2) designated shifts in the holiday period and shall work a minimum of one (1) shift for the holiday period described below:
  - Thanksgiving Day and the day after Thanksgiving
  - Christmas Eve (NOC's)
  - Christmas Day
  - New Year's Eve (NOC's)
  - New Year Day

SANs will make their choices by listing in order of priority all of the five holidays above they would prefer to work, with the first being their highest preference and the last being the lowest. Each SAN will then be assigned holidays to work to meet the minimum requirements above in this paragraph.

The process of assigning holidays will be completed and finalized by October 1<sup>st</sup> of each year.

**EXCEPTIONS:** SAN employees only working in areas which are closed on weekends and holidays are exempt from the weekend and holiday requirement.

317. **Cancellation of all SAN Employees' Shift by AHS**

- A. Cancellation of a SAN employee (inclusive of 120-day Retirees) will be done in the following order:
  - i SAN employee working overtime in rotating inverse seniority order.
  - ii SAN employees scheduled outside their primary area by rotating inverse seniority order.
  - iii SAN employees within their clinical area by rotating inverse seniority order.
  - iv SAN employees who are scheduled to fill temporary vacancies by rotating inverse seniority order.

- v When a scheduling conflict exists between 2 or more SAN Employees (inclusive of 120-day Retirees), the most recently cancelled Employee shall retain the shift. Should two or more employees in conflict all be cancelled for the same shift, seniority shall govern.
  - vi Cancellation of a shift by a SAN employee will follow standard department procedures. SAN cancellation must have manager approval. A SAN may be cancelled by the staffing office, house supervisor, manager or manager designee.
- B.** Cancellation of a shift by the designated department representative will occur a minimum of 2 hours prior to the start of that shift.
- C.** If a SAN employee has been advised that their shift was canceled, the shift will count towards that SAN's availability.

**Section 24.2. Float Pools**

318. For certain designated AHS departments below, AHS agrees to set up a float pool made up of part time float employees usually .60 FTEs (managers have the discretion to establish float positions at a higher FTE with the approval of HR). The number of FTE's in this float pool will be more or less equal to 35% of the replacement factor in each of the areas for each of the titles noted in the areas in the attachment.

The designated areas and number of FTEs and .6 positions are:

- i Patient Business Services- Eligibility Clerks and Eligibility Specialists
- ii Ambulatory Care- Eligibility Clerks and Winton ACE and Ambulatory Care Administration Medical Assistants
- iii Food and Nutrition- Diet Clerks, Cooks and Food Service Workers
- iv EVS- Housekeeping Workers and Porters
- v Pharmacy- Pharmacy Technicians
- vi Central Supply/Materials Management- All SANS
- vii Nursing
  - A. JGPP- CN II, LPT/LVN and MHS
  - B. Fairmont/Rehab-, LVN and CAN
  - C. Respiratory Therapy- Respiratory Care Practitioners/Registered Respiratory Therapists

319. Each float position will be posted and filled pursuant to Article 27. The Union can ask for a meeting with the CHRO to discuss whether a written reprimand should bar an employee from consideration; the CHRO's decision is final and binding.
320. Those chosen for a float position will be given a letter outlining the parameters of their schedule/assignment and the signed agreement prior to their start date. Float employees must follow the schedule and daily assignment given them by their supervisor. Assignments cannot be refused. Changes to the general schedule/assignment parameters in the letter can be done pursuant to the MOU. Float pool employees shall not be required to work more than every other weekend depending on need.
321. Float employees will be prospectively entitled to health and dental benefits as defined in the various agreements with SEIU.
322. The calculation of the 35% replacement factor for the departments listed above will be done as follows:
- A. All actual SAN hours (not including the scheduled "grandfathered" SAN hours) including Float Pool hours as well as registry and traveler hours worked in the unit by campus (if applicable) in the six months prior to the date of calculation times 35%. This will yield the replacement factor to be filled by Float Employees for each shift.
  - B. For the departments listed above that are not 24/7, only one replacement factor would be calculated. Float positions would be expected to work all shift schedules for that department.
  - C. After the initial calculation above to set up the float pools, either party may request a recalculation of the replacement factor to adjust the Float Pool FTEs for all the listed departments. Such requests may not be made less than six months after the last calculation unless otherwise agreed. These subsequent calculations will include both Float Pool and SAN hours worked.

### **Section 24.3. Conversion of Services-As-Needed Employees to Regular Status.**

323. If a Services-as-Needed (SAN) employee is assigned to work a regular part-time or full-time schedule for four (4) months during any rolling twelve (12) month period and subject to the other conditions of this paragraph, the SAN or the Union may request the SAN be converted to a regular part-time or full-time position. The rolling twelve (12) month period is initiated by the request for conversion. Upon receiving the request and verifying eligibility, within sixty (60) days, AHS will convert the SAN employee to a regular employee.

Conversion will not occur if the SAN is filling a position or a vacancy created by an approved and documented long term leave or if filling a position for an employee on vacation or utilizing PTO. A long term leave for purposes of this paragraph is an approved leave of five (5) working days or more. If a SAN continues to work in the

position after the expiration of the approved leave, the rolling twelve (12) month period will begin to run upon the expiration date of the approved leave.

A SAN assigned to work the equivalent of a part-time schedule will be converted to a regular part-time position, and the SAN assigned to work the equivalent of a full-time schedule will be converted to a regular full-time position.

If there is not a vacant position in the department or unit in which the SAN is working at the time of the requested conversion, AHS may convert the SAN by offering the SAN a regular full-time or part-time position in the same classification in another department or unit where there is a vacant position. AHS will not refuse or fail to convert an eligible SAN based on the lack of a vacant position.

324. SEIU Local 1021 or the employee may submit a form to the Human Resources Department requesting review for conversion.
325. If the SAN employee is filling a vacancy created by a regular employee who is on a leave of absence, the SAN employee's request (for conversion) will be considered after expiration of the leave. When the regular employee returns to work, the regular employee may be entitled to return to the position occupied by the SAN in accordance with applicable law, as well as AHS policies and procedures. When the regular employee returns to work the provisions of Article 28 may apply.
326. When the employee requests to be converted to full or part time status, AHS Human Resources Department will conduct audits to determine the employee's eligibility for conversion based on the criteria established above and to assess departmental staffing needs.  
  
If the employee is eligible for conversion to regular status, the Human Resources Department will complete such transaction within twenty-one (21) calendar days of the receipt of the request from the employee.
327. Disputes regarding such conversions shall be subject to Article 32, Grievance Procedure.

## **ARTICLE 25. SENIORITY**

328. **Seniority Defined.** "Seniority" means the total length of unbroken service with AHS commencing with the employee's most recent date of hire in a regular fulltime or regular part-time position. SAN employees shall have "seniority among themselves" based on hours worked. Upon conversion to a regular fulltime or regular part-time position, a SAN employee will be assigned a date of hire based on hours worked with 173.3 hours worked as a SAN equaling one month of service provided that under no circumstances shall an assigned date of hire be earlier than the employee's first day of work at AHS. Hours worked as a SAN shall not serve as credit for accrual of paid benefits unless otherwise provided for in the collective bargaining agreement, or otherwise agreed to by the parties.

329. **Transition.** Employees who were employed by the County of Alameda and who were hired by AHS on January 10, 1999, without a break in employment shall retain their County hire date for seniority purposes in accordance with this Article.
330. **Break In Service.** For the purposes of this Article, a “break in service” shall be the following:
- A. A resignation;
  - B. Retirement;
  - C. A termination for cause;
  - D. A displacement exceeding twenty-four (24) months.
  - E. Accepting a position and working six (6) consecutive months in a classification at AHS that is not represented by SEIU.
331. **Adjustment of Seniority Date.** An employee’s seniority date shall be adjusted by the period of an authorized unpaid leave of absence exceeding six (6) months.
332. **Ties in Seniority.** In the case of a tie in seniority between two (2) or more employees, the date the employees submitted their applications will break the tie.

**ARTICLE 26. PROBATION PERIOD**

333. **Newly Hired Employees.** Employees newly hired by AHS shall serve a probationary period of six (6) months commencing with their hire date.
334. **Transfers During the Probation Period.** An employee may not transfer to another position within AHS during their probation period without the permission of AHS. Such permission lies within the sole discretion of AHS and is not subject to the Grievance procedure in Article 32. An employee who so transfers shall commence a new probation period.
335. **Grievability of Discharges of Probationary Employees.** Any employee serving a probation period may be discharged without recourse to the grievance procedure, except where it is alleged that AHS has violated the provisions of Article 2, No Discrimination.

**ARTICLE 27. JOB VACANCIES, POSTING, AND BIDDING**

336. **Posting of Vacancies.**

When vacancies covered by this MOU occur, those vacancies will be sent electronically to all employees in the classification and SEIU 1021 as well as posted for internal candidates in the facilities by AHS for at least seven calendar days and will be filled by seniority from internal qualified applicants pursuant to this Article prior to considering external applicants. If, after posting the position for seven days,

there are no applicants, the position will be posted by Human Resources electronically for both internal and external applicants.

Notices of such vacancies shall be posted at one mutually-agreed upon predesignated locations at each of the free-standing clinics, Highland, Fairmont (two locations), San Leandro Hospital, and John George for seven (7) calendar days prior to filling the position. This does not prevent AHS from filling a posted vacancy on a temporary basis not to exceed sixty (60) days prior to filling the position. The foregoing sixty (60) day limit shall not apply to situations where AHS is filling a position temporarily vacant because of a leave of absence or because no qualified applicant has applied for the position.

**337. Notice to Unions.**

When vacancies occur in positions subject to this MOU, AHS shall notify the Union and shall afford an opportunity to send potential applicants.

**338. Special Job Requirements.**

339. Special job requirements shall appear on position postings (such as clinical and program requirements, certifications or bilingual proficiency). If SEIU reasonably believes that position requirements are being tailored to exclude certain internal candidates, the Union will bring such concerns to the attention of the CHRO who will investigate and adjust the requirements accordingly.

**340. Bidding on Posted Positions.**

Promotions are title changes up to a higher job classification.

There are two types of transfers:

- A. A transfer to a different job classification
- B. A transfer with a change in status, shift or department in the same job classification.

**341. Preferences for Promotions.**

**Preferences for Transfers within the Same Classification.**

Any current employee may apply for any posted vacancy in the same job classification. Preference for Transfers shall be given in the order listed below, and among bidding employees from the same classification, seniority shall govern. To be eligible for a transfer within the same job classification, the bidding employee must be in good standing and not have been awarded a new position in the past six months; "Six months" as used in this paragraph begins at the completion of specialty training, if any. The eligibility qualifications in this section can be waived by agreement of the parties. "Good standing" means that there has been no disciplinary action of Reminder 2 or higher in the personnel (H.R.) file within twelve (12) months of the date of the application. Positions will be awarded by seniority within categories in the following order:

A. Regular full-time and part-time employees from the same classification

B. Services-As-Needed employees in the same classification

342. Preferences for Promotions/Transfer to a Different Classification

Any current employee may apply for any posted vacancy by submitting a written application on line. Preference for promotions or transfers to a different classification will be given to current AHS employees, provided they applied prior to an offer being extended to another applicant. To be eligible for a transfer to a different job classification or a promotion, the bidding employee must (1) meet all reasonable qualifications of the job established by AHS (the Union has the burden of establishing that the qualifications are unreasonable), (2) be in good standing, and (3)-not have been awarded a new position in the past six months, "Six months" as used in this paragraph begins at the completion of specialty training, if any. The eligibility qualifications in this section can be waived by agreement of the parties. "Good standing" means that there have been no disciplinary Reminder 2 or higher in the personnel (H.R.) file within twelve (12) months of the date of the application. Positions will be awarded by seniority within categories in the following order:

C. Regular full-time and part-time employees.

D. Services-As-Needed employees.

E. Outside applicants if there are no qualified internal applicants.

343. AHS may hire the outside applicant or less senior employee, if the less senior employee or outside applicant is substantially more experienced and/or has substantial training and education in the job duties in question such that they does not require extensive orientation or the more senior employee shall require more than 60 days training and orientation to the new position, or if 20% of the employees in the classification of that Unit, Department, or Work Unit do not have adequate experience in the position. If the position is awarded to a less senior employee or an outside applicant, the Chief Human Resources Officer must approve.

344. **Notice of Awarding of Position.**

Employees submitting a written bid for a posted vacancy under this subsection shall be informed by AHS if they have or have not been awarded the vacancy.

345. **Restriction on Written Bids.**

It is understood that any written request under this Section is limited to vacancies or potential vacancies in positions subject to this MOU.

346. **Displaced Employees.**

Employees on displaced status may submit a bid for an existing or potential vacancy under the provisions of this Article. It is the employee's responsibility to initiate any such bids, and AHS has no responsibility to notify displaced employees as to posted or potential vacancies.

347. **Maintenance of Seniority List.**

AHS will maintain a current seniority list of employees separated by classification, department, and category, i.e., full-time and part-time, in one grouping and Services-As-Needed in another grouping.

348. **Transfer, Promotion and Return.**

When an employee is promoted or transferred to a position covered by this MOU, they shall serve a thirty (30) day evaluation period. The employee will be given a reasonable period of orientation and training. If, within the evaluation period, (1) AHS decides that the employee is failing to perform their duties in a satisfactory manner or (2) the employee requests to return to their prior position if vacant, then AHS shall return the employee to the position they occupied prior to the promotion or transfer.

**ARTICLE 28. DISPLACEMENT AND EMPLOYMENT SECURITY**

**Section 28.1.**

349. **Employment Security.** AHS will provide employment security to bargaining unit employees by making every effort to avoid displacing employees (e.g., reduction in force, reduction in hours, elimination on a temporary, indefinite, or permanent basis, etc.) insofar as it is feasible. There shall be no daily cancellations except that nothing herein shall preclude AHS from continuing its practice of canceling shifts of SANs and extra shifts.

350. To accomplish AHS's commitment stated therein, AHS and SEIU agree to establish a Work Force Planning Committee. The Committee shall convene for Work Redesign and Reductions in Force.

351. **Payment of Committee.** Representatives on the Committee will be provided paid release time whenever such meetings occur during the employee's work hours, provided that such time shall not be considered work time for the purposes of Article 16, Overtime.

**Section 28.2. Work Redesign**

352. In the event that AHS plans to engage in work re-design which will have a material impact upon employees represented by SEIU Local 1021, including but not limited to changes in technology, service delivery changes, or programmatic or system changes to workflow, it shall notify the union in advance, provide SEIU with a comprehensive plan for the redesign as detailed in the side letter and shall, upon request, meet and confer with the Union prior to implementing such changes. Such



discussions will be limited to forty-five calendar days after which AHS may implement some or all the changes it seeks. Meetings can continue after implementation. For the purposes of this paragraph “material impact” means a change in the wages, hours or other terms and conditions of employment. If the redesign is projected to result in any reduction in SEIU members, it will be addressed through the Reduction in Force process below.

353. The Union may request that the Workforce Planning Committee meet concerning proposed regular schedule changes affecting cumulatively more than three employees over a rolling six month period however, such discussion shall be limited to 45 calendar days from the date of the request unless continued by mutual agreement. Unless there is an emergent need, such schedule changes will not be implemented until the Workforce Planning discussions are complete or after the 45 calendar day limit, whichever comes first.
354. The work of the Committee will include but not be limited to developing training, cross-training, promotions, educational opportunities, measures to internalize services performed by external providers, including registry and temporary workers and recommend work audits, do quantitative analyses and other measures to facilitate the changes. In addition, they may convene to consider projected changes in health care. In instances where there are two of the affected employees or 10% whichever is greater in a unit or facility as defined below or non-nursing department having the same or similar performance related issues upon introduction of the work redesign, re-evaluation of the training and trainer(s) will take place prior to the implementation of disciplinary action. This re-evaluation shall be completed within thirty days and will be shared with the Union and employees.

### **Section 28.3. Reduction in Force**

355. In the event AHS is contemplating a reduction in force, AHS will notify SEIU in writing no fewer than fifty one (51) calendar days prior to the effective date of the reduction in force. This notice will include a justification as detailed in Side Letter #2 for the reduction in force. AHS is committed to promote transparency, accountability, and full communications in compliance with its obligations under state and local laws. The parties will meet and confer as part of Workforce Planning over the impact of the layoffs on employees for up to twenty-one (21) days. If, after the meet and confer process, employees will still be subject to reduction in force, those employees will receive a thirty (30) day notice of layoff. By mutual agreement, the parties may agree to extend the notice period.

The parties should mutually identify classifications where there are or may be job openings within AHS and hold those openings for employees facing displacement.

356. **Order of Displacement.** Displacement within all affected classifications shall be based on inverse seniority throughout the SEIU General Unit; their bumping rights will also be throughout the SEIU General Unit by classification, provided the employee has the skill and ability to perform the work of the position into which the employee is bumping consistent with paragraphs below.

357. Bumping rights are at the discretion of the Chief Human Resources Officer, or their designee and depend on unit needs. Reorientation and training for a period of up to three (3) months can be provided for the displaced employee(s) in order to develop the necessary skills and competencies for a successful transition to the new assignment. Before considering bumping rights to a filled position, the CHRO, or their designee shall determine if there are any vacant posted positions that would be appropriate for the laid off employee to fill.

AHS and SEIU can mutually agree on an alternate bumping process during the notice period.

Before any regular full time or part time employee is displaced, first all temporary, then probationary employees within the affected classifications and layoff unit will be displaced. In addition, AHS will cease using registry employees within the affected classifications and layoff unit prior to any displacement.

Employees who are hired into positions not represented by SEIU or promoted out of the SEIU bargaining unit may not utilize seniority with AHS to displace any SEIU represented employee. Such employees may displace into any remaining vacant positions budgeted within the SEIU bargaining unit after displacement of SEIU employees pursuant to provisions in this Article.

358. **Exceptions to Seniority for Displacement.** When specific positions within a classification require special skill, knowledge, or abilities, the Chief Human Resources Officer with agreement from the Union via the Workforce Planning Committee may designate specialties within a classification and treat such approved specialty as a separate classification for the purpose of displacement and demotion in lieu of displacement. Such agreement must take place within the timeframes in this Article or AHS will move forward with the process without such agreement.

359. **Process for Layoffs**

Affected employees will be sent notices of layoff 30 calendar days prior to the effective date of the layoff:

360. All affected employees have the right to apply for posted positions if they are qualified and will be given preference in those open positions after an interview.
361. **Appeal Rights.** All issues regarding layoffs shall be resolved through the reduction in force process of the Workforce Planning Committee. Layoffs will only be done for economy and/or efficiency and are not meant to be used to target employees for other reasons. Economy is defined as the financial savings AHS realizes through the layoff. Efficiency is defined as any improvement in operation that enables the organization to be more effective, including but not limited to any improvements to process, practice or policy. The Union can appeal layoffs directly to the third step of the grievance process; there will only be one group appeal of each layoff and there are no individual rights to appeal a layoff action. The only bases for appeals will be that 1) the layoff was not for economy and/or efficiency as defined in this paragraph

or 2) the seniority or bumping rights were applied erroneously, or 3) the Employer did not engage in “good faith bargaining.”

362. **Severance.** Employees who will be laid off at the end of the notice period above shall receive severance as follows:

From 6 months up to 5 years of employment	4 weeks pay of severance
From 5 years up to 10 years of employment	6 weeks pay of severance
From 10 years up to 15 years of employment	9 weeks pay of severance
From 15 years up to 20 years of employment	14 weeks pay of severance
More than 20 years of employment	16 weeks pay of severance

Years of service for purposes of severance are determined by using the employees seniority date.

SAN employees are not eligible for severance.

Employees who accept severance are ineligible for rehire for the number of weeks they are paid severance after layoff.

363. The Chief Human Resources Officer, or their designee will offer all more senior employees in the job classification the severance package unless the parties mutually agree to limit the offer based on specialized needs. If more employees respond than there are positions to be vacated, seniority will prevail. In no event is AHS obligated to pay severance to more employees or equivalent FTEs than were proposed to be laid off.

364. AHS and SEIU can mutually agree on alternate ways of offering this severance package for certain titles during the meet and confer process.

365. Employees who do not take this option do not receive severance at the end of the thirty day notice period.

366. **Lateral Movement to a Vacant Position.** An employee subject to displacement may be moved to a vacant position in their own classification or to a vacant position in an equal-paying classification, provided that such employee has held a position in that equal-paying classification.

367. **Lateral Movement to an Equal-Paying Position in Lieu of Displacement.** Where there are no vacant positions, an employee who has held a position in an equal-paying classification may displace the least senior employee in an equal-paying classification. The employee who has held a position in more than one (1) equal-paying classification does not have an option as to the classification in which the displacement will occur, but will be permitted to move only into the classification then filled by the employee with the least seniority.

368. **Demotion in Lieu of Displacement.** An employee in a classification affected by a reduction in force may elect to demote to a lower paying classification, provided that such an employee has held a position in the lower paying classification.

369. When both the employee demoting and the employee in the lower paying classification have equal seniority, the employee in the lower paying classification would be displaced first.
370. **Regular Employees' Rights to SAN Positions.** A regular employee who is not able to secure a regular position as a result of the above process. will be offered an SAN position in the affected classification, if the classification is one that has SAN positions.
371. **Notice.** Prior to any displacement, employees will be given notice of thirty (30) days pay in lieu of notice or any combination of pay and notice.
372. **Recall.** Employees are eligible to be recalled by seniority for two (2) years from the date of the displacement. An employee who is rehired or recalled within twenty-four (24) months from the termination into a position in which they held tenure, in accordance with the layoff policy, shall return to the same salary step, and vacation accrual rate and shall have their original seniority date, adjusted for the period when not employed by AHS
373. **Alternate Procedure.** The Union and AHS agree that they may meet and confer on an alternate procedure to be used in lieu of the foregoing, provided that there is mutual agreement on the procedure to be used. In any case, all such agreements as well as the alternatives described must be accomplished within the timeframes up to a maximum of 51 calendar days ending the 30<sup>th</sup> calendar day after the date of the layoff notices.

## ARTICLE 29. EVALUATIONS

374. **Purpose.** The purpose of evaluations is to assist the employee in their development. Evaluations shall not be a substitute for or an initiation of the disciplinary process (See Article 30, Disciplinary Action/Notice of Termination/Personnel Files) but will serve to notify an employee that their performance or attendance is marginal and may lead to discipline.
375. **Timing/Scope.**
- A. AHS shall make best efforts to conduct a performance evaluation for each employee on an annual basis. Newly hired employees, generally, will receive a written evaluation upon completion of thirty (30) and ninety (90) days of employment.
  - B. The written performance evaluation shall cover the period since the last evaluation.
  - C. The employee's supervisor shall meet with the employee to review the employee's written evaluation.
  - D. The employee shall be entitled to add their written rebuttal which will then be filed in the employee's personnel (H.R.) file with the evaluation.

376. **Grievability.**

- A. Evaluations are not subject to Article 32, Grievance Procedure.
- B. Promotions. This Section does not prohibit an employee from grieving a denial of a promotion if such a decision was based in whole or in part on an evaluation.
- C. Transfers. Evaluations shall not be used to deny an employee a transfer. For the purposes of This Section, a “transfer” occurs when the employee changes their position but remains within the same classification.

**ARTICLE 30. PERFORMANCE IMPROVEMENT**

In order for AHS to attract and retain patients and be financially viable in the future, the Union and AHS agree that employees must be productive, competent and well trained and properly led to perform their assigned responsibilities. Both the Union and AHS agree that employees are deserving of being treated with dignity and respect.

- 377. **Coaching/Counseling.** This is part of the supervisor’s/manager’s ordinary day-in and day-out responsibilities for managing people. These coaching sessions should be aimed at recognizing best practice performance and behaviors that align with expected standards as well as coaching to expectations that drive performance; they should be face to face conversations that occur during the shift and should be done at the earliest possible moment to correct any workplace issues. They should take place in areas that ensure privacy and freedom from interruptions. These conversations may be documented at the request of either the manager/supervisor or employee, but in no event will it be placed in the employee’s personnel file.
- 378. **Performance Improvement Plan (PIP).** When a problem continues, the manager/supervisor may schedule a more serious discussion to let the employee know that immediate change is needed. At this point, that matter is still between the employee and the manager/supervisor. As long as the employee solves the problem, it goes no further. There is no official record of the PIP in the personnel file. PIPs may involve further training, orientation or mentoring and should have timelines for completion of tasks. They are not meant to last longer than three months unless the parties agree to extend it up to six calendar months. PIPs will require documentation, but again will not be placed in the employee’s personnel file. If a disagreement exists about the creation or successful completion of the PIP, the employee may submit a written rebuttal.

**ARTICLE 31. DISCIPLINARY ACTION/NOTICE OF TERMINATION / PERSONNEL FILES**

**Section 31.1. Disciplinary Action.**

- 379. AHS agrees to the principles of progressive discipline where appropriate and to due process as set forth in this Section. It is the intent that disciplinary action be corrective in nature and will only be administered for just cause. Waiver of an

employee's right to Union representation during a disciplinary meeting or step meeting will be in writing.

380. All problems employees have are divided into three categories or tracks:
- A. Attendance - violations of the attendance and other related policies.
  - B. Performance
    - i) Neglect of duties- generally knowing how to do the work but just not doing it or finishing it.
    - ii) Incompetence - not knowing how to do work which is reasonably in the job description. Training or retraining will be offered initially.
  - C. Behavior- conduct inconsistent with the employee's job description, the law, or AHS standards and policies.

Disciplinary actions generally follow one of these tracks. Progressive discipline applies separately to each track or tracks although there could be occasions when the offenses cover two or even three tracks.

381. **Progressive Discipline Steps.** The following are the progressive disciplinary steps; they will be followed where appropriate. They should be initiated as soon as the continuation of the problem is evident, but in any event no later than 3 months after the performance improvement stages have been followed (Article 30). Unless waived, the employee will have Union representation at each of these steps in this Article. The step in the process is determined by factors including, but not limited to, severity of the offense, impact on patients, other employees and/or operations, date of the last discipline, and other mitigating or aggravating factors.
382. **Reminder One and Reminder Two.** At the meeting the employee will be reminded of the policy standard or performance/behavioral expectation and their responsibility to meet it. The employee will be asked to make a commitment to correct the issue and if that commitment is made, a memorandum memorializing the meeting and commitment will be jointly prepared by the supervisor/manager, the employee and the Union and signed. A copy will be shared with all parties to the conversation and the memorandum will be placed in the employee's personnel file. If the employee does not want to accept the Reminder and instead wants to contest it, they will have the right to grieve Reminders One or Two up to Step 3. In this case the supervisor/manager will write the memorandum and that will be the basis for the grievance. In no event will supervisors, managers or HR be involved in, or recommend whether employees elect to accept a Reminder or appeal it. If the reminder is contested and upheld in the grievance process, it will be entered into the employee's personnel file and counted as a progressive step in the disciplinary process.

383. **Final Reminder or Suspension.** If the issue persists, another meeting will be held with the employee. The employee will be entitled to union representation in the event of a Weingarten meeting and the final meeting with the employee. They will be told of the pending problems that have continued and asked whether they could commit to change. If the employee commits in this meeting, they returns to work. If the employee does not commit and wants to contest the issue, AHS will issue a Skelly letter pursuant to the process described below for an appropriate suspension not to exceed five working days or 40 core shift hours, whichever is less. Suspensions are grievable to Step 4 (arbitration)
384. **Final Reminder.** If after the Final Reminder and commitment or suspension, the problem still persists, the employee is sent a Skelly letter as described below and the Skelly process is followed.
385. **Recommended Suspensions, and Terminations.** A recommended suspension/termination must be in writing by the supervisor/manager and served on the employee in person or mailed. The notice should include:
- A. A statement of the nature of the disciplinary action.
  - B. A statement of the cause of the action.
  - C. A statement in ordinary and concise language of the act or omission upon which the action is based.
  - D. A statement of the employee's right to respond either orally at a meeting requested by the employee, or in writing and timeframes for responding.
  - E. Record of prior steps in the process.
386. **Notice Of Termination.** In the event of termination of an employee subject to this Memorandum of Understanding for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which relates to the employee's job, the Department Head or their designated agent shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date they would be entitled to such notice, it shall be mailed to them on such date. Time spent on the job during such ten (10) day notice period by a probationary employee shall not be counted toward completion of the probationary period. AHS agree to furnish a copy of any such notice to the Union, unless the employee requests otherwise, but failure to receive such notice shall not invalidate such termination.
387. **Skelly Hearings.** The Union and AHS staff will meet periodically to jointly schedule hearings in advance. Scheduling will be determined by the Union's reasonable estimate of the amount of time it will take to investigate and prepare their case. Hearings will be presided over by one Skelly Officer and shall be conducted on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month; hearings outside of this schedule shall be by mutual consent of both parties. Cancellations will only be by

mutual consent unless there are emergency circumstances beyond either the Union's or the employee's control. The Skelly officer will make the final determination if a hearing should be rescheduled because of an emergency circumstance or order an alternate remedy. The Union will make reasonable, timely requests for information and AHS will comply in a reasonable, timely manner.

388. **Appeal of Skelly Decision.** The Union or the employee shall have ten (10) days after receipt of the written Skelly decision in which to submit a written appeal of the discipline. Any appeal shall be pursued under Article 32, Grievance Procedure, by filing a grievance at Step 4 (arbitration).

389. **Weingarten Rights.**

A. AHS will perform an investigation of allegations as needed, including Weingarten interviews.

B. **Rights Described.** AHS shall permit employees to be represented during investigatory meetings consistent with the principles established by the United States Supreme Court in the matter *Weingarten vs. NLRB*, as modified by the courts and the NLRB.

C. **Failure to Grant Weingarten Rights.** If an employee is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the employee is provided such rights and no disciplinary action shall take place until after the meeting is held.

### Section 31.2. Personnel Files.

390. **Review of Personnel (H.R.) Files.** An employee, alone or accompanied by a Union Representative, shall have the right to review their personnel (H.R.) file or authorize their Union Representative in writing to conduct such a review. Upon presentation of a written authorization signed by the employee the Union Representative may request a copy of the employee's personnel record. AHS shall provide one copy of the record without charge. AHS may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available. Such inspections shall be arranged in advance with Human Resources.

391. **Placement and Removal of Disciplinary Material in Personnel (H.R.) File.** No disciplinary material shall be inserted in an employee's personnel (H.R.) file without their prior notice. Discipline will be removed from an employee's official personnel (H.R.) file upon request of the employee after two (2) years from the date of the Skelly Decision or Settlement Agreement. All requests must be presented in writing to the CNE/Department Manager or Designee. Provided that no discipline of a similar nature has taken place for two years, failure of the Employee to have the discipline removed does not grant permission for AHS to continue to utilize the



materials in subsequent actions; materials that are greater than two years old are considered stale and unusable. This does not apply to disciplines for patient abuse.

## ARTICLE 32. GRIEVANCE AND ARBITRATION

392. **Purpose and Definitions.** The purpose of the Grievance Procedure is to resolve disputes as expeditiously as possible. If an employee or the Union has a grievance or complaint, it shall be taken up in the manner set forth in this paragraph. References to an AHS manager or officer shall include their designee. A grievance is an allegation by an employee, group of employees or the Union that AHS has violated written AHS policies and procedures or interpretation or application of a provision of this MOU provided that the issue is within the scope of representation as defined in Government Code Section 3504. No employee shall be subject to reprisal for using or participating in the grievance and arbitration procedure of this Agreement.
393. **STEP 1. Informal Meeting with Supervisor.** Before beginning the formal grievance procedure, an individual employee or group of employees may first attempt to resolve the matter informally with their supervisor. If the matter is not resolved pursuant to this informal meeting, or if the supervisor/manager refuses to meet informally, a written grievance may be initiated at Step 2, as provided below. No grievance shall be processed unless the employee or Union has attempted to meet with and/or notified the supervisor/manager. This preliminary step shall not apply to Union Grievances.
394. **STEP 2. Written Grievance-** A grievance by an employee or groups of employees that remains unresolved after the informal meeting is to be submitted in writing via email to [Grievance@AlamedaHealthSystem.org](mailto:Grievance@AlamedaHealthSystem.org) within sixty (60) calendar days of the date upon which the grievant(s) or the Union knew the facts that gave rise to the grievance. The grievance shall state:
- A. The section of the MOU or written policy or procedure violated;
  - B. The detailed facts upon which it is based;
  - C. The affected individuals known at the time of filing;
  - D. The remedy that is sought;

Within ten (10) days of the written submission, there shall be a Step 2 meeting with the Director or VP for the facility, or corresponding administrative level, or they shall provide a written response. The AHS representative shall respond to the Step 2 grievance in writing within seven (7) calendar days of the Step 2 meeting. If the AHS representative denies the requested remedy, the Union may appeal the matter in writing via email to [Grievance@AlamedaHealthSystem.org](mailto:Grievance@AlamedaHealthSystem.org) to Step 3 within ten (10) calendar days of receipt of the written Step 2 response or, if there is no response, within twenty-two (22) calendar days of the filing of the grievance at Step 2, the grievance shall automatically advance to Step 3.

395. **STEP 3. Meeting with the CAO.** Within ten (10) business days of receiving the request, there shall be a Step 3 meeting with the CAO or their designee, provided that any designee shall not be the same senior operational or administrative management representative who heard the grievance at Step 2. AHS shall provide the Union with its final written response within ten (10) days of the conclusion of the Step 3 meeting. If the grievance is not settled, within thirty (30) days of the written Step 3 response, the Union may provide written notice to AHS that the grievance will be referred to Step 4, Arbitration.
396. **STEP 4. Arbitration.** The arbitrator will be selected by representatives of AHS and the Union. AHS and the Union shall each pay one-half (1/2) of the costs of arbitration, including the fees of the arbitrator and other expenses of the arbitration proceeding, including a reporter, but not including compensation of costs of representation, advocacy or witnesses for either party.
397. **Time Limits.** Time Limits. The time limits established in the grievance procedure may only be waived by the mutual written agreement of the parties. No grievance or complaint shall be considered unless it has first been presented in writing at Step 2 within sixty (60) calendar days of the date upon which the grievant or the Union knew, or with reasonable diligence, ought to have known of the facts that gave rise to the grievance, and no grievance shall be submitted to arbitration unless a written demand to arbitrate (submission to Step 4) is presented within thirty (30) days of the final Step 3 response. On no account shall any grievance include a claim for money relief for more than one hundred and twenty (120) days prior to the date the grievance was submitted in writing at Step 2 and until the violation is corrected and/or the grievance remedy is implemented. With the exception of Step 4, if AHS fails to adhere to the time limits set forth in the Grievance Procedure, the grievance will be automatically advanced to the next step.
398. A monthly report of pending Step 2, Step 3 and Step 4 grievances shall be issued by Labor Relations to the affected Union and the Chief of Human Resources.
399. **Authority of Arbitrator.** The arbitrator's award shall be final and binding on the parties.
- The arbitrator's authority shall be limited to the interpretation and application of specific provisions of this MOU or written AHS policies and procedures, and they shall have no power to add to, to subtract from or to change any of the terms or provisions of this MOU. The award shall be based upon the joint submission agreement of the parties, or in the absence of an agreed submission, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.
400. **Disciplinary Actions.** Appeals of disciplinary actions are covered under Article 31.

## ARTICLE 33. SUBCONTRACTING

401. **Subcontracting.** The Union recognizes that the Employer has the obligation to provide effective health care in as efficient a manner as possible. The Employer recognizes that the Union has the obligation to protect the rights of Union members.
402. AHS reserves the right to meet immediate day-to-day operational needs by contracting for services, for example, through registry, temporary services, and similar temporary health agencies.
403. AHS agrees that it will not subcontract bargaining unit work without the agreement of the Union.
404. Notwithstanding the above, AHS can, within reasonable discretion, subcontract out new lines of service that would normally be staffed with bargaining unit titles under the following two such subcontracting circumstances:
- (1) Contracting out a service where there is a lead time longer than six months. In this case all the positions would be posted and positions would be filled pursuant to Article 27. Those positions that are not filled through that process would be contracted out.
  - (2) Contract out a service where the lead time is less than 6 months and there are no available staff. In this case, the positions would be included in the subcontract.

The six (6) month lead time shall be measured from the time the decision is made to pursue the new line of service by the CEO, or their designee, or the Board of Trustees. If the Union does not respond within fourteen (14) days of notification, the failure to respond shall be understood as a waiver of its right to contest the subcontracting. If the Union does respond within the 14 day period, the parties will meet for up to 30 calendar days from the date of the Union's response to discuss the issues. AHS may move forward with the subcontract after the 30 day period and if the Union contends that AHS violated this Article above, that alleged violation shall be subject to the grievance and arbitration procedure.

405. The intention to subcontract will be noticed to the union and the contract will last no longer than two years from the execution of the contract unless AHS and SEIU agree to an extension. After two years, AHS has the option of discontinuing the service or bringing the service in house and staffing it with bargaining unit employees. Under no circumstance shall any such subcontract result in the layoff of any bargaining unit employees without agreement between AHS and the Union. The Union and AHS shall meet in the Workforce Planning Committee quarterly to review the matter during the two (2) year period. The parties will meet concerning reasonable training through the SEIU Education Fund or other reasonable means for employees interested in any new positions created if the service is brought in house. Such training shall be offered during the two (2) year period in which the service is contracted out. Nothing herein shall preclude AHS from continuing to

subcontract such services to the extent they are currently being subcontracted on the effective date of this MOU (August 20, 2000).

#### ARTICLE 34. SAFETY

406. **Goals And Functions.** It is the responsibility of AHS to maintain a safe working environment. AHS will conduct and maintain facilities (owned or leased) in accordance with standards established by the State Division of Occupational Safety and Health and in compliance with Occupational Safety and Health Act other applicable safety and health regulations and the Safety Committee. .
407. **AHS Safety Committee** AHS and the union shall establish a Safety Committee to review and insure compliance with the safety standards and plans set forth in this contract, with the assessment and plans performed by AHS safety consultants and with other safety measures the committee agrees to.
- A. The mutual goal of the committee is to review safety issues raised by the Union, make recommendations on security measures, security personnel, access to patient areas, training on both physical and psychological de-escalation, other training and other general patient and employee security concerns.
  - B. **Frequency Of Meetings.** During the first six (6) months following ratification of this MOU, the Committee shall meet on a twice monthly basis for at least four hours in duration. After the first six months, the Committee shall meet on a monthly basis. The Committee may meet more frequently or longer by mutual agreement
  - C. The Committee shall consist of not more than 12 members — 6 union-designated members: 2 from Highland, 2 from Fairmont, 1 from John George, and 1 from the free standing clinics, and 6 AHS designated members, 5 of whom shall be members of management from these respective locations and one of whom will be a member of the Executive Strategy Council. The Union designated members of the Committee may invite a representative of the Union to attend the meetings as an observer, and AHS may invite members of the AHS safety staff and either party can invite outside safety consultants to attend as guests.
  - D. **Orientation/Training.** AHS will provide orientation/training to the members of the Safety Committee on the current safety plans, on the assessment or plans created by AHS safety consultants, on the security personnel and on compliance with the measures set forth in this contract.
  - E. **Release Time.** Full-time or part-time employees who have been formally designated as Union safety committee representatives pursuant to Paragraph C above shall carry out their duties under this Section on AHS time, provided, however, that the employee shall only be granted paid release time

for meetings during those hours when the employee would have been regularly scheduled to work.

- F. Cal/OSHA Log.** AHS will prepare and circulate one (1) copy of the AHS Cal/OSHA log to SEIU on a quarterly basis. These reports will also be made available to the Safety Committee, and will be posted on departmental bulletin boards.
- G.** The parties agree that the Workplace Safety Guidelines outlined in this Article and safety plans may need to vary or be amended depending upon the opening/closing of locations, new building codes, state legislation regarding acute care or SNF safety measures etc. It is the intent of AHS to comply with the Guidelines outlined in this Article upon ratification of the contract, and for the Safety Committee to continue to review and assess the effectiveness of these measures, and where appropriate, make recommendations to add to or alter them.

408. **Safe Patient Handling Program**

AHS will implement a Safe Patient Handling Program in all appropriate units by November 1, 2017. That Program will include the following:

- A.** A written Patient Protection and Health Care Worker Back and Musculoskeletal Injury Prevention Plan and safe patient handling policy in accordance with California Labor Code Section 6403.5; and
- B.** The designation of three (3) clinical staff with demonstrated lift competency per shift, per unit; and
- C.** Require proper use of available lift equipment; and
- D.** Timely repairs of and preventative maintenance on lift equipment; and
- E.** Powered patient transfer and/or lifting devices will be made available to all appropriate units by January 1, 2018; and
- F.** Training to be completed for appropriate employees by December 31, 2017; and
- G.** Unit-specific new hire orientation, which includes safe lifting practices and proper use of lift equipment for appropriate employees; and
- H.** Annual competency reviews for appropriate employees, which include remedial safe lifting practices and proper use of lift equipment training; and
- I.** AHS will upon request meet with Local 1021 and, up to two bargaining unit members designated by Local 1021, to review the progress of implementing this provision and to discuss the need for any additional lifting assistance that may be required for specific units on specific shifts. AHS will, upon request,

provide Local 1021 with information concerning any issues of ongoing concern.

409. **Workplace Violence Guidelines** AHS shall ensure compliance with AHS' workplace violence guidelines. AHS will initiate strong violence and abuse prevention programs including:
- A. AHS will ensure that all employees receive Crisis Prevention Training. Certified CPI instructors will schedule and provide training based on assessment of needs — high, medium, low. Annual refresher training will also be provided and documented. AHS will also implement active shooter training and education.
  - B. AHS will report any injury or illness stemming from workplace safety or workplace violence to the appropriate agencies i.e., CAL-OSHA, Dept of Health, etc;
  - C. AHS will provide the assaulted employees(s) with medical and psychological services.
  - D. AHS will immediately develop and implement policies and procedures relating to the detection, removal, storage and disposition of any weapons or dangerous instruments found on patients, family members, visitors or others;
  - E. AHS will provide security cameras that are monitored 24/7 and other surveillance of John George Psychiatric Hospital, Fairmont Hospital and clinic entrances and exits including all parking areas. Upon request, AHS will provide escorts to cars and physical protection to workers. Additional cameras will be added at JGPP as well as additional lighting for the parking lots.
  - F. If a visitor or family member at any facility becomes abusive or violent, the Sheriff's Department or security personnel will remove them straightaway;
  - G. AHS will increase random security patrols of the SNF unit and add a camera in the SNF lounge area and curved mirrors in hallways as well as duress alarms where necessary if the Safety Committee thinks it will be of benefit.
  - H. AHS will assure that all employees have the right to police protection (call 911) when requested if an assault is being/has been committed. AHS will support the employee in this endeavor and throughout the police/court process;
  - I. Assure that all affected employees are provided with copies upon their request of any documents relating to any incident of violence that affects them whether as victims or witnesses of the incident;
  - J. One additional security guard in PES will be added to the schedule during the four hour block of time when PES has the most patients.

- K.** AHS will issue a statement thanking SEIU for bringing safety concerns to the attention of management.
- L.** Staffing: If a patient is at any AHS facility with a history of violence or on a 5150 the attending physician or psychiatrist can determine to staff that patient with 1:1 or 2:1, including during transports, with recommendation from the appropriate nursing personnel, who in turn will take input from all affected unit staff. In the event there is a disagreement about appropriate staffing levels for such patients, nursing staff will escalate the dispute to the unit manager and above.
- M.** Fairmont B-2. The parties recognize that the workplace safety situation at B-2 at Fairmont is complex and critical. AHS agrees to prioritize the issues there, including assuring that the employees who work there receive CPI and other appropriate training to assure that they are prepared to care for the patients appropriately. AHS will work with the union designated representatives immediately and in an ongoing basis to insure that the safety of the patients and workers is not continually put at risk. In addition to a sub-committee of the Safety Committee that will create a Specialized Code Grey and other long-term protocols for violent situation, AHS agrees in the interim to staff Fairmont with a Harm Reduction Team. In addition, any staff assaulted on the job will be offered a different patient load starting the next scheduled shift for one month so they do not have to care for the patient who assaulted them. In addition to the work of the Fairmont Subcommittee, AHS human resources leadership will assess whether the work performed in B-2 is more complex and therefore warrants a differential in compensation.

**ARTICLE 35. DEPARTMENT OF CARE MANAGEMENT CASELOADS**

**MEDICAL SOCIAL WORKERS**

<b>410. <u>Service/Program</u></b>	<b><u>Effective Caseload Size</u></b>
Inpatient Services	Caseload of 14
ER	Caseload of 12
Skilled Nursing	Workload consistent with applicable law (Title 42)
Acute Rehab Unit	Caseload of 14
Sexual Assault/Domestic Violence/Human Trafficking	Caseload of 25

**The above caseloads applicable to inpatient and Emergency Department shall be based on the number of patients assigned each day.**

## **PSYCHIATRIC SOCIAL WORKERS**

Caseload of 8 3 Groups/Day	Caseload of 9 2 Groups/Days	Caseload of 10-12 1 Group/Day	Caseload over 12 No Groups
Psych Social Worker/PES		Caseload of 10	
Outpatient Psych		Caseload of 24	
Substance Abuse		Caseload of 25	

The Department of Medical Social Services will prepare a report regarding current cases with the number of assigned workers and forward such report to the Chief Operating Officer and the Union twice a year. The report shall include, but not be limited to, the following elements:

- A. Number of cases assigned by program
- B. Number of case-carrying Medical Social Workers by program
- C. Personnel changes that may affect case assignments such as resignations, individuals on leave, etc.

Any proposed changes in the effective caseload size or creations of new categories shall be subject to meet and confer.

## **REHABILITATION COUNSELORS:**

For full time therapists who are employed as Rehabilitation Counselors in AHS Outpatient Psychiatric Services, Staff will be assigned a caseload standard of 24 service units.

- i) One unit of service is defined as one group session.
- ii) For patients that are enrolled in the Partial Hospitalization program, one client is defined as one unit of service.
- iii) For patients that are enrolled in the Outpatient Clinic, one client is defined as .66 unit of service.
- iv) For part-time therapists, the service standard will be prorated based on hours worked.

411. It is the intent of AHS to maintain these levels through the term of the agreement. In the event of regulatory changes or layoffs that affect the services provided by this work unit, the parties will meet and confer to consider changes in these standards.

AHS agrees to meet and confer regarding review of social services case loads no later than 90 days following ratification of this contract.



**ARTICLE 36. SAVINGS CLAUSE**

- 412. If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 37. ENACTMENT**

- 413. It is agreed that this MOU shall be jointly submitted to the AHS Board of Trustees. Upon approval, the Board shall adopt this Memorandum of Understanding which shall thereafter become binding on AHS.
- 414. Within ninety (90) days of the ratification of the MOU, the Union and AHS management shall conduct joint training(s) on interpretation of current and new MOU language for SEIU 1021 shop stewards, Chapter Officers, 1021 members designated by the Union, HR, Payroll and Labor Relations managers, Department Supervisors and managers and other relevant management staff designated by AHS management.

The Union and AHS management will meet prior to the designated training(s) to discuss the number of trainings, times and places with the understanding that said training should be convenient and accessible for all shifts. In addition, all training materials, agenda, presentations, panels will be discussed and agreed to in advance of any training.

**ARTICLE 38. NO STRIKE, NO LOCKOUT**

- 415. During the term of this Agreement, SEIU, its members and representatives agree that it and they will not engage in, authorize, or sanction a strike, stoppage of work, or withdrawal of services.
- 416. AHS will not lockout employees during the term of this Memorandum of Understanding.

**ARTICLE 39. SCOPE OF AGREEMENT**

417. Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. Neither party shall, during the term of this Memorandum of Understanding, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the Memorandum of Understanding by mutual agreement.

**ARTICLE 40. TERM OF MEMORANDUM**

418. Duration:

A four (4) year contract, commencing on April 1, 2020 through May 31, 2024.

SIGNED AND ENTERED INTO THIS \_\_\_ DAY OF \_\_\_\_\_, 2021

**FOR AHS:**

DocuSigned by:  
*Stacey Cue*  
83AC10E0A97549B  
\_\_\_\_\_  
Stacey Cue, JEDA  
DocuSigned by:  
*Lorna Jones*  
1E0AE65224C143E  
\_\_\_\_\_  
Lorna Jones, Chief Human Resources Officer

DocuSigned by:  
*Desiree Moseley*  
7484655E59B7463  
\_\_\_\_\_  
Desiree Moseley, L.Sr. Labor Consultant

**FOR LOCAL 1021, SEIU:**

DocuSigned by:  
*Nato Green*  
D48C5CB94567884  
\_\_\_\_\_  
Nato Green, Chief Negotiator

DocuSigned by:  
*David Canham*  
3548742330574822  
\_\_\_\_\_  
David Canham, SEIU 1021 Executive Director

DocuSigned by:  
*Peter Masiak*  
44RE173F892470  
\_\_\_\_\_  
Peter Masiak, East Bay Field Director

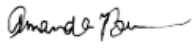
DocuSigned by:  
*Adrian Jackson*  
8E3BFCD73C84F1  
\_\_\_\_\_  
Adrian Jackson, Bargaining Team


DocuSigned by:  
*Christian Paz*  
418881225F0449F  
\_\_\_\_\_  
Christian Paz, Bargaining Team

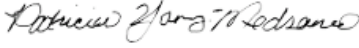
DocuSigned by:  
*Eleanor Taylor*  
8D360277AE5679  
\_\_\_\_\_  
Eleanor Taylor, Bargaining Team

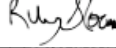
DocuSigned by:  
*Kaveinga Reyes*  
8917D0CE74C9423  
\_\_\_\_\_  
Kaveinga Reyes, Bargaining Team

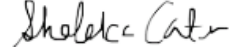
DocuSigned by:  
*Lisa Ibanez*  
44E7FCE2604040E  
\_\_\_\_\_  
Lisa Ibanez, Bargaining Team

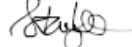
DocuSigned by:  
  
763729276E7E40D  
Mandi Beeson, Bargaining Team

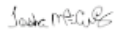
DocuSigned by:  
  
39A058A22ADF4BD  
Maria Betancourt, Bargaining Team


DocuSigned by:  
  
04843018A8B8441  
Patty Yanez-Medrano, Bargaining Team


DocuSigned by:  
  
9F10843404D64CF  
Ruby Sloan, Bargaining Team

DocuSigned by:  
  
E17A7D8FF123245C  
Sheleka Carter, Bargaining Team

DocuSigned by:  
  
E893A879A511439  
Stacy Lee, Bargaining Team

DocuSigned by:  
  
770AC978ACT3633  
Taisha McCulloch, Bargaining Team

DocuSigned by:  
  
8E67F672A74F4CA  
Veronica Palacios, Bargaining Team

DocuSigned by:  
  
AC567FD2C724D6  
Wah Chong, Bargaining Team

DocuSigned by:  
  
DFC213FAF8581A  
Wendell Clark, Bargaining Team

## APPENDIX A - JOB CLASSIFICATION

### Job Classification

Account Clerk I  
Account Clerk II  
Accountant I  
Accountant II  
Accounting Specialist  
Accounts Payable Clerk I  
Accounts Payable Clerk II  
Activity Therapist  
Acupuncturist  
Administrative Assistant  
Anesthesia Technician  
Assistant Cook  
Audiologist  
Billing Technician I  
Billing Technician II  
Billing Technician III  
Buyer I  
Buyer II  
Cardiac Sonographer I  
Cardiac Sonographer II  
Cardiovascular Tech-Invasive Specialist  
Cardiovascular Technician I  
Cardiovascular Technician II  
Cardiovascular Technician II Registered  
Central Sterile Processing Tech  
Central Supply Technician I  
Central Supply Technician II  
Central Supply Technician III  
Certified Diabetic Educator  
Certified Radiologic Tech-Invasive Specialist  
Clerk I  
Clerk II  
Clerk Intermittent I (SAN)  
Clerk Intermittent II  
Clinical Lab Scientist I  
Clinical Lab Scientist II  
Clinical Lab Scientist III  
Clinical Lab Scientist, Trainee  
Clinical Pharmacist Specialist  
Clinical Pharmacist, Transitional Care  
Clinical Psychologist  
Clinical Research Associate  
Clinical Social Worker  
Community Outreach Worker

Computer Operator I  
Computer Operator II  
Cook  
Credentials Specialist  
Data Entry Operator  
Data Input Clerk  
Data Processing Tech I  
Data Processing Tech II  
Dental Assistant  
Dental Hygienist  
Diet Clerk  
Dietitian I  
Dietitian II  
Electrocardiograph Tech  
Electroencephalograph Tech I  
Electroencephalograph Tech II  
Eligibility Clerk  
Eligibility Clerk (Bilingual)  
Eligibility Specialist I  
Eligibility Specialist I (Bilingual)  
Eligibility Specialist II  
Eligibility Specialist II (Bilingual)  
Eligibility Specialist III  
Emergency Department Technician  
Food Service Worker  
Gardener I  
Gardener I  
Gardener II  
Health Educator I  
Health Educator II  
Health Educator III  
Health Services Trainee  
HIM Technician I  
HIM Technician II  
HIM Technician III  
Histotechnologist  
Hospital Maintenance Porter  
Housekeeping Worker  
Physical Therapist II  
Information Systems Tech I  
Information Systems Tech II  
Inhalation Therapy Aide  
Interpreter Svcs Dispatcher  
Laboratory Assistant I  
Laboratory Assistant II  
Laboratory Assistant III  
Laboratory Technician  
Lactation Consultant

Laundry Service Worker  
Lead Clerk  
Lead Janitor  
Lead Medical Transcriptionist  
Lead Occupational Therapist  
Library Assistant I  
Library Assistant II  
Library Clerk II  
Licensed Vocational Nurse  
LVN IV Certified  
LVN IV Certified - 12 Hr  
Mammo/Quality Assurance Tech  
Marriage/Fam Child Couns I  
Marriage/Fam Child Couns II  
Materials Management Technician I  
Materials Management Technician II  
Materials Management Technician III  
Med Translator/Interpreter III  
Medical Assistant  
Medical Clerk  
Medical Clerk - 12 Hr  
Medical Clerk - 12 Hr 2.5%  
Medical Records Technician  
Medical Social Worker I  
Medical Social Worker I  
Medical Social Worker II  
Medical Transcriptionist  
Medical Translator I  
Medical Translator II  
Mental Health Specialist I  
Mental Health Specialist II  
Mental Health Specialist III  
Messenger  
Morgue Attendant  
MRI Tech  
Nuclear Medicine Technologist  
Nursing Assistant  
Nursing Assistant - 12 Hr  
Nursing Assistant - 12 Hr 2.5%  
Nutrition Assistant  
Nutritionist  
Nutritionist (Bilingual)  
Occupational Therapist I  
Occupational Therapist II  
Occupational Therapy Aide  
Occupational Therapy Assistant  
Operating Room Biller  
Orthopedic Technician

Panel Management Coordinator  
Patient Care Access Coordinator  
Patient Care Access Coordinator (Bilingual)  
Patient Navigator  
Patient Services Coordinator  
Patient Services Tech I  
Patient Services Tech II  
Patient Services Tech III  
Payroll Administrator  
Payroll Records Clerk  
Pharmacist  
Pharmacy Systems Analyst/Pharmacist  
Pharmacy Technician  
Physical Therapist I  
Physical Therapy Aide  
Physical Therapy Assistant  
Programmer Analyst  
Programmer I  
Programmer II  
Programming Technician I  
Programming Technician II  
Psychiatric Social Worker I  
Psychiatric Social Worker II  
Psychiatric Technician  
Public Health Nursing Assistant  
Pulmonary Function Tech  
Pulmonary Function Tech - 12 Hr  
Radiology Technologist I  
Radiology Technologist II  
Radiology Technologist III  
Radiology Technologist IV  
Recreation Assistant  
Recreation Therapist I  
Regist Respiratory Therapist  
Regist Respiratory Therapist - 12 Hr  
Rehabilitation Counselor I  
Rehabilitation Counselor II  
Respiratory Care Pract I  
Respiratory Care Pract II  
Respiratory Care Pract II - 12 Hr  
Sanitation Assistant  
Secretary I  
Senior Food Service Worker  
Senior Hospital Maint Porter  
Senior Respiratory Care Pract  
Senior Respiratory Care Pract - 12 Hr  
Social Worker I  
Social Worker II

Social Worker III  
Social Worker, Palliative Care  
Sonographer I  
Sonographer II  
Sonographer III  
Specialist Clerk  
Specialist Clerk (Bilingual)  
Speech Pathologist I  
Speech Pathologist II  
Stenographer I  
Stenographer II  
Substance Abuse Counselor  
Supply Clerk I  
Supply Clerk II  
Supply Coordinator, Perioperative Services  
Surgical Technician  
Switchboard Operator  
Telemetry Monitor Technician  
Transcriptionist  
Transportation Program Worker  
Transportation Worker  
Vascular Technologist  
VN IV Certified - 12 Hr 2.5%  
Vocational Services Spec II



APPENDIX B - WAGE SCALES

2020 Wage Scales

Job Title - Rates Eff 07/12/2020	1	2	3	4	5	6	7	8	9	Longevity
Account Clerk I	\$23.7333	\$24.7810	\$25.8288	\$26.8505	\$28.1699	\$28.7331				\$29.3078
Account Clerk I (SAN)	\$27.1203									\$27.6627
Accountant I			\$38.1462	\$39.8324	\$41.6843					\$42.5180
Accountant II	\$36.6427	\$38.2292	\$40.0441	\$41.9448	\$43.8009					\$44.6769
Accounts Payable Clerk I	\$24.9121	\$26.0120	\$27.1385	\$28.1995	\$29.5616	\$30.1530				\$30.7561
Accounts Payable Clerk II	\$28.7084	\$27.7412	\$29.1033	\$30.2953	\$31.8023	\$32.2344				\$32.8791
Activity Therapist	\$40.3985	\$42.2966	\$44.1266	\$46.2142	\$48.4782					\$49.4478
Activity Therapist (SAN)	\$46.3330									\$47.2597
Acupuncturist	\$36.1696	\$37.9526	\$39.8185	\$41.8087	\$43.9411					\$44.8199
Administrative Assistant	\$31.1858	\$32.7313	\$34.2112	\$36.0975	\$37.8274	\$38.5840				\$39.3557
Ambulatory Patient Services Representative	\$26.2611	\$27.4267	\$28.4876	\$29.8892	\$31.0847	\$31.7065	\$32.3406			\$32.9874
Ambulatory Patient Services Representative (SAN)	\$29.9110									\$30.5092
Anesthesia Technician	\$34.2438	\$35.8028	\$37.2806	\$38.9617	\$40.7175					\$41.5319
Audiologist	\$51.8014	\$54.3859	\$56.9845	\$59.7624	\$62.1960	\$63.4398	\$64.7085			\$66.0027
Audiologist (SAN)	\$60.4035									\$61.6116
Behavioral Health Community Health Worker	\$31.9128	\$33.3536	\$34.7368	\$36.3649	\$38.0292	\$38.7897				\$39.5655
Billing Technician I	\$25.0694	\$26.2349	\$27.2042	\$28.4484	\$29.7189	\$30.3132				\$30.9195
Billing Technician I (SAN)	\$28.5643									\$29.1356
Billing Technician II	\$26.5887	\$27.7804	\$28.9985	\$30.2429	\$31.5752	\$32.2066				\$32.8507
Billing Technician II (SAN)	\$30.4486									\$31.0576
Billing Technician III	\$29.6121	\$30.9476	\$32.3642	\$33.7675	\$35.1042	\$35.8061				\$36.5222
Buyer I			\$29.1939	\$31.4065	\$32.8095	\$33.4656				\$34.1349
Buyer II	\$34.9186	\$37.4907	\$39.4066	\$41.1469	\$43.0172	\$43.8775				\$44.7551
Buyer II (SAN)	\$41.3769									\$42.2044
Cardiac Sonographer I	\$45.5411	\$47.8185	\$50.2092	\$52.7195	\$55.3553	\$58.1233	\$61.6145			\$62.8468
Cardiac Sonographer I (SAN)	\$52.7197									\$53.7741
Cardiac Sonographer II	\$52.5738	\$55.2020	\$57.9621	\$60.8604	\$63.9036	\$67.0986	\$71.1291			\$72.5517
Cardiac Sonographer II (SAN)	\$60.8603									\$62.0775
Cardiovascular Technician II	\$45.7533	\$48.0850	\$50.4669	\$52.9928	\$55.6249					\$56.7374
Cardiovascular Technician II Registered			\$45.3967	\$48.1211	\$51.0183	\$54.0749	\$57.3174	\$60.2279	\$61.4237	\$62.6522
Cardiovascular Tech (CVT)- Invasive Specialist			\$45.3967	\$48.1211	\$51.0183	\$54.0749	\$57.3174	\$60.2279	\$61.4237	\$62.6522
Cardiovascular Tech (CVT)- Invasive Specialist (SAN)	\$47.6666									\$48.6199
Care Management Community Health Worker	\$32.3775	\$33.8393	\$35.2426	\$36.8945	\$38.5831	\$39.3546				\$40.1417
Care Management Community Health Worker II	\$36.7121	\$38.3817	\$40.1773	\$41.9449	\$43.6956					\$44.5695
Care Management Social Worker I		\$48.2481	\$50.5517	\$52.8968	\$55.3589					\$56.4661
Care Management Social Worker I (SAN)	\$53.5848									\$54.6565
Care Management Social Worker II	\$47.3410	\$50.6604	\$53.0793	\$55.5417	\$58.1269					\$59.2894
Care Management Social Worker II (SAN)	\$56.2640									\$57.3893
Care Management Specialist	\$33.8570	\$35.6166	\$37.4615	\$39.4195	\$41.5055					\$42.3356
Cash Posting Specialist	\$26.5887	\$27.7804	\$28.9985	\$30.2429	\$31.5752	\$32.2066				\$32.8507
Cash Posting Specialist I	\$25.0694	\$26.2349	\$27.2042	\$28.4484	\$29.7189	\$30.3132				\$30.9195
Cash Posting Specialist II	\$26.5887	\$27.7804	\$28.9985	\$30.2429	\$31.5752	\$32.2066				\$32.8507
Cash Posting Specialist II (SAN)	\$30.4484									\$31.0574
Cash Posting Specialist III	\$29.6121	\$30.9477	\$32.3642	\$33.7675	\$35.1042	\$35.8061				\$36.5222
Catering Services Coordinator	\$25.1870	\$26.2481	\$27.2170	\$28.4221	\$29.6404	\$30.2331				\$30.8378
Central Sterile Processing Tech	\$28.0774	\$28.7784	\$29.4932	\$30.2362	\$30.9936					\$31.6135
Central Sterile Processing Tech (SAN)	\$30.9680									\$31.5874

## 2020 Wage Scales

Job Title - Rates Eff 07/12/2020	1	2	3	4	5	6	7	8	9	Longevity
Central Supply Technician I	\$24.2702	\$24.8464	\$25.4753	\$26.1300	\$26.7802	\$27.3158				\$27.8621
Central Supply Technician II	\$27.0221	\$27.6966	\$28.3847	\$29.0995	\$29.8286	\$30.4253				\$31.0338
Central Supply Technician II (SAN)	\$29.8039									\$30.4000
Central Supply Technician III	\$29.0994	\$29.8282	\$30.5834	\$31.3254	\$32.1295	\$32.7720				\$33.4274
Certified Diabetic Educator	\$41.6431	\$43.6468	\$45.9137	\$48.2492	\$55.5471					\$56.6580
Certified Diabetic Educator (SAN)	\$48.6685									\$49.6419
Certified Radiologic Tech - Invasive Specialist			\$53.8025	\$55.7423	\$57.9649	\$60.2819	\$62.6931	\$65.8184	\$69.0920	\$70.4738
Certified Radiologic Tech - Invasive Specialist (SAN)	\$56.4927									\$57.6226
Certified Radiologic Tech - Invasive Specialist, Lead			\$56.4926	\$58.5293	\$60.8632	\$63.2961	\$65.8279	\$69.1093	\$72.5466	\$73.9975
Clerk I		\$22.9735	\$23.8902	\$25.0560	\$26.1170	\$26.8394				\$27.1722
Clerk I (SAN)	\$25.0847									\$25.5864
Clerk II		\$26.1169	\$27.0860	\$28.3175	\$29.4092	\$29.9974				\$30.5973
Clerk II (SAN)	\$28.4405									\$29.0093
Clerk, Lead	\$26.2611	\$27.4267	\$28.4876	\$29.8892	\$31.0847	\$31.7065				\$32.3406
Clinical Dietitian, Lead	\$44.6523	\$46.7291	\$48.9785	\$51.2568	\$53.6089					\$54.6811
Clinical Lab Scientist I		\$49.2996	\$51.5468	\$53.8095	\$56.2284	\$59.0531	\$62.0027	\$63.5528		\$64.8239
Clinical Lab Scientist I (SAN)	\$67.3660									\$68.7133
Clinical Lab Scientist II	\$51.6668	\$53.8788	\$56.2877	\$58.8939	\$61.4544	\$64.5315	\$67.7615	\$69.4552		\$70.8443
Clinical Lab Scientist II (SAN)	\$73.6228									\$75.0953
Clinical Lab Scientist III	\$54.5452	\$57.1638	\$59.5321	\$62.5037	\$65.5487	\$68.8291	\$72.2642	\$74.0708		\$75.5522
Clinical Lab Scientist, Trainee					\$34.8274	\$36.5614	\$38.4153	\$39.3756		\$40.1631
Clinical Pharmacist Specialist	\$75.7867	\$79.5746	\$83.5518	\$87.7624	\$92.1211					\$93.9635
Clinical Pharmacist Specialist - Ambulatory	\$77.2581	\$81.1198	\$85.1741	\$89.4663	\$93.9098					\$95.7880
Clinical Pharmacist Specialist - Ambulatory (SAN)	\$90.2847									\$92.0904
Clinical Pharmacist Specialist - Infectious Disease	\$77.2581	\$81.1198	\$85.1741	\$89.4663	\$93.9098					\$95.7880
Clinical Pharmacist Specialist - Infectious Disease (SAN)	\$90.2847									\$92.0904
Clinical Pharmacist Specialist (SAN)	\$88.5651									\$90.3364
Clinical Pharmacist Specialist, Lead	\$80.3338	\$84.3490	\$88.5649	\$93.0281	\$97.6484					\$99.6014
Clinical Pharmacist, Transitional Care	\$75.2640	\$78.2480	\$81.3292	\$84.6151	\$87.9287					\$89.6873
Clinical Psychologist			\$61.4695	\$64.5152	\$67.4422					\$68.7910
Clinical Psychologist (SAN)	\$65.1577									\$66.4609
Clinical Research Associate	\$40.8829	\$42.9283	\$45.0843	\$47.3512	\$49.7050					\$50.6991
Clinical Research Associate (SAN)	\$47.7894									\$48.7452
Clinical Social Worker	\$47.3410	\$49.5787	\$51.9089	\$54.4081	\$56.9386					\$58.0774
Clinical Social Worker (SAN)	\$55.0233									\$56.1238
Community Outreach Worker	\$30.4623	\$31.8375	\$33.1578	\$34.7120	\$36.3006	\$37.0265				\$37.7670
Community Outreach Worker (SAN)	\$34.8156									\$35.5119
Computer Operator I	\$25.1740	\$26.2611	\$27.4792	\$28.6841	\$29.8997	\$30.4976				\$31.1076
Computer Operator II	\$28.1733	\$29.4831	\$30.7013	\$32.0895	\$33.4517	\$34.1208				\$34.8032
Cook		\$26.2087	\$27.3933	\$28.6316	\$29.7769	\$30.3725				\$30.9800
Cook (SAN)	\$28.7631									\$29.3384
Credentialing and Provider Enrollment Specialist	\$33.0325	\$34.7091	\$36.2417	\$38.2718	\$40.0886	\$40.8906				\$41.7084
Credentials Specialist	\$33.0325	\$34.7091	\$36.2417	\$38.2718	\$40.0886	\$40.8906				\$41.7084
Data Input Clerk	\$24.8989	\$26.1169	\$27.0860	\$28.3175	\$29.4092	\$29.9975				\$30.5975
Dental Assistant	\$28.9026	\$30.1768	\$31.3699	\$32.8745	\$34.2319					\$34.9165
Dental Assistant (RDAEF)	\$37.1932	\$38.9457	\$40.7809	\$42.6160	\$44.5338					\$45.4245
Dental Assistant (SAN)	\$32.9385									\$33.5973

2020 Wage Scales

Job Title - Rates Eff 07/12/2020	1	2	3	4	5	6	7	8	9	Longevity
Dental Community Outreach Worker	\$29.0116	\$30.3214	\$31.5789	\$33.0589	\$34.5720	\$35.2634				\$35.9687
Dental Hygienist	\$34.7999	\$36.5079	\$38.1212	\$40.0870	\$41.9035					\$42.7416
Dental-Billing and Collection Specialist	\$26.5887	\$27.7804	\$28.9985	\$30.2429	\$31.5752	\$32.2066				\$32.8507
Dental-Billing and Collection Specialist (SAN)	\$30.4486									\$31.0576
Diagnostic & Interventional Svcs Coordinator	\$29.7093	\$30.7978	\$31.8828	\$33.0957	\$34.2597	\$35.1518				\$35.8548
Diagnostic & Interventional Svcs Coordinator (SAN)	\$33.4770									\$34.1485
Diet Clerk	\$26.3134	\$27.4267	\$28.5269	\$29.8759	\$31.0417	\$31.6626				\$32.2959
Diet Clerk (SAN)	\$29.9531	\$30.5464	\$31.1396	\$32.6123	\$33.8847	\$34.5625				\$35.2538
Dietitian I			\$38.6577	\$40.4543	\$42.5274					\$43.3779
Dietitian I (SAN)			\$40.9769	\$42.8816	\$45.0790					\$45.9806
Dietitian II	\$42.5274	\$44.5039	\$46.6461	\$48.8160	\$51.0562					\$52.0773
Dietitian II (SAN)	\$49.4449									\$50.4338
Electrocardiograph Tech	\$29.8650	\$31.0850	\$32.5492	\$33.9320	\$35.4586					\$36.1678
Electrocardiograph Tech (SAN)	\$34.1769									\$34.8604
Electroencephalograph Tech II	\$32.9115	\$33.9587	\$35.8017	\$37.3656	\$38.9183					\$39.6967
Electroencephalograph Tech II (SAN)	\$37.5918									\$38.3436
Eligibility Clerk	\$26.2611	\$27.4267	\$28.4876	\$29.8892	\$31.0847	\$31.7065	\$32.3406			\$32.9874
Eligibility Clerk (SAN)	\$29.9119									\$30.5101
Eligibility Clerk, Lead		\$28.8022	\$29.9617	\$31.5480	\$32.8556	\$33.5129				\$34.1832
Eligibility Specialist I	\$27.7412	\$28.9070	\$30.1512	\$31.5134	\$32.8885	\$33.5463				\$34.2172
Eligibility Specialist I (SAN)	\$31.6589									\$32.2921
Eligibility Specialist II	\$29.0639	\$30.3738	\$31.6574	\$33.2422	\$34.6673	\$35.3607				\$36.0679
Eligibility Specialist II (SAN)	\$33.2404									\$33.9052
Eligibility Specialist III	\$32.5480	\$33.9496	\$35.5797	\$37.0799	\$38.9035	\$39.6815				\$40.4751
Eligibility Specialist III (SAN)	\$37.3588									\$38.1060
Emergency Department Technician	\$29.9562	\$31.1637	\$32.4140	\$33.7654	\$35.1560					\$35.8591
Emergency Department Technician (SAN)	\$34.0348									\$34.7155
Employee Health Licensed Vocational Nurse	\$35.2393	\$36.0853	\$36.9551	\$37.7920	\$38.7358	\$39.4985	\$40.3106			\$41.1168
Employee Health Licensed Vocational Nurse (SAN)	\$38.8029									\$39.5790
Employee Health Services Assistant	\$31.1858	\$32.7313	\$34.2112	\$36.0975	\$37.8274	\$38.5840				\$39.3557
Employee Health Services Assistant (SAN)	\$35.9218									\$36.6402
Environmental Services Dispatcher	\$24.5368	\$25.6929	\$26.9036	\$28.1143	\$29.3794					\$29.9670
Food Service Worker		\$24.9412	\$26.2087	\$27.2826	\$28.2788	\$28.8442				\$29.4211
Food Service Worker (SAN)	\$27.5192									\$28.0696
Gardener I	\$26.7197	\$27.7674	\$29.1034	\$30.4001	\$31.7754	\$32.4109				\$33.0591
Gardener I (SAN)	\$30.5586									\$31.1698
Gardener II	\$30.5833	\$32.0634	\$33.3076	\$34.9711	\$36.5334	\$37.2640				\$38.0093
Health Educator I		\$31.4798	\$32.7828	\$34.2677	\$35.8088					\$36.5250
Health Educator II			\$39.3252	\$41.2585	\$43.1917					\$44.0555
Health Educator III		\$44.9020	\$46.0240	\$47.1753	\$48.3542					\$49.3213
HIM Technician I	\$28.6218	\$29.6235	\$30.5121	\$31.4885	\$32.4962					\$33.1461
HIM Technician I (SAN)	\$32.0379									\$32.6787
HIM Technician II	\$30.5207	\$31.7507	\$32.6963	\$34.4015	\$35.5256					\$36.2361
HIM Technician II (SAN)	\$34.3310									\$35.0176
HIM Technician III	\$34.2145	\$35.5936	\$37.0219	\$38.5651	\$40.1534					\$40.9565
HIM Technician III (SAN)	\$38.8729									\$39.6504

2020 Wage Scales

Job Title - Rates Eff 07/12/2020	1	2	3	4	5	6	7	8	9	Longevity
Hospital Maintenance Porter	\$23.9821	\$25.0039	\$26.2087	\$27.3873	\$28.6601	\$29.2335				\$29.8182
Hospital Maintenance Porter (SAN)	\$27.5192									\$28.0696
Housekeeping Worker		\$24.4012	\$25.5144	\$26.5754	\$27.8291	\$28.3857				\$28.9534
Housekeeping Worker (SAN)	\$26.7903									\$27.3261
Imaging Aide	\$18.6918	\$19.1712	\$19.6627	\$20.1543	\$20.6581					\$21.0713
Inhalation Therapy Aide	\$25.9579	\$27.0267	\$28.1490	\$29.5116	\$30.9282	\$31.5468				\$32.1777
Inhalation Therapy Aide (SAN)	\$29.5566	\$30.7734	\$32.0511	\$33.6027	\$35.2157	\$35.9201				\$36.6385
Interpreter Svcs Dispatcher	\$27.6887	\$29.1294	\$30.7796	\$32.3777	\$33.9862	\$34.6659				\$35.3592
Laboratory Assistant I	\$24.8990	\$25.9338	\$27.1386	\$28.1866	\$29.3916	\$29.9794				\$30.5790
Laboratory Assistant I (SAN)	\$28.4956									\$29.0655
Laboratory Assistant II	\$26.5754	\$27.8198	\$28.8808	\$30.1993	\$31.4662	\$32.0954				\$32.7373
Laboratory Assistant II (SAN)	\$30.3247									\$30.9312
Laboratory Assistant III	\$29.2748	\$30.3135	\$31.7303	\$33.0793	\$34.6690	\$35.3626				\$36.0699
Lactation Consultant	\$44.6955	\$47.0053	\$48.8857	\$50.8411	\$52.8745					\$53.9320
Lactation Consultant (SAN)	\$51.3299									\$52.3565
Laundry Aide	\$22.3842	\$23.4187	\$24.5190	\$25.4753	\$26.5080	\$27.0380				\$27.5788
Laundry Service Worker	\$22.3842	\$23.4187	\$24.5190	\$25.4753	\$26.5080	\$27.0380				\$27.5788
Lead Cardiac Sonographer	\$55.2023	\$57.9621	\$60.8603	\$63.9035	\$67.0996	\$70.4536	\$74.6855			\$76.1792
Lead Switchboard Operator		\$27.4044	\$29.2871	\$30.6300	\$31.8081	\$32.4421				\$33.0909
Library Assistant I	\$29.6012	\$30.9108	\$32.4301	\$33.8577	\$35.1849	\$35.8884				\$36.6062
Licensed Clinical Social Worker, Ambulatory	\$47.3410	\$49.5787	\$51.9089	\$54.4081	\$56.9386					\$58.0774
Licensed Clinical Social Worker, Ambulatory (SAN)	\$55.0234									\$56.1239
Licensed Vocational Nurse	\$35.2393	\$36.0853	\$36.9551	\$37.7920	\$38.7358	\$39.4985	\$40.3106			\$41.1168
Licensed Vocational Nurse (SAN)	\$38.8029	\$39.4240	\$40.0449	\$40.7930	\$41.4140	\$42.2610	\$43.0796			\$43.9412
LVN - Ambulatory	\$35.2393	\$36.0853	\$36.9551	\$37.7920	\$38.7358	\$39.4985	\$40.3106			\$41.1168
LVN - Ambulatory (SAN)	\$38.8029	\$39.4240	\$40.0449	\$40.7930	\$41.4140	\$42.2610	\$43.0796			\$43.9412
LVN IV Certified	\$36.4969	\$37.3430	\$38.2126	\$39.0495	\$39.9935	\$40.7561	\$41.5680			\$42.3994
LVN IV Certified - Ambulatory	\$36.4969	\$37.3430	\$38.2126	\$39.0495	\$39.9935	\$40.7561	\$41.5680			\$42.3994
LVN IV Certified - Ambulatory (SAN)	\$40.5052	\$41.1427	\$41.7803	\$42.5483	\$43.1855	\$44.0141	\$44.8858			\$45.7835
LVN IV Certified (SAN)	\$40.5052	\$41.1427	\$41.7803	\$42.5483	\$43.1855	\$44.0141	\$44.8858			\$45.7835
Mammo/Quality Assurance Tech	\$52.4653	\$55.2963	\$58.1132	\$60.9440	\$63.7674					\$65.0427
Marriage/Fam Child Couns II		\$52.9642	\$55.7087	\$58.3470	\$61.0309					\$62.2515
Materials Management Technician I	\$25.6734	\$26.7252	\$27.9985	\$29.3549	\$30.6873	\$31.3012				\$31.9272
Materials Management Technician I (SAN)	\$29.3984									\$29.9864
Materials Management Technician II	\$29.6240	\$30.8380	\$32.3073	\$33.8723	\$35.4096	\$36.1178				\$36.8402
Materials Management Technician II (SAN)	\$33.9227									\$34.6012
Materials Management Technician III	\$31.9022	\$33.2096	\$34.7918	\$36.4772	\$38.1330	\$38.8955				\$39.6734
Materials Management Technician III (SAN)	\$36.5313									\$37.2619
Medical Assistant	\$27.5151	\$28.6898	\$29.8644	\$31.0530	\$32.5539					\$33.2050
Medical Assistant (SAN)	\$31.3576									\$31.9848
Medical Assistant-Ambulatory	\$27.5151	\$28.6898	\$29.8644	\$31.0530	\$32.5539					\$33.2050
Medical Assistant-Ambulatory (SAN)	\$31.3576									\$31.9848
Medical Clerk	\$26.7742	\$27.9534	\$29.0924	\$30.4615	\$31.6940					\$32.3279
Medical Clerk (SAN)	\$30.5469									\$31.1578
Medical Records Technician	\$28.3568	\$29.6798	\$30.8452	\$32.3122	\$33.6048	\$34.2769				\$34.9624
Medical Social Worker I		\$44.0815	\$46.2051	\$48.2594	\$50.5633					\$51.5746
Medical Social Worker I (SAN)	\$48.9775									\$49.9571

2020 Wage Scales

Job Title - Rates Eff 07/12/2020	1	2	3	4	5	6	7	8	9	Longevity
Medical Social Worker II		\$48,2481	\$50,5517	\$52,8968	\$55,3589					\$56,4661
Medical Social Worker II (SAN)	\$53,5848									\$54,6565
Medical Transcriptionist		\$29,7712	\$31,0157	\$32,3908	\$33,8090	\$34,4853				\$35,1750
Medical Translator II	\$27,6888	\$29,1294	\$30,7797	\$32,3778	\$33,9863	\$34,6660				\$35,3593
Medical Translator II (SAN)	\$32,3187									\$32,9651
MedTranslator/Interpreter III	\$28,5008	\$29,9939	\$31,7099	\$33,3470	\$35,0077	\$35,7078				\$36,4220
Mental Health Specialist I		\$26,1958	\$27,2566	\$28,3568	\$29,7087	\$30,3029				\$30,9090
Mental Health Specialist II		\$29,1033	\$30,3738	\$31,8016	\$33,2371	\$33,9017				\$34,5797
Mental Health Specialist II (SAN)	\$31,8925									\$32,5304
Mobile Health Specialist	\$31,9854	\$33,4294	\$34,8156	\$36,4476	\$38,1156	\$38,8780				\$39,6556
Morgue Attendant	\$25,7175	\$27,0286	\$28,1667	\$29,3482	\$30,7019	\$31,3161				\$31,9424
Morgue Attendant (SAN)	\$29,5751									\$30,1666
MRI Tech	\$49,8956	\$51,8469	\$53,7983	\$55,7359	\$57,9620	\$60,2845	\$62,6958	\$65,8223	\$69,0927	\$70,4746
MRI Tech (SAN)	\$56,4883									\$57,6181
Nuclear Medicine Technologist	\$54,8852	\$57,0973	\$59,3883	\$61,8641	\$64,4119					\$65,7001
Nuclear Medicine Technologist (SAN)	\$62,3576									\$63,6048
Nursing Assistant	\$25,0953	\$26,1958	\$27,2566	\$28,3568	\$29,7087	\$30,3029				\$30,9090
Nursing Assistant (SAN)	\$28,6192	\$29,2346	\$30,6021	\$32,0123	\$33,4010	\$34,0692				\$34,7506
Nutrition Assistant	\$30,7462	\$32,0341	\$33,4033	\$34,9757	\$36,4876					\$37,2174
Nutrition Assistant (SAN)	\$35,0740	\$35,7664	\$36,4595	\$38,1790	\$39,8282					\$40,6248
Nutritionist	\$41,1590	\$42,9283	\$45,0843	\$47,1715	\$49,4176					\$50,4060
Obstetric Technician	\$35,9932	\$37,6252	\$39,1740	\$40,9298	\$42,7830					\$43,6387
Obstetric Technician (SAN)	\$41,1327									\$41,9554
Occupational Therapist I	\$49,3160	\$51,5959	\$53,8759	\$56,5409	\$59,3413	\$60,5283	\$61,7386			\$62,9734
Occupational Therapist I (SAN)			\$59,5763	\$59,5763	\$65,6016					\$66,9136
Occupational Therapist II	\$51,8014	\$54,3859	\$56,9845	\$59,7624	\$62,1960	\$63,4398	\$64,7085			\$66,0027
Occupational Therapist II (SAN)	\$60,4034									\$61,6115
Occupational Therapist, Lead	\$54,2638	\$56,9712	\$59,6911	\$62,6032	\$65,1524	\$66,4555	\$67,7845			\$69,1402
Occupational Therapy Aide	\$26,6802	\$27,6494	\$28,9985	\$30,2560	\$31,6705	\$32,3040				\$32,9501
Occupational Therapy Assistant	\$32,0765	\$33,3603	\$34,6830	\$36,0846	\$37,5517	\$38,3026				\$39,0687
Operating Room Biller	\$39,0603	\$40,6540	\$42,2923	\$44,0645	\$45,4908					\$46,4006
Orthopedic Technician	\$26,2481	\$27,2826	\$28,4221	\$29,7712	\$31,2482	\$31,8731				\$32,5106
Orthopedic Technician (SAN)	\$29,8434									\$30,4403
Outside Medical Services Claims Specialist	\$26,5887	\$27,7804	\$28,9985	\$30,2429	\$31,5752	\$32,2066				\$32,8507
Outside Medical Services Claims Specialist (SAN)	\$30,4486									\$31,0576
Panel Management Coordinator	\$30,4294	\$31,7866	\$33,0909	\$34,7399	\$36,1092	\$36,8315				\$37,5681
Panel Management Coordinator (SAN)	\$34,7454									\$35,4403
Patient Account Representative	\$26,5887	\$27,7804	\$28,9985	\$30,2429	\$31,5752	\$32,2066				\$32,8507
Patient Authorization Coordinator	\$33,5504	\$34,5881	\$35,6578	\$36,7607	\$37,8976	\$39,0697				\$39,8511
Patient Authorization Coordinator (SAN)	\$36,4107									\$37,1389
Patient Care Access Coordinator	\$33,0998	\$34,4121	\$35,7672	\$37,2121	\$38,6696	\$39,4429				\$40,2318
Patient Financial Services Account Specialist	\$26,5887	\$27,7804	\$28,9985	\$30,2429	\$31,5752	\$32,2066				\$32,8507
Patient Financial Services Account Specialist (SAN)	\$30,4486									\$31,0576
Patient Financial Services Billing Specialist	\$26,5887	\$27,7804	\$28,9985	\$30,2429	\$31,5752	\$32,2066				\$32,8507
Patient Financial Services Billing Specialist (SAN)	\$30,4486									\$31,0576
Patient Financial Services Collection Refund Specialist	\$26,5887	\$27,7804	\$28,9985	\$30,2429	\$31,5752	\$32,2066				\$32,8507
Patient Financial Services Collection Refund Specialist (SAN)	\$30,4486									\$31,0576

2020 Wage Scales

Job Title - Rates Eff 07/12/2020	1	2	3	4	5	6	7	8	9	Longevity
Patient Financial Services Collection Specialist	\$26.5887	\$27.7804	\$28.9985	\$30.2429	\$31.5752	\$32.2066				\$32.8507
Patient Financial Services Collection Specialist (SAN)	\$30.4486									\$31.0576
Patient Financial Services Denial Specialist	\$26.5887	\$27.7804	\$28.9985	\$30.2429	\$31.5752	\$32.2066				\$32.8507
Patient Financial Services Denial Specialist (SAN)	\$30.4486									\$31.0576
Patient Navigator	\$33.1028	\$34.1618	\$35.8359	\$37.3767	\$38.9840					\$39.7637
Patient Services Representative	\$26.2611	\$27.4267	\$28.4876	\$29.8892	\$31.0847	\$31.7065	\$32.3406			\$32.9874
Patient Services Representative II	\$28.7050	\$29.5660	\$30.4532	\$31.3668	\$32.3077	\$33.4383	\$34.4417			\$35.1305
Patient Services Representative III	\$31.5708	\$32.5178	\$33.4933	\$34.4982	\$35.5331	\$36.7768	\$37.8801			\$38.6377
Patient Transporter	\$20.5749	\$21.1024	\$21.6435	\$22.1847	\$22.7392					\$23.1940
Patient Transporter (SAN)	\$22.7257									\$23.1802
Payroll Administrator	\$32.5939	\$33.9632	\$35.4449	\$37.0496	\$38.6779	\$39.4514				\$40.2404
Payroll Records Clerk	\$28.8414	\$30.1251	\$31.2380	\$32.7313	\$34.0817	\$34.7632				\$35.4585
Pharmacist	\$72.7582	\$76.0256	\$80.0206	\$83.7336	\$87.9325					\$89.6912
Pharmacist - Night 7/7	\$72.7582	\$76.0256	\$80.0206	\$83.7336	\$87.9325					\$89.6912
Pharmacist (SAN)	\$87.9324									\$89.6910
Pharmacist, Lead	\$77.1236	\$80.5872	\$84.8218	\$88.7577	\$93.2085					\$95.0727
Pharmacy Business Systems Pharmacist	\$73.1281	\$76.0275	\$79.0213	\$82.2138	\$85.4334					\$87.1421
Pharmacy Support Specialist	\$30.2261	\$32.6537	\$34.0059	\$35.8715	\$37.1721					\$37.9155
Pharmacy Systems Analyst/Pharmacist	\$75.3219	\$78.3083	\$81.3919	\$84.6802	\$87.9964					\$89.7563
Pharmacy Technician	\$30.0952	\$31.4097	\$32.7104	\$34.3126	\$35.7560	\$36.4714				\$37.2008
Pharmacy Technician (SAN)	\$35.7562									\$36.4713
Physical Therapist I	\$50.2735	\$52.5978	\$54.9221	\$57.6388	\$60.4937	\$61.7035	\$62.9375			\$64.1963
Physical Therapist I (SAN)			\$60.7332		\$66.8905					\$68.2283
Physical Therapist II	\$54.3915	\$57.1053	\$59.8337	\$62.7506	\$65.3058	\$66.6119	\$67.9442			\$69.3031
Physical Therapist II (SAN)	\$63.4236									\$64.6921
Physical Therapy Aide	\$26.6802	\$27.6494	\$28.9985	\$30.2560	\$31.6705	\$32.3040				\$32.9501
Physical Therapy Aide (SAN)	\$30.4484	\$31.0321	\$32.5436	\$33.9595	\$35.5527	\$36.2639				\$36.9892
Psychiatric Social Worker I		\$45.8035	\$47.6900	\$49.9195	\$52.5060					\$53.5561
Psychiatric Social Worker I (SAN)	\$50.5515									\$51.5625
Psychiatric Social Worker II		\$53.8452	\$56.6352	\$59.3176	\$62.0428					\$63.2837
Psychiatric Social Worker II (SAN)	\$61.4285									\$62.6571
Psychiatric Technician (SAN)	\$38.5839									\$39.3556
Psychiatric Technician		\$33.7965	\$35.2743	\$36.9416	\$38.5837					\$39.3554
Pulmonary Function Tech (SAN)	\$49.1943									\$50.1782
Pulmonary Function Technologist			\$46.8517	\$49.0669	\$51.4080	\$53.9738	\$56.6867			\$57.8204
Quality & Report Reconciliation Specialist	\$32.5480	\$33.9496	\$35.5797	\$37.0799	\$38.9035	\$39.6815				\$40.4751
Radiology Technologist I	\$43.4591									\$44.3283
Radiology Technologist I (SAN)	\$45.8321									\$46.5447
Radiology Technologist II	\$46.6824	\$49.0323	\$51.3676	\$53.7175	\$56.4181	\$57.8263	\$59.2665			\$60.4518
Radiology Technologist II (SAN)	\$53.9360									\$55.0147
Radiology Technologist III	\$48.6496	\$51.2844	\$53.9046	\$56.5394	\$59.1686	\$60.6464	\$62.1626			\$63.4059
Radiology Technologist III (SAN)	\$56.5998									\$57.7318
Radiology Technologist IV	\$53.5219	\$56.4070	\$59.2922	\$62.1626	\$65.0476	\$66.6669	\$68.3303			\$69.6969
Radiology Technologist IV (SAN)	\$62.2538									\$63.4989
Recreation Therapist I		\$39.5700	\$41.1869	\$43.1218	\$44.9877					\$45.8875
Regist Respiratory Therapist	\$47.9603	\$50.0628	\$52.3480	\$54.8008	\$57.3604	\$58.5488	\$59.7023			\$60.8963
Regist Respiratory Therapist (SAN)	\$55.1541									\$56.2572

2020 Wage Scales

Job Title - Rates Eff 07/12/2020	1	2	3	4	5	6	7	8	9	Longevity
Rehabilitation Counselor I	\$43.8499	\$45.8081	\$47.8948	\$49.9240	\$52.5112					\$53.5814
Rehabilitation Counselor I (SAN)	\$50.5563									\$51.5674
Rehabilitation Counselor II	\$47.8948	\$49.9240	\$52.5158	\$54.9982	\$57.5252					\$58.8757
Rehabilitation Counselor II (SAN)			\$55.8688	\$56.0560	\$58.6345					\$59.8072
Rehabilitation Counselor II Lead	\$50.0792	\$52.4202	\$55.1417	\$57.7482	\$60.4015					\$61.8095
Respiratory Care Pract II	\$42.0392	\$43.8755	\$45.9080	\$48.0388	\$50.2810	\$51.3188	\$52.3367			\$53.3834
Respiratory Care Pract II (SAN)	\$50.2816									\$51.2872
Restorative Nursing Assistant	\$25.0953	\$26.1958	\$27.2586	\$28.3568	\$29.7087	\$30.3029				\$30.9090
Sanitation Assistant		\$24.9412	\$26.2087	\$27.2826	\$28.2788	\$28.8442				\$29.4211
Sanitation Assistant (SAN)	\$27.5192									\$28.0898
Secretary I	\$27.0860	\$28.3305	\$29.6273	\$30.8976	\$32.2698	\$32.9154				\$33.5737
Secretary I (SAN)	\$31.1088									\$31.7310
Senior Food Service Worker	\$25.1870	\$26.2481	\$27.2170	\$28.4221	\$29.6404	\$30.2331				\$30.8378
Senior Hospital Maint Porter	\$25.1808	\$26.2481	\$27.5317	\$28.7102	\$29.9939	\$30.5937				\$31.2056
Senior Outside Medical Services Specialist	\$29.6121	\$30.9478	\$32.3642	\$33.7675	\$35.1042	\$35.8061				\$36.5222
Senior Patient Financial Services Specialist	\$29.6121	\$30.9478	\$32.3642	\$33.7675	\$35.1042	\$35.8061				\$36.5222
Senior Respiratory Care Pract	\$49.8832	\$52.0861	\$54.4552	\$57.0050	\$59.8909	\$60.8677	\$62.0944			\$63.3363
Senior Restorative Nursing Assistant	\$26.3501	\$27.5055	\$28.6194	\$29.7746	\$31.1942	\$31.8180				\$32.4544
Social Worker II	\$36.1896	\$37.8145	\$39.5835	\$41.3250	\$43.0499					\$43.9109
Social Worker II (SAN)	\$41.9587									\$42.7979
Social Worker III	\$37.1294	\$39.0186	\$40.9591	\$42.9986	\$45.1513					\$46.0543
Social Worker, Outpatient Palliative Care	\$53.9641	\$56.5151	\$59.1712	\$62.0203	\$64.9046					\$66.2027
Social Worker, Palliative Care	\$53.9641	\$56.5151	\$59.1712	\$62.0203	\$64.9046					\$66.2027
Sonographer I	\$52.5514	\$54.3586								\$55.4458
Sonographer I (SAN)	\$57.0765									\$58.2180
Sonographer II	\$54.8668	\$56.9203	\$59.0476	\$61.2711	\$63.5684	\$65.4785	\$67.6897			\$69.0435
Sonographer II (SAN)	\$62.0002									\$63.2402
Sonographer III	\$57.0638	\$59.2034	\$61.4005	\$63.7266	\$66.1101	\$68.0918	\$70.6363	\$73.9217	\$77.3679	\$78.9153
Sonographer III (SAN)	\$64.4705									\$65.7599
Specialist Clerk	\$25.8681	\$27.0075	\$28.1079	\$29.4306	\$30.6216	\$31.2339				\$31.8586
Specialist Clerk (SAN)	\$29.5134									\$30.1037
Specialist Clerk, Lead	\$27.1616	\$28.3579	\$29.5133	\$30.9022	\$32.1527	\$32.7957				\$33.4516
Speech Pathologist I	\$47.8796	\$50.0931	\$52.3067	\$54.8941	\$57.6108					\$58.7630
Speech Pathologist II	\$51.8014	\$54.3859	\$56.9845	\$59.7624	\$62.1960	\$63.4398	\$64.7085			\$66.0027
Speech Pathologist II (SAN)	\$60.4035									\$61.6116
Staffing Coordinator	\$29.5035	\$30.6966	\$31.9020	\$33.1944	\$34.5116	\$35.8913	\$37.3204	\$38.8366		\$39.6133
Staffing Coordinator (SAN)	\$35.1135									\$35.8158
Substance Abuse Counselor	\$29.0116	\$30.3214	\$31.5789	\$33.0589	\$34.5720	\$35.2634				\$35.9887
Substance Abuse Counselor (SAN)	\$33.1578									\$33.8210
Supply Clerk I	\$23.8380	\$24.8464	\$26.0907	\$27.1256	\$28.3875	\$28.9553				\$29.5344
Supply Clerk I (SAN)	\$27.3953									\$27.9432
Supply Clerk II	\$24.2962	\$25.2919	\$26.4968	\$27.7804	\$29.0414	\$29.6223				\$30.2147
Supply Clerk II (SAN)	\$27.8216									\$28.3780
Supply Coordinator, Perioperative Services	\$28.7931	\$29.9229	\$31.1020	\$32.3584	\$33.6269	\$34.2994				\$34.9854

2020 Wage Scales

Job Title - Rates Eff 07/12/2020	1	2	3	4	5	6	7	8	9	Longevity
Surgical Technician	\$35.9932	\$37.6252	\$39.1740	\$40.9298	\$42.7830					\$43.6387
Surgical Technician (SAN)	\$41.1327									\$41.9554
Switchboard Operator		\$26.0994	\$27.8924	\$29.1715	\$30.2916	\$30.8972				\$31.5151
Switchboard Operator (SAN)	\$29.2871									\$29.8728
System Care Management Project Coordinator	\$35.3064	\$37.1647	\$39.1207	\$41.0768	\$43.1302					\$43.9928
System Care Management Project Coordinator (SAN)	\$40.0468									\$40.8477
Telemetry Monitor Technician	\$27.0201	\$28.1090	\$29.2371	\$30.4558	\$31.7102					\$32.3444
Telemetry Monitor Technician (SAN)	\$30.6988									\$31.3128
Transportation Program Worker		\$24.4012	\$25.5144	\$26.5754	\$27.8291	\$28.3857				\$28.9534
Transportation Program Worker (SAN)	\$26.7903									\$27.3261
Transportation Program Worker Lead		\$25.6213	\$26.7902	\$27.9042	\$29.2206	\$29.8049				\$30.4010
Trauma Program Social Worker		\$48.2481	\$50.5517	\$52.8968	\$55.3589					\$56.4661
Underpayment Specialist	\$26.5887	\$27.7804	\$28.9985	\$30.2429	\$31.5752	\$32.2066				\$32.8507



## 2021 Wage Scales

Job Title - Rates Eff 04/18/2021	1	2	3	4	5	6	7	8	9	Longevity
Account Clerk I	\$24.4453	\$25.5244	\$26.6037	\$27.6560	\$ 29.0150	\$29.5951				\$ 30.1870
Account Clerk I (SAN)	\$27.9339									\$ 28.4926
Accountant I			\$39.2906	\$41.0274	\$ 42.9348					\$ 43.7935
Accountant II	\$37.7420	\$39.3761	\$41.2454	\$43.2031	\$ 45.1149					\$ 46.0172
Accounts Payable Clerk I	\$25.6595	\$26.7924	\$27.9527	\$29.0455	\$ 30.4484	\$31.0576				\$ 31.6788
Accounts Payable Clerk II	\$27.5076	\$28.5734	\$29.9764	\$31.2042	\$ 32.5504	\$33.2014				\$ 33.8654
Activity Therapist	\$41.6105	\$43.5655	\$45.4504	\$47.6006	\$ 49.9325					\$ 50.9312
Activity Therapist (SAN)	\$47.7230									\$ 48.6775
Acupuncturist	\$37.2547	\$39.0912	\$41.0131	\$43.0630	\$ 45.2593					\$ 46.1645
Administrative Assistant	\$32.1214	\$33.7132	\$35.2375	\$37.1804	\$ 38.9622	\$39.7415				\$ 40.5363
Ambulatory Patient Services Representative	\$27.0489	\$28.2495	\$29.3422	\$30.7859	\$ 32.0172	\$32.6577	\$33.3108			\$ 33.9770
Ambulatory Patient Services Representative (SAN)	\$30.8083									\$ 31.4245
Anesthesia Technician	\$35.2711	\$36.8769	\$38.3990	\$40.1306	\$ 41.9390					\$ 42.7778
Audiologist	\$53.3554	\$56.0175	\$58.6940	\$61.5553	\$ 64.0619	\$65.3430	\$66.6498			\$ 67.9828
Audiologist (SAN)	\$62.2156									\$ 63.4599
Behavioral Health Community Health Worker	\$32.8702	\$34.3542	\$35.7789	\$37.4558	\$ 39.1701	\$39.9534				\$ 40.7525
Billing Technician I	\$25.8215	\$27.0219	\$28.0203	\$29.3019	\$ 30.6105	\$31.2226				\$ 31.8471
Billing Technician I (SAN)	\$29.4212									\$ 30.0096
Billing Technician II	\$27.3864	\$28.6138	\$29.8685	\$31.1502	\$ 32.5225	\$33.1728				\$ 33.8363
Billing Technician II (SAN)	\$31.3621									\$ 31.9893
Billing Technician III	\$30.5005	\$31.8760	\$33.3351	\$34.7805	\$ 36.1573	\$36.8803				\$ 37.6179
Buyer I			\$30.0697	\$32.3487	\$ 33.7938	\$34.4696				\$ 35.1590
Buyer II	\$35.9662	\$38.6154	\$40.5888	\$42.3813	\$ 44.3077	\$45.1938				\$ 46.0977
Buyer II (SAN)	\$42.6182									\$ 43.4706
Cardiac Sonographer I	\$46.9073	\$49.2531	\$51.7155	\$54.3011	\$ 57.0160	\$59.8670	\$63.4629			\$ 64.7322
Cardiac Sonographer I (SAN)	\$54.3013									\$ 55.3873
Cardiac Sonographer II	\$54.1510	\$56.8581	\$59.7010	\$62.6862	\$ 65.8207	\$69.1116	\$73.2630			\$ 74.7283
Cardiac Sonographer II (SAN)	\$62.6861									\$ 63.9398
Cardiovascular Technician II	\$47.1259	\$49.5276	\$51.9809	\$54.5826	\$ 57.2936					\$ 58.4395
Cardiovascular Technician II Registered			\$46.7586	\$49.5647	\$ 52.5488	\$55.6971	\$59.0369	\$62.0347	\$63.2664	\$ 64.5317
Cardiovascular Tech (CVT)- Invasive Specialist			\$46.7586	\$49.5647	\$ 52.5488	\$55.6971	\$59.0369	\$62.0347	\$63.2664	\$ 64.5317
Cardiovascular Tech (CVT)- Invasive Specialist (SAN)	\$49.0966									\$ 50.0785
Care Management Community Health Worker	\$33.3489	\$34.8545	\$36.2999	\$38.0013	\$ 39.7406	\$40.5352				\$ 41.3459
Care Management Community Health Worker II	\$37.8135	\$39.5332	\$41.3826	\$43.2032	\$ 45.0065					\$ 45.9066
Care Management Social Worker I		\$49.6955	\$52.0683	\$54.4837	\$ 57.0197					\$ 58.1601
Care Management Social Worker I (SAN)	\$55.1923									\$ 56.2961
Care Management Social Worker II	\$48.7612	\$52.1802	\$54.6717	\$57.2080	\$ 59.8707					\$ 61.0681
Care Management Social Worker II (SAN)	\$57.9519									\$ 59.1109
Care Management Specialist	\$34.8727	\$36.6851	\$38.5853	\$40.6021	\$ 42.7507					\$ 43.6057
Cash Posting Specialist	\$27.3864	\$28.6138	\$29.8685	\$31.1502	\$ 32.5225	\$33.1728				\$ 33.8363
Cash Posting Specialist I	\$25.8215	\$27.0219	\$28.0203	\$29.3019	\$ 30.6105	\$31.2226				\$ 31.8471
Cash Posting Specialist II	\$27.3864	\$28.6138	\$29.8685	\$31.1502	\$ 32.5225	\$33.1728				\$ 33.8363

## 2021 Wage Scales

Job Title - Rates Eff 04/18/2021	1	2	3	4	5	6	7	8	9	Longevity
Cash Posting Specialist II (SAN)	\$31.3619									\$ 31.9891
Cash Posting Specialist III	\$30.5005	\$31.8761	\$33.3351	\$34.7805	\$ 36.1573	\$36.8803				\$ 37.6179
Catering Services Coordinator	\$25.9426	\$27.0355	\$28.0335	\$29.2748	\$ 30.5296	\$31.1401				\$ 31.7629
Central Sterile Processing Tech	\$28.9197	\$29.6418	\$30.3780	\$31.1433	\$ 31.9234					\$ 32.5619
Central Sterile Processing Tech (SAN)	\$31.8970									\$ 32.5349
Central Supply Technician I	\$24.9983	\$25.5918	\$26.2396	\$26.9139	\$ 27.5836	\$28.1353				\$ 28.6980
Central Supply Technician II	\$27.8328	\$28.5275	\$29.2362	\$29.9725	\$ 30.7235	\$31.3381				\$ 31.9649
Central Supply Technician II (SAN)	\$30.6980									\$ 31.3120
Central Supply Technician III	\$29.9724	\$30.7230	\$31.5009	\$32.2652	\$ 33.0934	\$33.7552				\$ 34.4303
Certified Diabetic Educator	\$42.8924	\$44.9562	\$47.2911	\$49.6967	\$ 57.2135					\$ 58.3578
Certified Diabetic Educator (SAN)	\$50.1286									\$ 51.1312
Certified Radiologic Tech - Invasive Specialist			\$55.4166	\$57.4146	\$ 59.7038	\$62.0904	\$64.5739	\$67.7930	\$71.1648	\$ 72.5881
Certified Radiologic Tech - Invasive Specialist (SAN)	\$58.1875									\$ 59.3513
Certified Radiologic Tech - Invasive Specialist, Lead			\$58.1874	\$60.2852	\$ 62.6891	\$65.1950	\$67.8027	\$71.1826	\$74.7230	\$ 76.2175
Clerk I		\$23.6627	\$24.6069	\$25.8077	\$ 26.9005	\$27.4386				\$ 27.9874
Clerk I (SAN)	\$25.8372									\$ 26.3539
Clerk II		\$26.9004	\$27.8986	\$29.1670	\$ 30.2915	\$30.8973				\$ 31.5152
Clerk II (SAN)	\$29.2937									\$ 29.8796
Clerk, Lead	\$27.0489	\$28.2495	\$29.3422	\$30.7859	\$ 32.0172	\$32.6577				\$ 33.3109
Clinical Dietitian, Lead	\$45.9919	\$48.1310	\$50.4479	\$52.7945	\$ 55.2172					\$ 56.3215
Clinical Lab Scientist I		\$50.7786	\$53.0932	\$55.4238	\$ 57.9153	\$60.8247	\$63.8628	\$65.4594		\$ 66.7686
Clinical Lab Scientist I (SAN)	\$69.3870									\$ 70.7747
Clinical Lab Scientist II	\$53.2168	\$55.4952	\$57.9763	\$60.6607	\$ 63.2980	\$66.4674	\$69.7943	\$71.5389		\$ 72.9697
Clinical Lab Scientist II (SAN)	\$75.8315									\$ 77.3481
Clinical Lab Scientist III	\$56.1816	\$58.8787	\$61.3181	\$64.3788	\$ 67.5152	\$70.8940	\$74.4321	\$76.2929		\$ 77.8188
Clinical Lab Scientist, Trainee					\$ 35.8722	\$37.6582	\$39.5678	\$40.5569		\$ 41.3680
Clinical Pharmacist Specialist	\$78.0603	\$81.9618	\$86.0584	\$90.3953	\$ 94.8847					\$ 96.7824
Clinical Pharmacist Specialist - Ambulatory	\$79.5758	\$83.5534	\$87.7293	\$92.1503	\$ 96.7271					\$ 98.6616
Clinical Pharmacist Specialist - Ambulatory (SAN)	\$92.9932									\$ 94.8531
Clinical Pharmacist Specialist - Infectious Disease	\$79.5758	\$83.5534	\$87.7293	\$92.1503	\$ 96.7271					\$ 98.6616
Clinical Pharmacist Specialist - Infectious Disease (SAN)	\$92.9932									\$ 94.8531
Clinical Pharmacist Specialist (SAN)	\$91.2221									\$ 93.0465
Clinical Pharmacist Specialist, Lead	\$82.7438	\$86.8795	\$91.2218	\$95.8189	\$100.5779					\$102.5895
Clinical Pharmacist, Transitional Care	\$77.5219	\$80.5954	\$83.7691	\$87.1536	\$ 90.5666					\$ 92.3779
Clinical Psychologist			\$63.3136	\$66.4507	\$ 69.4655					\$ 70.8548
Clinical Psychologist (SAN)	\$67.1124									\$ 68.4546
Clinical Research Associate	\$42.1094	\$44.2161	\$46.4368	\$48.7717	\$ 51.1962					\$ 52.2201
Clinical Research Associate (SAN)	\$49.2231									\$ 50.2076
Clinical Social Worker	\$48.7612	\$51.0661	\$53.4662	\$56.0403	\$ 58.6468					\$ 59.8197
Clinical Social Worker (SAN)	\$56.6740									\$ 57.8075
Community Outreach Worker	\$31.3762	\$32.7926	\$34.1525	\$35.7534	\$ 37.3896	\$38.1373				\$ 38.9000
Community Outreach Worker (SAN)	\$35.8601									\$ 36.5773
Computer Operator I	\$25.9292	\$27.0489	\$28.3036	\$29.5446	\$ 30.7967	\$31.4125				\$ 32.0408

## 2021 Wage Scales

Job Title - Rates Eff 04/18/2021	1	2	3	4	5	6	7	8	9	Longevity
Computer Operator II	\$29.0185	\$30.3676	\$31.6223	\$33.0522	\$ 34.4553	\$35.1444				\$ 35.8473
Cook		\$26.9950	\$28.2151	\$29.4905	\$ 30.6702	\$31.2837				\$ 31.9094
Cook (SAN)	\$29.6260									\$ 30.2185
Credentialing and Provider Enrollment Specialist	\$34.0235	\$35.7504	\$37.3290	\$39.4200	\$ 41.2913	\$42.1173				\$ 42.9596
Credentials Specialist	\$34.0235	\$35.7504	\$37.3290	\$39.4200	\$ 41.2913	\$42.1173				\$ 42.9596
Data Input Clerk	\$25.6459	\$26.9004	\$27.8986	\$29.1670	\$ 30.2915	\$30.8974				\$ 31.5153
Dental Assistant	\$29.7697	\$31.0821	\$32.3110	\$33.8607	\$ 35.2589					\$ 35.9641
Dental Assistant (RDAEF)	\$38.3090	\$40.1141	\$42.0043	\$43.8945	\$ 45.8698					\$ 46.7872
Dental Assistant (SAN)	\$33.9267									\$ 34.6052
Dental Community Outreach Worker	\$29.8819	\$31.2310	\$32.5263	\$34.0507	\$ 35.6092	\$36.3213				\$ 37.0477
Dental Hygienist	\$35.8439	\$37.6031	\$39.2648	\$41.2896	\$ 43.1606					\$ 44.0238
Dental-Billing and Collection Specialist	\$27.3864	\$28.6138	\$29.8685	\$31.1502	\$ 32.5225	\$33.1728				\$ 33.8363
Dental-Billing and Collection Specialist (SAN)	\$31.3621									\$ 31.9893
Diagnostic & Interventional Svcs Coordinator	\$30.6006	\$31.7217	\$32.8393	\$34.0886	\$ 35.2875	\$36.2064				\$ 36.9305
Diagnostic & Interventional Svcs Coordinator (SAN)	\$34.4813									\$ 35.1709
Diet Clerk	\$27.1028	\$28.2495	\$29.3827	\$30.7722	\$ 31.9730	\$32.6125				\$ 33.2648
Diet Clerk (SAN)	\$30.8517	\$31.4628	\$32.0738	\$33.5907	\$ 34.9012	\$35.5994				\$ 36.3114
Dietitian I			\$39.8174	\$41.6679	\$ 43.8032					\$ 44.6793
Dietitian I (SAN)			\$42.2062	\$44.1680	\$ 46.4314					\$ 47.3600
Dietitian II	\$43.8032	\$45.8390	\$48.0455	\$50.2805	\$ 52.5879					\$ 53.6397
Dietitian II (SAN)	\$50.9282									\$ 51.9468
Electrocardiograph Tech	\$30.7610	\$32.0176	\$33.5257	\$34.9500	\$ 36.5224					\$ 37.2528
Electrocardiograph Tech (SAN)	\$35.2022									\$ 35.9062
Electroencephalograph Tech II	\$33.8988	\$34.9775	\$36.8758	\$38.4866	\$ 40.0858					\$ 40.8875
Electroencephalograph Tech II (SAN)	\$38.7196									\$ 39.4940
Eligibility Clerk	\$27.0489	\$28.2495	\$29.3422	\$30.7859	\$ 32.0172	\$32.6577	\$33.3108			\$ 33.9770
Eligibility Clerk (SAN)	\$30.8093									\$ 31.4255
Eligibility Clerk, Lead		\$29.6663	\$30.8606	\$32.4944	\$ 33.8413	\$34.5183				\$ 35.2087
Eligibility Specialist I	\$28.5734	\$29.7742	\$31.0557	\$32.4588	\$ 33.8752	\$34.5527				\$ 35.2438
Eligibility Specialist I (SAN)	\$32.6087									\$ 33.2609
Eligibility Specialist II	\$29.9358	\$31.2850	\$32.6071	\$34.2395	\$ 35.7073	\$36.4215				\$ 37.1499
Eligibility Specialist II (SAN)	\$34.2376									\$ 34.9224
Eligibility Specialist III	\$33.5244	\$34.9681	\$36.6471	\$38.1923	\$ 40.0706	\$40.8719				\$ 41.6893
Eligibility Specialist III (SAN)	\$38.4798									\$ 39.2492
Emergency Department Technician	\$30.8549	\$32.0986	\$33.3864	\$34.7784	\$ 36.2107					\$ 36.9349
Emergency Department Technician (SAN)	\$35.0558									\$ 35.7569
Employee Health Licensed Vocational Nurse	\$36.2965	\$37.1679	\$38.0638	\$38.9258	\$ 39.8979	\$40.6835	\$41.5199			\$ 42.3503
Employee Health Licensed Vocational Nurse (SAN)	\$39.9670									\$ 40.7663
Employee Health Services Assistant	\$32.1214	\$33.7132	\$35.2375	\$37.1804	\$ 38.9622	\$39.7415				\$ 40.5363
Employee Health Services Assistant (SAN)	\$36.9995									\$ 37.7395
Environmental Services Dispatcher	\$25.2729	\$26.4637	\$27.7107	\$28.9577	\$ 30.2608					\$ 30.8660
Food Service Worker		\$25.6894	\$26.9950	\$28.1011	\$ 29.1272	\$29.7095				\$ 30.3037
Food Service Worker (SAN)	\$28.3448									\$ 28.9117

## 2021 Wage Scales

Job Title - Rates Eff 04/18/2021	1	2	3	4	5	6	7	8	9	Longevity
Gardener I	\$27.5213	\$28.8004	\$29.9765	\$31.3121	\$ 32.7287	\$33.3832				\$ 34.0509
Gardener I (SAN)	\$31.4754									\$ 32.1049
Gardener II	\$31.5008	\$33.0253	\$34.3088	\$36.0202	\$ 37.6294	\$38.3819				\$ 39.1495
Health Educator I		\$32.4242	\$33.7663	\$35.2957	\$ 36.8831					\$ 37.6208
Health Educator II			\$40.5050	\$42.4963	\$ 44.4875					\$ 45.3773
Health Educator III		\$46.2491	\$47.4047	\$48.5908	\$ 49.8048					\$ 50.8009
HIM Technician I	\$29.4805	\$30.5122	\$31.4275	\$32.4332	\$ 33.4711					\$ 34.1405
HIM Technician I (SAN)	\$32.9990									\$ 33.6590
HIM Technician II	\$31.4363	\$32.7032	\$33.6772	\$35.4335	\$ 36.5914					\$ 37.3232
HIM Technician II (SAN)	\$35.3609									\$ 36.0681
HIM Technician III	\$35.2409	\$36.6614	\$38.1326	\$39.7221	\$ 41.3580					\$ 42.1852
HIM Technician III (SAN)	\$40.0391									\$ 40.8399
Hospital Maintenance Porter	\$24.7016	\$25.7540	\$26.9950	\$28.2089	\$ 29.5199	\$30.1105				\$ 30.7127
Hospital Maintenance Porter (SAN)	\$28.3448									\$ 28.9117
Housekeeping Worker		\$25.1332	\$26.2798	\$27.3727	\$ 28.6640	\$29.2373				\$ 29.8220
Housekeeping Worker (SAN)	\$27.5940									\$ 28.1459
Imaging Aide	\$19.2526	\$19.7463	\$20.2526	\$20.7589	\$ 21.2778					\$ 21.7034
Inhalation Therapy Aide	\$26.7366	\$27.8375	\$28.9935	\$30.3969	\$ 31.8560	\$32.4932				\$ 33.1431
Inhalation Therapy Aide (SAN)	\$30.4433	\$31.6966	\$33.0126	\$34.6108	\$ 36.2722	\$36.9977				\$ 37.7377
Interpreter Svcs Dispatcher	\$28.5194	\$30.0033	\$31.7030	\$33.3490	\$ 35.0058	\$35.7059				\$ 36.4200
Laboratory Assistant I	\$25.6460	\$26.7118	\$27.9528	\$29.0322	\$ 30.2733	\$30.8788				\$ 31.4964
Laboratory Assistant I (SAN)	\$29.3505									\$ 29.9375
Laboratory Assistant II	\$27.3727	\$28.6544	\$29.7472	\$31.1053	\$ 32.4102	\$33.0583				\$ 33.7195
Laboratory Assistant II (SAN)	\$31.2344									\$ 31.8591
Laboratory Assistant III	\$30.1530	\$31.2229	\$32.6822	\$34.0717	\$ 35.7091	\$36.4235				\$ 37.1520
Lactation Consultant	\$46.0364	\$48.4155	\$50.3523	\$52.3663	\$ 54.4607					\$ 55.5499
Lactation Consultant (SAN)	\$52.8698									\$ 53.9272
Laundry Aide	\$23.0557	\$24.1213	\$25.2546	\$26.2396	\$ 27.3032	\$27.8491				\$ 28.4061
Laundry Service Worker	\$23.0557	\$24.1213	\$25.2546	\$26.2396	\$ 27.3032	\$27.8491				\$ 28.4061
Lead Cardiac Sonographer	\$56.8584	\$59.7010	\$62.6861	\$65.8206	\$ 69.1116	\$72.5672	\$76.9261			\$ 78.4646
Lead Switchboard Operator		\$28.2265	\$30.1657	\$31.5489	\$ 32.7603	\$33.4154				\$ 34.0837
Library Assistant I	\$30.4892	\$31.8381	\$33.4030	\$34.8734	\$ 36.2404	\$36.9651				\$ 37.7044
Licensed Clinical Social Worker, Ambulatory	\$48.7612	\$51.0661	\$53.4662	\$56.0403	\$ 58.6468					\$ 59.8197
Licensed Clinical Social Worker, Ambulatory (SAN)	\$56.6741									\$ 57.8076
Licensed Vocational Nurse	\$36.2965	\$37.1679	\$38.0638	\$38.9258	\$ 39.8979	\$40.6835	\$41.5199			\$ 42.3503
Licensed Vocational Nurse (SAN)	\$39.9670	\$40.8067	\$41.2462	\$42.0168	\$ 42.6564	\$43.5288	\$44.3720			\$ 45.2594
LVN - Ambulatory	\$36.2965	\$37.1679	\$38.0638	\$38.9258	\$ 39.8979	\$40.6835	\$41.5199			\$ 42.3503
LVN - Ambulatory (SAN)	\$39.9670	\$40.8067	\$41.2462	\$42.0168	\$ 42.6564	\$43.5288	\$44.3720			\$ 45.2594
LVN IV Certified	\$37.5918	\$38.4633	\$39.3590	\$40.2210	\$ 41.1933	\$41.9788	\$42.8150			\$ 43.6713
LVN IV Certified - Ambulatory	\$37.5918	\$38.4633	\$39.3590	\$40.2210	\$ 41.1933	\$41.9788	\$42.8150			\$ 43.6713
LVN IV Certified - Ambulatory (SAN)	\$41.7204	\$42.3770	\$43.0337	\$43.8247	\$ 44.4811	\$45.3345	\$46.2324			\$ 47.1570
LVN IV Certified (SAN)	\$41.7204	\$42.3770	\$43.0337	\$43.8247	\$ 44.4811	\$45.3345	\$46.2324			\$ 47.1570

## 2021 Wage Scales

Job Title - Rates Eff 04/18/2021	1	2	3	4	5	6	7	8	9	Longevity
Marriage/Fam Child Couns II		\$54,5531	\$57,3800	\$60,0974	\$ 62,8618					\$ 64,1190
Materials Management Technician I	\$26,4436	\$27,5270	\$28,8385	\$30,2355	\$ 31,6079	\$32,2402				\$ 32,8850
Materials Management Technician I (SAN)	\$30,2804									\$ 30,8860
Materials Management Technician II	\$30,5127	\$31,7631	\$33,2765	\$34,8885	\$ 36,4719	\$37,2013				\$ 37,9453
Materials Management Technician II (SAN)	\$34,9404									\$ 35,6392
Materials Management Technician III	\$32,8593	\$34,2059	\$35,8356	\$37,5715	\$ 39,2770	\$40,0624				\$ 40,8636
Materials Management Technician III (SAN)	\$37,6272									\$ 38,3797
Medical Assistant	\$28,3406	\$29,5505	\$30,7603	\$31,9846	\$ 33,5305					\$ 34,2011
Medical Assistant (SAN)	\$32,2983									\$ 32,9443
Medical Assistant-Ambulatory	\$28,3406	\$29,5505	\$30,7603	\$31,9846	\$ 33,5305					\$ 34,2011
Medical Assistant-Ambulatory (SAN)	\$32,2983									\$ 32,9443
Medical Clerk	\$27,5774	\$28,7920	\$29,9652	\$31,3753	\$ 32,6448					\$ 33,2977
Medical Clerk (SAN)	\$31,4633									\$ 32,0926
Medical Records Technician	\$29,2075	\$30,5702	\$31,7706	\$33,2816	\$ 34,6129	\$35,3052				\$ 36,0113
Medical Social Worker I		\$45,4039	\$47,5913	\$49,7072	\$ 52,0802					\$ 53,1218
Medical Social Worker I (SAN)	\$50,4468									\$ 51,4557
Medical Social Worker II		\$49,6955	\$52,0683	\$54,4837	\$ 57,0197					\$ 58,1601
Medical Social Worker II (SAN)	\$55,1923									\$ 56,2961
Medical Transcriptionist		\$30,6643	\$31,9462	\$33,3625	\$ 34,8233	\$35,5199				\$ 36,2303
Medical Translator II	\$28,5195	\$30,0033	\$31,7031	\$33,3491	\$ 35,0059	\$35,7060				\$ 36,4201
Medical Translator II (SAN)	\$33,2883									\$ 33,9541
MedTranslator/Interpreter III	\$29,3558	\$30,8937	\$32,6612	\$34,3474	\$ 36,0579	\$36,7790				\$ 37,5146
Mental Health Specialist I		\$26,9817	\$28,0743	\$29,2075	\$ 30,6000	\$31,2120				\$ 31,8362
Mental Health Specialist II		\$29,9764	\$31,2850	\$32,7556	\$ 34,2342	\$34,9188				\$ 35,6172
Mental Health Specialist II (SAN)	\$32,8493									\$ 33,5063
Mobile Health Specialist	\$32,9450	\$34,4323	\$35,8601	\$37,5410	\$ 39,2591	\$40,0443				\$ 40,8452
Morgue Attendant	\$26,4890	\$27,8395	\$29,0117	\$30,2266	\$ 31,6230	\$32,2556				\$ 32,9007
Morgue Attendant (SAN)	\$30,4624									\$ 31,0716
MRI Tech	\$51,3925	\$53,4023	\$55,4122	\$57,4080	\$ 59,7009	\$62,0930	\$64,5767	\$67,7970	\$71,1655	\$ 72,5888
MRI Tech (SAN)	\$58,1829									\$ 59,3466
Nuclear Medicine Technologist	\$56,5318	\$58,8102	\$61,1699	\$63,7200	\$ 66,3443					\$ 67,6712
Nuclear Medicine Technologist (SAN)	\$64,2283									\$ 65,5129
Nursing Assistant	\$25,8482	\$26,9817	\$28,0743	\$29,2075	\$ 30,6000	\$31,2120				\$ 31,8362
Nursing Assistant (SAN)	\$29,4778	\$30,1116	\$31,5202	\$32,9727	\$ 34,4030	\$35,0913				\$ 35,7931
Nutrition Assistant	\$31,6686	\$32,9951	\$34,4054	\$36,0250	\$ 37,5822					\$ 38,3338
Nutrition Assistant (SAN)	\$36,1262	\$36,8394	\$37,5533	\$39,3244	\$ 41,0230					\$ 41,8435
Nutritionist	\$42,3938	\$44,2161	\$46,4368	\$48,5866	\$ 50,9001					\$ 51,9181
Obstetric Technician	\$37,0730	\$38,7540	\$40,3492	\$42,1577	\$ 44,0665					\$ 44,9478
Obstetric Technician (SAN)	\$42,3667									\$ 43,2140
Occupational Therapist I	\$50,7955	\$53,1438	\$55,4922	\$58,2371	\$ 61,1215	\$62,3441	\$63,5908			\$ 64,8626
Occupational Therapist I (SAN)			\$61,3636	\$61,3636	\$ 67,5696					\$ 68,9210
Occupational Therapist II	\$53,3554	\$56,0175	\$58,6940	\$61,5553	\$ 64,0619	\$65,3430	\$66,6498			\$ 67,9828
Occupational Therapist II (SAN)	\$62,2155									\$ 63,4598

## 2021 Wage Scales

Job Title - Rates Eff 04/18/2021	1	2	3	4	5	6	7	8	9	Longevity
Occupational Therapist, Lead	\$55.8917	\$58.8803	\$61.4818	\$64.4813	\$ 67.1070	\$68.4492	\$69.8180			\$ 71.2144
Occupational Therapy Aide	\$27.4806	\$28.4789	\$29.8685	\$31.1637	\$ 32.6206	\$33.2731				\$ 33.9386
Occupational Therapy Assistant	\$33.0388	\$34.3611	\$35.7235	\$37.1671	\$ 38.6783	\$39.4517				\$ 40.2407
Operating Room Biller	\$40.2321	\$41.8736	\$43.5611	\$45.3864	\$ 46.8555					\$ 47.7926
Orthopedic Technician	\$27.0355	\$28.1011	\$29.2748	\$30.6643	\$ 32.1856	\$32.8293				\$ 33.4859
Orthopedic Technician (SAN)	\$30.7387									\$ 31.3535
Outside Medical Services Claims Specialist	\$27.3864	\$28.6138	\$29.8685	\$31.1502	\$ 32.5225	\$33.1728				\$ 33.8363
Outside Medical Services Claims Specialist (SAN)	\$31.3621									\$ 31.9893
Panel Management Coordinator	\$31.3423	\$32.7402	\$34.0836	\$35.7821	\$ 37.1925	\$37.9364				\$ 38.6951
Panel Management Coordinator (SAN)	\$35.7878									\$ 36.5036
Patient Account Representative	\$27.3864	\$28.6138	\$29.8685	\$31.1502	\$ 32.5225	\$33.1728				\$ 33.8363
Patient Authorization Coordinator	\$34.5569	\$35.6257	\$36.7275	\$37.8635	\$ 39.0345	\$40.2418				\$ 41.0466
Patient Authorization Coordinator (SAN)	\$37.5030									\$ 38.2531
Patient Care Access Coordinator	\$34.0928	\$35.4445	\$36.8402	\$38.3285	\$ 39.8297	\$40.6262				\$ 41.4387
Patient Financial Services Account Specialist	\$27.3864	\$28.6138	\$29.8685	\$31.1502	\$ 32.5225	\$33.1728				\$ 33.8363
Patient Financial Services Account Specialist (SAN)	\$31.3621									\$ 31.9893
Patient Financial Services Billing Specialist	\$27.3864	\$28.6138	\$29.8685	\$31.1502	\$ 32.5225	\$33.1728				\$ 33.8363
Patient Financial Services Billing Specialist (SAN)	\$31.3621									\$ 31.9893
Patient Financial Services Collection Refund Specialist	\$27.3864	\$28.6138	\$29.8685	\$31.1502	\$ 32.5225	\$33.1728				\$ 33.8363
Patient Financial Services Collection Refund Specialist (SAN)	\$31.3621									\$ 31.9893
Patient Financial Services Collection Specialist	\$27.3864	\$28.6138	\$29.8685	\$31.1502	\$ 32.5225	\$33.1728				\$ 33.8363
Patient Financial Services Collection Specialist (SAN)	\$31.3621									\$ 31.9893
Patient Financial Services Denial Specialist	\$27.3864	\$28.6138	\$29.8685	\$31.1502	\$ 32.5225	\$33.1728				\$ 33.8363
Patient Financial Services Denial Specialist (SAN)	\$31.3621									\$ 31.9893
Patient Navigator	\$34.0959	\$35.1867	\$36.9110	\$38.4980	\$ 40.1535					\$ 40.9566
Patient Services Representative	\$27.0489	\$28.2495	\$29.3422	\$30.7859	\$ 32.0172	\$32.6577	\$33.3108			\$ 33.9770
Patient Services Representative II	\$29.5662	\$30.4530	\$31.3668	\$32.3078	\$ 33.2769	\$34.4414	\$35.4750			\$ 36.1845
Patient Services Representative III	\$32.5179	\$33.4933	\$34.4981	\$35.5331	\$ 36.5991	\$37.8801	\$39.0165			\$ 39.7968
Patient Transporter	\$21.1921	\$21.7355	\$22.2928	\$22.8502	\$ 23.4214					\$ 23.8898
Patient Transporter (SAN)	\$23.4075									\$ 23.8757
Payroll Administrator	\$33.5717	\$34.9821	\$36.5082	\$38.1611	\$ 39.8382	\$40.6349				\$ 41.4476
Payroll Records Clerk	\$29.7066	\$31.0289	\$32.1751	\$33.7132	\$ 35.1042	\$35.8061				\$ 36.5222
Pharmacist	\$74.9409	\$78.3064	\$82.4212	\$86.2456	\$ 90.5705					\$ 92.3819
Pharmacist - Night 7/7	\$74.9409	\$78.3064	\$82.4212	\$86.2456	\$ 90.5705					\$ 92.3819
Pharmacist (SAN)	\$90.5704									\$ 92.3818
Pharmacist, Lead	\$79.4373	\$83.0048	\$87.3665	\$91.4204	\$ 96.0048					\$ 97.9249
Pharmacy Business Systems Pharmacist	\$75.3219	\$78.3083	\$81.3919	\$84.6802	\$ 87.9964					\$ 89.7563
Pharmacy Support Specialist	\$31.1329	\$33.6333	\$35.0261	\$36.7416	\$ 38.2873					\$ 39.0530
Pharmacy Systems Analyst/Pharmacist	\$77.5816	\$80.6575	\$83.8337	\$87.2208	\$ 90.6363					\$ 92.4490
Pharmacy Technician	\$30.9981	\$32.3520	\$33.6917	\$35.3420	\$ 36.8287	\$37.5655				\$ 38.3168
Pharmacy Technician (SAN)	\$36.8289									\$ 37.5655
Physical Therapist I	\$51.7817	\$54.1757	\$56.5698	\$59.3680	\$ 62.3085	\$63.5546	\$64.8256			\$ 66.1221
Physical Therapist I (SAN)			\$62.5552		\$ 68.8972					\$ 70.2751

## 2021 Wage Scales

Job Title - Rates Eff 04/18/2021	1	2	3	4	5	6	7	8	9	Longevity
Physical Therapist II	\$56,0232	\$58,8185	\$61,6287	\$64,6331	\$ 67,2650	\$68,6103	\$69,9825			\$ 71,3822
Physical Therapist II (SAN)	\$65,3263									\$ 66,6328
Physical Therapy Aide	\$27,4806	\$28,4789	\$29,8685	\$31,1637	\$ 32,6206	\$33,2731				\$ 33,9386
Physical Therapy Aide (SAN)	\$31,3619	\$31,9631	\$33,5199	\$34,9783	\$ 36,6193	\$37,3518				\$ 38,0988
Psychiatric Social Worker I		\$47,1776	\$49,1207	\$51,4171	\$ 54,0812					\$ 55,1628
Psychiatric Social Worker I (SAN)	\$52,0680									\$ 53,1094
Psychiatric Social Worker II		\$55,4606	\$58,3343	\$61,0971	\$ 63,9041					\$ 65,1822
Psychiatric Social Worker II (SAN)	\$63,2714									\$ 64,5368
Psychiatric Technician (SAN)	\$39,7414									\$ 40,5362
Psychiatric Technician		\$34,8104	\$36,3325	\$38,0498	\$ 39,7412					\$ 40,5360
Pulmonary Function Tech (SAN)	\$50,6701									\$ 51,6835
Pulmonary Function Technologist			\$48,2573	\$50,5389	\$ 52,9502	\$55,5930	\$58,3873			\$ 59,5550
Quality & Report Reconciliation Specialist	\$33,5244	\$34,9681	\$36,6471	\$38,1923	\$ 40,0706	\$40,8719				\$ 41,6893
Radiology Technologist I	\$44,7629									\$ 45,6582
Radiology Technologist I (SAN)	\$47,0011									\$ 47,9411
Radiology Technologist II	\$48,0829	\$50,5033	\$52,9086	\$55,3290	\$ 58,1106	\$59,5611	\$61,0445			\$ 62,2654
Radiology Technologist II (SAN)	\$55,5541									\$ 56,6652
Radiology Technologist III	\$50,1091	\$52,8229	\$55,5217	\$58,2356	\$ 60,9437	\$62,4658	\$64,0275			\$ 65,3081
Radiology Technologist III (SAN)	\$58,2978									\$ 59,4638
Radiology Technologist IV	\$55,1276	\$58,0992	\$61,0710	\$64,0275	\$ 66,9990	\$68,6669	\$70,3802			\$ 71,7878
Radiology Technologist IV (SAN)	\$64,1214									\$ 65,4038
Recreation Therapist I		\$40,7571	\$42,4225	\$44,4155	\$ 46,3373					\$ 47,2640
Regist Respiratory Therapist	\$49,3991	\$51,5647	\$53,9184	\$56,4448	\$ 59,0812	\$60,3053	\$61,4934			\$ 62,7233
Regist Respiratory Therapist (SAN)	\$58,8087									\$ 57,9449
Rehabilitation Counselor I	\$45,1654	\$47,1823	\$49,1254	\$51,4217	\$ 54,0865					\$ 55,1682
Rehabilitation Counselor I (SAN)	\$52,0730									\$ 53,1145
Rehabilitation Counselor II	\$49,1254	\$51,4217	\$54,0913	\$56,6481	\$ 59,2510					\$ 60,4360
Rehabilitation Counselor II (SAN)			\$57,3368	\$57,7377	\$ 60,3935					\$ 61,6014
Rehabilitation Counselor II Lead	\$51,5816	\$53,9928	\$56,7960	\$59,4806	\$ 62,2135					\$ 63,4578
Respiratory Care Pract II	\$43,3004	\$45,1918	\$47,2852	\$49,4800	\$ 51,7894	\$52,8584	\$53,9068			\$ 54,9849
Respiratory Care Pract II (SAN)	\$51,7900									\$ 52,8258
Restorative Nursing Assistant	\$25,8482	\$26,9817	\$28,0743	\$29,2075	\$ 30,6000	\$31,2120				\$ 31,8362
Sanitation Assistant		\$25,6894	\$26,9950	\$28,1011	\$ 29,1272	\$29,7095				\$ 30,3037
Sanitation Assistant (SAN)	\$28,3448									\$ 28,9117
Secretary I	\$27,8986	\$29,1804	\$30,5161	\$31,8245	\$ 33,2379	\$33,9029				\$ 34,5810
Secretary I (SAN)	\$32,0421									\$ 32,6829
Senior Food Service Worker	\$25,9426	\$27,0355	\$28,0335	\$29,2748	\$ 30,5296	\$31,1401				\$ 31,7629
Senior Hospital Maint Porter	\$25,9156	\$27,0355	\$28,3577	\$29,5715	\$ 30,8937	\$31,5115				\$ 32,1417
Senior Outside Medical Services Specialist	\$30,5005	\$31,8760	\$33,3351	\$34,7805	\$ 36,1573	\$36,8803				\$ 37,6179
Senior Patient Financial Services Specialist	\$30,5005	\$31,8760	\$33,3351	\$34,7805	\$ 36,1573	\$36,8803				\$ 37,6179
Senior Respiratory Care Pract	\$51,3797	\$53,6487	\$56,0889	\$58,7152	\$ 61,4816	\$62,6937	\$63,9572			\$ 65,2363
Senior Restorative Nursing Assistant	\$27,1406	\$28,3307	\$29,4780	\$30,6678	\$ 32,1300	\$32,7725				\$ 33,4280
Social Worker II	\$37,2547	\$38,9489	\$40,7710	\$42,5648	\$ 44,3414					\$ 45,2282

## 2021 Wage Scales

Job Title - Rates Eff 04/18/2021	1	2	3	4	5	6	7	8	9	Longevity
Social Worker II (SAN)	\$43.2175									\$ 44.0819
Social Worker III	\$38.2433	\$40.1871	\$42.1879	\$44.2886	\$ 46.5058					\$ 47.4359
Social Worker, Outpatient Palliative Care	\$55.5830	\$58.2106	\$60.9463	\$63.8809	\$ 66.8517					\$ 68.1887
Social Worker, Palliative Care	\$55.5830	\$58.2106	\$60.9463	\$63.8809	\$ 66.8517					\$ 68.1887
Sonographer I	\$54.1279	\$55.9894								\$ 57.1092
Sonographer I (SAN)	\$58.7888									\$ 59.9646
Sonographer II	\$56.5128	\$58.6279	\$60.8190	\$63.1092	\$ 65.4755	\$67.4429	\$69.7204			\$ 71.1148
Sonographer II (SAN)	\$63.8602									\$ 65.1374
Sonographer III	\$58.7757	\$60.9795	\$63.2425	\$65.6384	\$ 68.0934	\$70.1346	\$72.7554	\$76.1394	\$79.6889	\$ 81.2827
Sonographer III (SAN)	\$66.4046									\$ 67.7327
Specialist Clerk	\$26.6441	\$27.8177	\$28.9511	\$30.3135	\$ 31.5402	\$32.1709				\$ 32.8143
Specialist Clerk (SAN)	\$30.3988									\$ 31.0068
Specialist Clerk, Lead	\$27.9764	\$29.2088	\$30.3987	\$31.8293	\$ 33.1173	\$33.7796				\$ 34.4552
Speech Pathologist I	\$49.3160	\$51.5959	\$53.8759	\$56.5409	\$ 59.3391					\$ 60.5259
Speech Pathologist II	\$53.3554	\$56.0175	\$58.6940	\$61.5553	\$ 64.0619	\$65.3430	\$66.6498			\$ 67.9828
Speech Pathologist II (SAN)	\$62.2156									\$ 63.4599
Staffing Coordinator	\$30.3886	\$31.6175	\$32.8591	\$34.1902	\$ 35.5469	\$36.9680	\$38.4400	\$40.0017		\$ 40.8017
Staffing Coordinator (SAN)	\$36.1669									\$ 36.8902
Substance Abuse Counselor	\$29.8819	\$31.2310	\$32.5263	\$34.0507	\$ 35.6092	\$36.3213				\$ 37.0477
Substance Abuse Counselor (SAN)	\$34.1525									\$ 34.8356
Supply Clerk I	\$24.5531	\$25.5918	\$26.8734	\$27.9394	\$ 29.2391	\$29.8240				\$ 30.4205
Supply Clerk I (SAN)	\$28.2172									\$ 28.7815
Supply Clerk II	\$25.0251	\$26.0507	\$27.2917	\$28.6138	\$ 29.9126	\$30.5110				\$ 31.1212
Supply Clerk II (SAN)	\$28.6562									\$ 29.2293
Supply Coordinator, Perioperative Services	\$29.6466	\$30.8206	\$32.0351	\$33.3292	\$ 34.6357	\$35.3284				\$ 36.0350
Surgical Technician	\$37.0730	\$38.7540	\$40.3492	\$42.1577	\$ 44.0665					\$ 44.9478
Surgical Technician (SAN)	\$42.3667									\$ 43.2140
Switchboard Operator		\$26.8824	\$28.7292	\$30.0466	\$ 31.2003	\$31.8241				\$ 32.4606
Switchboard Operator (SAN)	\$30.1657									\$ 30.7690
System Care Management Project Coordinator	\$36.3656	\$38.2796	\$40.2943	\$42.3091	\$ 44.4241					\$ 45.3126
System Care Management Project Coordinator (SAN)	\$41.2482									\$ 42.0732
Telemetry Monitor Technician	\$27.8307	\$28.9523	\$30.1142	\$31.3695	\$ 32.6615					\$ 33.3147
Telemetry Monitor Technician (SAN)	\$31.6198									\$ 32.2522
Transportation Program Worker		\$25.1332	\$26.2798	\$27.3727	\$ 28.6640	\$29.2373				\$ 29.8220
Transportation Program Worker (SAN)	\$27.5940									\$ 28.1459
Transportation Program Worker Lead		\$26.3899	\$27.5939	\$28.7413	\$ 30.0972	\$30.6990				\$ 31.3130
Trauma Program Social Worker		\$49.6955	\$52.0683	\$54.4837	\$ 57.0197					\$ 58.1601
Underpayment Specialist	\$27.3864	\$28.6138	\$29.8685	\$31.1502	\$ 32.5225	\$33.1728				\$ 33.8363



## 2022 Wage Scales

Job Title - Rates Eff 04/17/2022	1	2	3	4	5	6	7	8	9	Longevity
Account Clerk I	\$25.1787	\$26.2901	\$27.4018	\$28.4857	\$ 29.8855	\$30.4830				\$ 31.0927
Account Clerk I (SAN)	\$28.7719									\$ 29.3473
Accountant I			\$40.4693	\$42.2582	\$ 44.2228					\$ 45.1073
Accountant II	\$38.8743	\$40.5574	\$42.4828	\$44.4992	\$ 46.4683					\$ 47.3977
Accounts Payable Clerk I	\$26.4293	\$27.5982	\$28.7913	\$29.9169	\$ 31.3619	\$31.9893				\$ 32.6291
Accounts Payable Clerk II	\$28.3328	\$29.4306	\$30.8757	\$32.1403	\$ 33.5269	\$34.1974				\$ 34.8813
Activity Therapist	\$42.8588	\$44.8725	\$46.8139	\$49.0286	\$ 51.4305					\$ 52.4591
Activity Therapist (SAN)	\$49.1547									\$ 50.1378
Acupuncturist	\$38.3723	\$40.2639	\$42.2435	\$44.3549	\$ 46.6171					\$ 47.5494
Administrative Assistant	\$33.0850	\$34.7246	\$36.2946	\$38.2958	\$ 40.1311	\$40.9337				\$ 41.7524
Ambulatory Patient Services Representative	\$27.8604	\$29.0970	\$30.2225	\$31.7095	\$ 32.9777	\$33.6374	\$34.3101			\$ 34.9983
Ambulatory Patient Services Representative (SAN)	\$31.7325									\$ 32.3672
Anesthesia Technician	\$36.3292	\$37.9832	\$39.5510	\$41.3345	\$ 43.1972					\$ 44.0611
Audiologist	\$54.9561	\$57.6980	\$60.4548	\$63.4020	\$ 65.9838	\$67.3033	\$68.6493			\$ 70.0223
Audiologist (SAN)	\$64.0821									\$ 65.3637
Behavioral Health Community Health Worker	\$33.8563	\$35.3848	\$36.8523	\$38.5795	\$ 40.3452	\$41.1520				\$ 41.9750
Billing Technician I	\$26.5961	\$27.8326	\$28.8609	\$30.1810	\$ 31.5288	\$32.1593				\$ 32.8025
Billing Technician I (SAN)	\$30.3038									\$ 30.9099
Billing Technician II	\$28.2080	\$29.4722	\$30.7646	\$32.0847	\$ 33.4982	\$34.1680				\$ 34.8514
Billing Technician II (SAN)	\$32.3030									\$ 32.9491
Billing Technician III	\$31.4155	\$32.8323	\$34.3352	\$35.8239	\$ 37.2420	\$37.9867				\$ 38.7464
Buyer I			\$30.9718	\$33.3192	\$ 34.8076	\$35.5037				\$ 36.2138
Buyer II	\$37.0452	\$39.7739	\$41.8065	\$43.6527	\$ 45.6369	\$46.5496				\$ 47.4806
Buyer II (SAN)	\$43.8967									\$ 44.7746
Cardiac Sonographer I	\$48.3145	\$50.7307	\$53.2670	\$55.9301	\$ 58.7265	\$61.6630	\$65.3668			\$ 66.6741
Cardiac Sonographer I (SAN)	\$55.9303									\$ 57.0489
Cardiac Sonographer II	\$55.7755	\$58.5638	\$61.4920	\$64.5668	\$ 67.7953	\$71.1849	\$75.4609			\$ 76.9701
Cardiac Sonographer II (SAN)	\$64.5667									\$ 65.8580
Cardiovascular Technician II	\$48.5397	\$51.0134	\$53.5403	\$56.2201	\$ 59.0124					\$ 60.1926
Cardiovascular Technician II Registered			\$48.1614	\$51.0516	\$ 54.1253	\$57.3680	\$60.8080	\$63.8957	\$65.1644	\$ 66.4677
Cardiovascular Tech (CVT)- Invasive Specialist			\$48.1614	\$51.0516	\$ 54.1253	\$57.3680	\$60.8080	\$63.8957	\$65.1644	\$ 66.4677
Cardiovascular Tech (CVT)- Invasive Specialist (SAN)	\$50.5695									\$ 51.5809
Care Management Community Health Worker	\$34.3493	\$35.9001	\$37.3889	\$39.1413	\$ 40.9328	\$41.7513				\$ 42.5863
Care Management Community Health Worker II	\$38.9479	\$40.7192	\$42.6241	\$44.4993	\$ 46.3567					\$ 47.2838
Care Management Social Worker I		\$51.1864	\$53.6303	\$56.1182	\$ 58.7303					\$ 59.9049
Care Management Social Worker I (SAN)	\$58.8481									\$ 57.9851
Care Management Social Worker II	\$50.2240	\$53.7456	\$56.3119	\$58.9242	\$ 61.6668					\$ 62.9001
Care Management Social Worker II (SAN)	\$59.6905									\$ 60.8843
Care Management Specialist	\$35.9189	\$37.7857	\$39.7429	\$41.8202	\$ 44.0332					\$ 44.9139
Cash Posting Specialist	\$28.2080	\$29.4722	\$30.7646	\$32.0847	\$ 33.4982	\$34.1680				\$ 34.8514
Cash Posting Specialist I	\$26.5961	\$27.8326	\$28.8609	\$30.1810	\$ 31.5288	\$32.1593				\$ 32.8025
Cash Posting Specialist II	\$28.2080	\$29.4722	\$30.7646	\$32.0847	\$ 33.4982	\$34.1680				\$ 34.8514
Cash Posting Specialist II (SAN)	\$32.3028									\$ 32.9489
Cash Posting Specialist III	\$31.4155	\$32.8324	\$34.3352	\$35.8239	\$ 37.2420	\$37.9867				\$ 38.7464

## 2022 Wage Scales

Job Title - Rates Eff 04/17/2022	1	2	3	4	5	6	7	8	9	Longevity
Catering Services Coordinator	\$26.7209	\$27.8466	\$28.8745	\$30.1530	\$ 31.4455	\$32.0743				\$ 32.7158
Central Sterile Processing Tech	\$29.7873	\$30.5311	\$31.2893	\$32.0776	\$ 32.8811					\$ 33.5387
Central Sterile Processing Tech (SAN)	\$32.8539									\$ 33.5110
Central Supply Technician I	\$25.7482	\$26.3596	\$27.0268	\$27.7213	\$ 28.4111	\$28.9794				\$ 29.5590
Central Supply Technician II	\$28.6678	\$29.3833	\$30.1133	\$30.8717	\$ 31.6452	\$32.2782				\$ 32.9238
Central Supply Technician II (SAN)	\$31.6189									\$ 32.2513
Central Supply Technician III	\$30.8716	\$31.6447	\$32.4459	\$33.2332	\$ 34.0862	\$34.7679				\$ 35.4633
Certified Diabetic Educator	\$44.1792	\$46.3049	\$48.7098	\$51.1876	\$ 58.9299					\$ 60.1085
Certified Diabetic Educator (SAN)	\$51.6325									\$ 52.6652
Certified Radiologic Tech - Invasive Specialist			\$57.0791	\$59.1370	\$ 61.4949	\$63.9531	\$66.5111	\$69.8268	\$73.2997	\$ 74.7657
Certified Radiologic Tech - Invasive Specialist (SAN)	\$59.9331									\$ 61.1318
Certified Radiologic Tech - Invasive Specialist, Lead			\$59.9330	\$62.0938	\$ 64.5698	\$67.1509	\$69.8368	\$73.3181	\$76.9647	\$ 78.5040
Clerk I		\$24.3726	\$25.3451	\$26.5819	\$ 27.7075	\$28.2618				\$ 28.8270
Clerk I (SAN)	\$26.6123									\$ 27.1445
Clerk II		\$27.7074	\$28.7356	\$30.0420	\$ 31.2002	\$31.8242				\$ 32.4607
Clerk II (SAN)	\$30.1725									\$ 30.7760
Clerk, Lead	\$27.8604	\$29.0970	\$30.2225	\$31.7095	\$ 32.9777	\$33.6374				\$ 34.3101
Clinical Dietitian, Lead	\$47.3717	\$49.5749	\$51.9613	\$54.3783	\$ 56.8737					\$ 58.0112
Clinical Lab Scientist I		\$52.3020	\$54.6860	\$57.0865	\$ 59.6528	\$62.6494	\$65.7787	\$67.4232		\$ 68.7717
Clinical Lab Scientist I (SAN)	\$71.4686									\$ 72.8980
Clinical Lab Scientist II	\$54.8133	\$57.1601	\$59.7156	\$62.4805	\$ 65.1969	\$68.4614	\$71.8881	\$73.6851		\$ 75.1588
Clinical Lab Scientist II (SAN)	\$78.1064									\$ 79.6685
Clinical Lab Scientist III	\$57.8670	\$60.6451	\$63.1576	\$66.3102	\$ 69.5407	\$73.0208	\$76.6651	\$78.5817		\$ 80.1533
Clinical Lab Scientist, Trainee					\$ 36.9484	\$38.7879	\$40.7548	\$41.7736		\$ 42.6091
Clinical Pharmacist Specialist	\$80.4021	\$84.4207	\$88.6402	\$93.1072	\$ 97.7312					\$ 99.6858
Clinical Pharmacist Specialist - Ambulatory	\$81.9631	\$86.0600	\$90.3612	\$94.9148	\$ 99.6289					\$101.6215
Clinical Pharmacist Specialist - Ambulatory (SAN)	\$95.7830									\$ 97.6987
Clinical Pharmacist Specialist - Infectious Disease	\$81.9631	\$86.0600	\$90.3612	\$94.9148	\$ 99.6289					\$101.6215
Clinical Pharmacist Specialist - Infectious Disease (SAN)	\$95.7830									\$ 97.6987
Clinical Pharmacist Specialist (SAN)	\$93.9588									\$ 95.8380
Clinical Pharmacist Specialist, Lead	\$85.2261	\$89.4859	\$93.9585	\$98.6935	\$103.5952					\$105.6671
Clinical Pharmacist, Transitional Care	\$79.8476	\$83.0133	\$86.2822	\$89.7682	\$ 93.2836					\$ 95.1493
Clinical Psychologist			\$65.2130	\$68.4442	\$ 71.5495					\$ 72.9805
Clinical Psychologist (SAN)	\$69.1258									\$ 70.5083
Clinical Research Associate	\$43.3727	\$45.5426	\$47.8299	\$50.2349	\$ 52.7321					\$ 53.7867
Clinical Research Associate (SAN)	\$50.6998									\$ 51.7138
Clinical Social Worker	\$50.2240	\$52.5981	\$55.0702	\$57.7215	\$ 60.4062					\$ 61.6143
Clinical Social Worker (SAN)	\$58.3742									\$ 59.5417
Community Outreach Worker	\$32.3175	\$33.7764	\$35.1771	\$36.8260	\$ 38.5113	\$39.2814				\$ 40.0670
Community Outreach Worker (SAN)	\$36.9359									\$ 37.6746
Computer Operator I	\$26.7071	\$27.8604	\$29.1527	\$30.4309	\$ 31.7206	\$32.3549				\$ 33.0020
Computer Operator II	\$29.8891	\$31.2786	\$32.5710	\$34.0438	\$ 35.4890	\$36.1987				\$ 36.9227
Cook		\$27.8049	\$29.0616	\$30.3752	\$ 31.5903	\$32.2222				\$ 32.8666
Cook (SAN)	\$30.5148									\$ 31.1251

## 2022 Wage Scales

Job Title - Rates Eff 04/17/2022	1	2	3	4	5	6	7	8	9	Longevity
Credentialing and Provider Enrollment Specialist	\$35.0442	\$36.8229	\$38.4489	\$40.8026	\$ 42.5300	\$43.3808				\$ 44.2484
Credentials Specialist	\$35.0442	\$36.8229	\$38.4489	\$40.8026	\$ 42.5300	\$43.3808				\$ 44.2484
Data Input Clerk	\$26.4153	\$27.7074	\$28.7356	\$30.0420	\$ 31.2002	\$31.8243				\$ 32.4608
Dental Assistant	\$30.6628	\$32.0146	\$33.2803	\$34.8765	\$ 36.3167					\$ 37.0430
Dental Assistant (RDAEF)	\$39.4583	\$41.3175	\$43.2644	\$45.2113	\$ 47.2459					\$ 48.1908
Dental Assistant (SAN)	\$34.9445									\$ 35.6434
Dental Community Outreach Worker	\$30.7784	\$32.1679	\$33.5021	\$35.0722	\$ 36.6775	\$37.4109				\$ 38.1591
Dental Hygienist	\$36.9192	\$38.7312	\$40.4427	\$42.5283	\$ 44.4554					\$ 45.3445
Dental-Billing and Collection Specialist	\$28.2080	\$29.4722	\$30.7646	\$32.0847	\$ 33.4982	\$34.1680				\$ 34.8514
Dental-Billing and Collection Specialist (SAN)	\$32.3030									\$ 32.9491
Diagnostic & Interventional Svcs Coordinator	\$31.5186	\$32.6734	\$33.8245	\$35.1113	\$ 36.3461	\$37.2926				\$ 38.0385
Diagnostic & Interventional Svcs Coordinator (SAN)	\$35.5157									\$ 36.2260
Diet Clerk	\$27.9159	\$29.0970	\$30.2642	\$31.6954	\$ 32.9322	\$33.5909				\$ 34.2627
Diet Clerk (SAN)	\$31.7773	\$32.4067	\$33.0360	\$34.5984	\$ 35.9482	\$36.6674				\$ 37.4007
Dietitian I			\$41.0119	\$42.9179	\$ 45.1173					\$ 46.0196
Dietitian I (SAN)			\$43.4724	\$45.4930	\$ 47.8243					\$ 48.7808
Dietitian II	\$45.1173	\$47.2142	\$49.4869	\$51.7889	\$ 54.1655					\$ 55.2488
Dietitian II (SAN)	\$52.4560									\$ 53.5051
Electrocardiograph Tech	\$31.6838	\$32.9781	\$34.5315	\$35.9985	\$ 37.6181					\$ 38.3705
Electrocardiograph Tech (SAN)	\$36.2583									\$ 36.9835
Electroencephalograph Tech II	\$34.9158	\$36.0268	\$37.9821	\$39.6412	\$ 41.2884					\$ 42.1142
Electroencephalograph Tech II (SAN)	\$39.8812									\$ 40.6788
Eligibility Clerk	\$27.8604	\$29.0970	\$30.2225	\$31.7095	\$ 32.9777	\$33.6374	\$34.3101			\$ 34.9963
Eligibility Clerk (SAN)	\$31.7336									\$ 32.3683
Eligibility Clerk, Lead		\$30.5563	\$31.7864	\$33.4692	\$ 34.8565	\$35.5538				\$ 36.2649
Eligibility Specialist I	\$29.4306	\$30.6674	\$31.9874	\$33.4326	\$ 34.8915	\$35.5893				\$ 36.3011
Eligibility Specialist I (SAN)	\$33.5870									\$ 34.2587
Eligibility Specialist II	\$30.8339	\$32.2236	\$33.5853	\$35.2667	\$ 36.7785	\$37.5141				\$ 38.2644
Eligibility Specialist II (SAN)	\$35.2647									\$ 35.9700
Eligibility Specialist III	\$34.5301	\$36.0171	\$37.7465	\$39.3381	\$ 41.2727	\$42.0981				\$ 42.9401
Eligibility Specialist III (SAN)	\$39.6340									\$ 40.4267
Emergency Department Technician	\$31.7805	\$33.0616	\$34.3880	\$35.8218	\$ 37.2970					\$ 38.0429
Emergency Department Technician (SAN)	\$36.1075									\$ 36.8297
Employee Health Licensed Vocational Nurse	\$37.3854	\$38.2829	\$39.2057	\$40.0936	\$ 41.0948	\$41.0040	\$42.7655			\$ 43.6208
Employee Health Licensed Vocational Nurse (SAN)	\$41.1660									\$ 41.9893
Employee Health Services Assistant	\$33.0850	\$34.7246	\$36.2946	\$38.2958	\$ 40.1311	\$40.9337				\$ 41.7524
Employee Health Services Assistant (SAN)	\$38.1095									\$ 38.8717
Environmental Services Dispatcher	\$26.0311	\$27.2576	\$28.5420	\$29.8264	\$ 31.1686					\$ 31.7920
Food Service Worker		\$26.4601	\$27.8049	\$28.9441	\$ 30.0010	\$30.6008				\$ 31.2128
Food Service Worker (SAN)	\$29.1951									\$ 29.7790
Gardener I	\$28.3469	\$29.4584	\$30.8758	\$32.2515	\$ 33.7106	\$34.3847				\$ 35.0724
Gardener I (SAN)	\$32.4197									\$ 33.0681
Gardener II	\$32.4458	\$34.0161	\$35.3360	\$37.1008	\$ 38.7583	\$39.5334				\$ 40.3241

## 2022 Wage Scales

Job Title - Rates Eff 04/17/2022	1	2	3	4	5	6	7	8	9	Longevity
Health Educator I		\$33.3969	\$34.7793	\$36.3546	\$ 37.9896					\$ 38.7494
Health Educator II			\$41.7202	\$43.7712	\$ 45.8221					\$ 46.7385
Health Educator III		\$47.6366	\$48.8268	\$50.0483	\$ 51.2989					\$ 52.3249
HIM Technician I	\$30.3649	\$31.4276	\$32.3703	\$33.4062	\$ 34.4752					\$ 35.1647
HIM Technician I (SAN)	\$33.9890									\$ 34.6688
HIM Technician II	\$32.3794	\$33.6843	\$34.6875	\$36.4965	\$ 37.6891					\$ 38.4429
HIM Technician II (SAN)	\$36.4217									\$ 37.1501
HIM Technician III	\$36.2981	\$37.7612	\$39.2766	\$40.9138	\$ 42.5987					\$ 43.4507
HIM Technician III (SAN)	\$41.2403									\$ 42.0651
Hospital Maintenance Porter	\$25.4426	\$26.5266	\$27.8049	\$29.0552	\$ 30.4055	\$31.0138				\$ 31.6341
Hospital Maintenance Porter (SAN)	\$29.1951									\$ 29.7790
Housekeeping Worker		\$25.8872	\$27.0682	\$28.1939	\$ 29.5239	\$30.1144				\$ 30.7167
Housekeeping Worker (SAN)	\$28.4218									\$ 28.9902
Imaging Aide	\$19.8302	\$20.3387	\$20.8602	\$21.3817	\$ 21.9161					\$ 22.3544
Inhalation Therapy Aide	\$27.5387	\$28.6726	\$29.8633	\$31.3088	\$ 32.8117	\$33.4680				\$ 34.1374
Inhalation Therapy Aide (SAN)	\$31.3566	\$32.6475	\$34.0030	\$35.6491	\$ 37.3604	\$38.1076				\$ 38.8698
Interpreter Svcs Dispatcher	\$29.3750	\$30.9034	\$32.6541	\$34.3495	\$ 36.0560	\$36.7771				\$ 37.5126
Laboratory Assistant I	\$26.4154	\$27.5132	\$28.7914	\$29.9032	\$ 31.1815	\$31.8052				\$ 32.4413
Laboratory Assistant I (SAN)	\$30.2310									\$ 30.8356
Laboratory Assistant II	\$28.1939	\$29.5140	\$30.8396	\$32.0385	\$ 33.3825	\$34.0500				\$ 34.7310
Laboratory Assistant II (SAN)	\$32.1714									\$ 32.8148
Laboratory Assistant III	\$31.0576	\$32.1596	\$33.6627	\$35.0939	\$ 36.7804	\$37.5162				\$ 38.2665
Lactation Consultant	\$47.4175	\$49.8680	\$51.8629	\$53.9373	\$ 56.0945					\$ 57.2164
Lactation Consultant (SAN)	\$54.4559									\$ 55.5450
Laundry Aide	\$23.7474	\$24.8449	\$26.0122	\$27.0268	\$ 28.1223	\$28.6846				\$ 29.2583
Laundry Service Worker	\$23.7474	\$24.8449	\$26.0122	\$27.0268	\$ 28.1223	\$28.6846				\$ 29.2583
Lead Cardiac Sonographer	\$58.5642	\$61.4920	\$64.5667	\$67.7952	\$ 71.1849	\$74.7442	\$79.2339			\$ 80.8186
Lead Switchboard Operator		\$29.0733	\$31.0707	\$32.4954	\$ 33.7431	\$34.4179				\$ 35.1063
Library Assistant I	\$31.4039	\$32.7932	\$34.4051	\$35.9196	\$ 37.3276	\$38.0741				\$ 38.8356
Licensed Clinical Social Worker, Ambulatory	\$50.2240	\$52.5981	\$55.0702	\$57.7215	\$ 60.4062					\$ 61.6143
Licensed Clinical Social Worker, Ambulatory (SAN)	\$58.3743									\$ 59.5418
Licensed Vocational Nurse	\$37.3854	\$38.2829	\$39.2057	\$40.0936	\$ 41.0948	\$41.9040	\$42.7655			\$ 43.6208
Licensed Vocational Nurse (SAN)	\$41.1660	\$41.8249	\$42.4836	\$43.2773	\$ 43.9361	\$44.8347	\$45.7032			\$ 46.6172
LVN - Ambulatory	\$37.3854	\$38.2829	\$39.2057	\$40.0936	\$ 41.0948	\$41.9040	\$42.7655			\$ 43.6208
LVN - Ambulatory (SAN)	\$41.1660	\$41.8249	\$42.4836	\$43.2773	\$ 43.9361	\$44.8347	\$45.7032			\$ 46.6172
LVN IV Certified	\$38.7196	\$39.6172	\$40.5398	\$41.4276	\$ 42.4291	\$43.2382	\$44.0995			\$ 44.9814
LVN IV Certified - Ambulatory	\$38.7196	\$39.6172	\$40.5398	\$41.4276	\$ 42.4291	\$43.2382	\$44.0995			\$ 44.9814
LVN IV Certified - Ambulatory (SAN)	\$42.9720	\$43.6483	\$44.3247	\$45.1394	\$ 45.8155	\$46.6945	\$47.6194			\$ 48.5718
LVN IV Certified (SAN)	\$42.9720	\$43.6483	\$44.3247	\$45.1394	\$ 45.8155	\$46.6945	\$47.6194			\$ 48.5718
Mammo/Quality Assurance Tech	\$55.6605	\$58.6639	\$61.6523	\$64.6555	\$ 67.6508					\$ 69.0038
Marriage/Fam Child Couns II		\$56.1897	\$59.1014	\$61.9003	\$ 64.7477					\$ 66.0427
Materials Management Technician I	\$27.2369	\$28.3528	\$29.7037	\$31.1426	\$ 32.5561	\$33.2074				\$ 33.8715
Materials Management Technician I (SAN)	\$31.1888									\$ 31.8126

## 2022 Wage Scales

Job Title - Rates Eff 04/17/2022	1	2	3	4	5	6	7	8	9	Longevity
Materials Management Technician II	\$31.4281	\$32.7160	\$34.2748	\$35.9352	\$ 37.5661	\$38.3173				\$ 39.0836
Materials Management Technician II (SAN)	\$35.9886									\$ 36.7084
Materials Management Technician III	\$33.8451	\$35.2321	\$36.9107	\$38.6986	\$ 40.4553	\$41.2643				\$ 42.0896
Materials Management Technician III (SAN)	\$38.7560									\$ 39.5311
Medical Assistant	\$29.1908	\$30.4370	\$31.6831	\$32.9441	\$ 34.5364					\$ 35.2271
Medical Assistant (SAN)	\$33.2672									\$ 33.9325
Medical Assistant-Ambulatory	\$29.1908	\$30.4370	\$31.6831	\$32.9441	\$ 34.5364					\$ 35.2271
Medical Assistant-Ambulatory (SAN)	\$33.2672									\$ 33.9325
Medical Clerk	\$28.4047	\$29.6558	\$30.8642	\$32.3166	\$ 33.6241					\$ 34.2966
Medical Clerk (SAN)	\$32.4072									\$ 33.0553
Medical Records Technician	\$30.0837	\$31.4873	\$32.7237	\$34.2800	\$ 35.6513	\$36.3644				\$ 37.0917
Medical Social Worker I		\$46.7660	\$49.0190	\$51.1984	\$ 53.6426					\$ 54.7155
Medical Social Worker I (SAN)	\$51.9602									\$ 52.9994
Medical Social Worker II		\$51.1864	\$53.6303	\$56.1182	\$ 58.7303					\$ 59.9049
Medical Social Worker II (SAN)	\$56.8481									\$ 57.9851
Medical Transcriptionist		\$31.5842	\$32.9046	\$34.3634	\$ 35.8680	\$36.5855				\$ 37.3172
Medical Translator II	\$29.3751	\$30.9034	\$32.6542	\$34.3496	\$ 36.0561	\$36.7772				\$ 37.5127
Medical Translator II (SAN)	\$34.2869									\$ 34.9726
MedTranslator/Interpreter III	\$30.2365	\$31.8205	\$33.6410	\$35.3778	\$ 37.1396	\$37.8824				\$ 38.6400
Mental Health Specialist I		\$27.7912	\$28.9165	\$30.0837	\$ 31.5180	\$32.1484				\$ 32.7914
Mental Health Specialist II		\$30.8757	\$32.2236	\$33.7383	\$ 35.2612	\$35.9664				\$ 36.6857
Mental Health Specialist II (SAN)	\$33.8348									\$ 34.5115
Mobile Health Specialist	\$33.9334	\$35.4653	\$36.9359	\$38.6672	\$ 40.4309	\$41.2456				\$ 42.0705
Morgue Attendant	\$27.2837	\$28.6747	\$29.8821	\$31.1355	\$ 32.5717	\$33.2233				\$ 33.8878
Morgue Attendant (SAN)	\$31.3763									\$ 32.0038
MRI Tech	\$52.9343	\$55.0044	\$57.0746	\$59.1302	\$ 61.4919	\$63.9558	\$66.5140	\$69.8309	\$73.3005	\$ 74.7665
MRI Tech (SAN)	\$59.9284									\$ 61.1270
Nuclear Medicine Technologist	\$58.2278	\$60.5745	\$63.0050	\$65.6316	\$ 68.3346					\$ 69.7013
Nuclear Medicine Technologist (SAN)	\$66.1551									\$ 67.4782
Nursing Assistant	\$26.6236	\$27.7912	\$28.9165	\$30.0837	\$ 31.5180	\$32.1484				\$ 32.7914
Nursing Assistant (SAN)	\$30.3621	\$31.0149	\$32.4658	\$33.9619	\$ 35.4351	\$36.1440				\$ 36.8669
Nutrition Assistant	\$32.6187	\$33.9850	\$35.4376	\$37.1058	\$ 38.7097					\$ 39.4839
Nutrition Assistant (SAN)	\$37.2100	\$37.9446	\$38.6799	\$40.5041	\$ 42.2537					\$ 43.0988
Nutritionist	\$43.6656	\$45.5426	\$47.8299	\$50.0442	\$ 52.4271					\$ 53.4756
Obstetric Technician	\$38.1852	\$39.9166	\$41.5597	\$43.4224	\$ 45.3885					\$ 46.2963
Obstetric Technician (SAN)	\$43.6377									\$ 44.5105
Occupational Therapist I	\$52.3194	\$54.7381	\$57.1570	\$59.9842	\$ 62.9551	\$64.2144	\$65.4985			\$ 66.8085
Occupational Therapist I (SAN)			\$63.2045	\$63.2045	\$ 69.5967					\$ 70.9886
Occupational Therapist II	\$54.9561	\$57.6980	\$60.4548	\$63.4020	\$ 65.9838	\$67.3033	\$68.6493			\$ 70.0223
Occupational Therapist II (SAN)	\$64.0820									\$ 65.3636
Occupational Therapist, Lead	\$57.5685	\$60.4407	\$63.3263	\$66.4157	\$ 69.1202	\$70.5027	\$71.9125			\$ 73.3508
Occupational Therapy Aide	\$28.3050	\$29.3333	\$30.7646	\$32.0986	\$ 33.5992	\$34.2713				\$ 34.9567
Occupational Therapy Assistant	\$34.0300	\$35.3919	\$36.7952	\$38.2821	\$ 39.8386	\$40.6353				\$ 41.4480
Operating Room Biller	\$41.4391	\$43.1298	\$44.8679	\$46.7480	\$ 48.2612					\$ 49.2264

## 2022 Wage Scales

Job Title - Rates Eff 04/17/2022	1	2	3	4	5	6	7	8	9	Longevity
Orthopedic Technician	\$27.8466	\$28.9441	\$30.1530	\$31.5842	\$ 33.1512	\$33.8142				\$ 34.4905
Orthopedic Technician (SAN)	\$31.6609									\$ 32.2941
Outside Medical Services Claims Specialist	\$28.2080	\$29.4722	\$30.7646	\$32.0847	\$ 33.4982	\$34.1680				\$ 34.8514
Outside Medical Services Claims Specialist (SAN)	\$32.3030									\$ 32.9491
Panel Management Coordinator	\$32.2826	\$33.7224	\$35.1061	\$36.8556	\$ 38.3083	\$39.0745				\$ 39.8560
Panel Management Coordinator (SAN)	\$36.8614									\$ 37.5986
Patient Account Representative	\$28.2080	\$29.4722	\$30.7646	\$32.0847	\$ 33.4982	\$34.1680				\$ 34.8514
Patient Authorization Coordinator	\$35.5936	\$36.6945	\$37.8293	\$38.9994	\$ 40.2055	\$41.4491				\$ 42.2781
Patient Authorization Coordinator (SAN)	\$38.6281									\$ 39.4007
Patient Care Access Coordinator	\$35.1156	\$36.5078	\$37.9454	\$39.4784	\$ 41.0246	\$41.8450				\$ 42.6819
Patient Financial Services Account Specialist	\$28.2080	\$29.4722	\$30.7646	\$32.0847	\$ 33.4982	\$34.1680				\$ 34.8514
Patient Financial Services Account Specialist (SAN)	\$32.3030									\$ 32.9491
Patient Financial Services Billing Specialist	\$28.2080	\$29.4722	\$30.7646	\$32.0847	\$ 33.4982	\$34.1680				\$ 34.8514
Patient Financial Services Billing Specialist (SAN)	\$32.3030									\$ 32.9491
Patient Financial Services Collection Refund Specialist	\$28.2080	\$29.4722	\$30.7646	\$32.0847	\$ 33.4982	\$34.1680				\$ 34.8514
Patient Financial Services Collection Refund Specialist (SAN)	\$32.3030									\$ 32.9491
Patient Financial Services Collection Specialist	\$28.2080	\$29.4722	\$30.7646	\$32.0847	\$ 33.4982	\$34.1680				\$ 34.8514
Patient Financial Services Collection Specialist (SAN)	\$32.3030									\$ 32.9491
Patient Financial Services Denial Specialist	\$28.2080	\$29.4722	\$30.7646	\$32.0847	\$ 33.4982	\$34.1680				\$ 34.8514
Patient Financial Services Denial Specialist (SAN)	\$32.3030									\$ 32.9491
Patient Navigator	\$35.1188	\$36.2423	\$38.0183	\$39.6529	\$ 41.3581					\$ 42.1853
Patient Services Representative	\$27.8604	\$29.0970	\$30.2225	\$31.7095	\$ 32.9777	\$33.6374	\$34.3101			\$ 34.9963
Patient Services Representative II	\$30.4532	\$31.3666	\$32.3078	\$33.2770	\$ 34.2752	\$35.4746	\$36.5393			\$ 37.2701
Patient Services Representative III	\$33.4934	\$34.4981	\$35.5330	\$36.5991	\$ 37.6971	\$39.0165	\$40.1870			\$ 40.9907
Patient Transporter	\$21.8279	\$22.3876	\$22.9616	\$23.5357	\$ 24.1240					\$ 24.6085
Patient Transporter (SAN)	\$24.1097									\$ 24.5919
Payroll Administrator	\$34.5789	\$36.0316	\$37.6034	\$39.3059	\$ 41.0333	\$41.8539				\$ 42.6910
Payroll Records Clerk	\$30.5978	\$31.9598	\$33.1404	\$34.7246	\$ 36.1573	\$36.8803				\$ 37.6179
Pharmacist	\$77.1891	\$80.6556	\$84.8938	\$88.8330	\$ 93.2876					\$ 95.1534
Pharmacist - Night 7/7	\$77.1891	\$80.6556	\$84.8938	\$88.8330	\$ 93.2876					\$ 95.1534
Pharmacist (SAN)	\$93.2875									\$ 95.1533
Pharmacist, Lead	\$81.8204	\$85.4949	\$89.9875	\$94.1630	\$ 98.8849					\$100.8626
Pharmacy Business Systems Pharmacist	\$77.5816	\$80.6575	\$83.8337	\$87.2206	\$ 90.6363					\$ 92.4490
Pharmacy Support Specialist	\$32.0669	\$34.6423	\$36.0769	\$37.8438	\$ 39.4359					\$ 40.2246
Pharmacy Systems Analyst/Pharmacist	\$79.9090	\$83.0772	\$86.3487	\$89.8372	\$ 93.3554					\$ 95.2225
Pharmacy Technician	\$31.9280	\$33.3226	\$34.7025	\$36.4023	\$ 37.9336	\$38.6925				\$ 39.4664
Pharmacy Technician (SAN)	\$37.9338									\$ 38.6925
Physical Therapist I	\$53.3352	\$55.8010	\$58.2669	\$61.1490	\$ 64.1778	\$65.4612	\$66.7704			\$ 68.1058
Physical Therapist I (SAN)			\$64.4319		\$ 70.9641					\$ 72.3834
Physical Therapist II	\$57.7039	\$60.5831	\$63.4776	\$66.5721	\$ 69.2830	\$70.6686	\$72.0820			\$ 73.5236
Physical Therapist II (SAN)	\$67.2861									\$ 68.6318
Physical Therapy Aide	\$28.3050	\$29.3333	\$30.7646	\$32.0986	\$ 33.5992	\$34.2713				\$ 34.9567
Physical Therapy Aide (SAN)	\$32.3028	\$32.9220	\$34.5255	\$36.0276	\$ 37.7179	\$38.4724				\$ 39.2418

## 2022 Wage Scales

Job Title - Rates Eff 04/17/2022	1	2	3	4	5	6	7	8	9	Longevity
Psychiatric Social Worker I		\$48.5929	\$50.5943	\$52.9598	\$ 55.7036					\$ 58.8177
Psychiatric Social Worker I (SAN)	\$53.6300									\$ 54.7026
Psychiatric Social Worker II		\$57.1244	\$60.0843	\$62.9300	\$ 65.8212					\$ 67.1376
Psychiatric Social Worker II (SAN)	\$65.1695									\$ 66.4729
Psychiatric Technician (SAN)	\$40.9336									\$ 41.7523
Psychiatric Technician		\$35.8547	\$37.4225	\$39.1913	\$ 40.9334					\$ 41.7521
Pulmonary Function Tech (SAN)	\$52.1902									\$ 53.2340
Pulmonary Function Technolog			\$49.7050	\$52.0551	\$ 54.5387	\$57.2608	\$60.1389			\$ 61.3417
Quality & Report Reconciliation Specialist	\$34.5301	\$36.0171	\$37.7465	\$39.3381	\$ 41.2727	\$42.0981				\$ 42.9401
Radiology Technologist I	\$46.1058									\$ 47.0279
Radiology Technologist I (SAN)	\$48.4111									\$ 49.3793
Radiology Technologist II	\$49.5254	\$52.0184	\$54.4959	\$56.9889	\$ 59.8539	\$61.3479	\$62.8758			\$ 64.1333
Radiology Technologist II (SAN)	\$57.2207									\$ 58.3651
Radiology Technologist III	\$51.6124	\$54.4076	\$57.1874	\$59.9827	\$ 62.7720	\$64.3398	\$65.9483			\$ 67.2673
Radiology Technologist III (SAN)	\$60.0467									\$ 61.2476
Radiology Technologist IV	\$56.7814	\$59.8422	\$62.9031	\$65.9483	\$ 69.0090	\$70.7269	\$72.4916			\$ 73.9414
Radiology Technologist IV (SAN)	\$66.0450									\$ 67.3659
Recreation Therapist I		\$41.9798	\$43.6952	\$45.7480	\$ 47.7274					\$ 48.6819
Regist Respiratory Therapist	\$50.8811	\$53.1116	\$55.5360	\$58.1381	\$ 60.8536	\$62.1145	\$63.3382			\$ 64.6050
Regist Respiratory Therapist (SAN)	\$58.5130									\$ 59.6833
Rehabilitation Counselor I	\$46.5204	\$48.5978	\$50.5992	\$52.9844	\$ 55.7091					\$ 56.8233
Rehabilitation Counselor I (SAN)	\$53.6352									\$ 54.7079
Rehabilitation Counselor II	\$50.5992	\$52.9644	\$55.7140	\$58.3475	\$ 61.0285					\$ 62.2491
Rehabilitation Counselor II (SAN)			\$59.0569	\$59.4698	\$ 62.2053					\$ 63.4494
Rehabilitation Counselor II Lead	\$53.1290	\$55.6126	\$58.4999	\$61.2650	\$ 64.0799					\$ 65.3615
Respiratory Care Pract II	\$44.5994	\$46.5476	\$48.7038	\$50.9644	\$ 53.3431	\$54.4442	\$55.5240			\$ 56.6345
Respiratory Care Pract II (SAN)	\$53.3437									\$ 54.4106
Restorative Nursing Assistant	\$26.6236	\$27.7912	\$28.9165	\$30.0837	\$ 31.5180	\$32.1484				\$ 32.7914
Sanitation Assistant		\$26.4601	\$27.8049	\$28.9441	\$ 30.0010	\$30.6008				\$ 31.2128
Sanitation Assistant (SAN)	\$29.1951									\$ 29.7790
Secretary I	\$28.7356	\$30.0558	\$31.4316	\$32.7792	\$ 34.2350	\$34.9200				\$ 35.6184
Secretary I (SAN)	\$33.0034									\$ 33.6635
Senior Food Service Worker	\$26.7209	\$27.8466	\$28.8745	\$30.1530	\$ 31.4455	\$32.0743				\$ 32.7158
Senior Hospital Maint Porter	\$26.6931	\$27.8466	\$29.2084	\$30.4586	\$ 31.8205	\$32.4568				\$ 33.1059
Senior Outside Medical Services Specialist	\$31.4155	\$32.8323	\$34.3352	\$35.8239	\$ 37.2420	\$37.9867				\$ 38.7464
Senior Patient Financial Services Specialist	\$31.4155	\$32.8323	\$34.3352	\$35.8239	\$ 37.2420	\$37.9867				\$ 38.7464
Senior Respiratory Care Pract	\$52.9211	\$55.2582	\$57.7716	\$60.4767	\$ 63.3260	\$64.5745	\$65.8759			\$ 67.1934
Senior Restorative Nursing Assistant	\$27.9548	\$29.1806	\$30.3623	\$31.5878	\$ 33.0939	\$33.7557				\$ 34.4308
Social Worker II	\$38.3723	\$40.1174	\$41.9941	\$43.8417	\$ 45.6716					\$ 46.5850
Social Worker II (SAN)	\$44.5140									\$ 45.4043
Social Worker III	\$39.3906	\$41.3927	\$43.4535	\$45.6173	\$ 47.9010					\$ 48.8590
Social Worker, Outpatient Palliative Care	\$57.2505	\$59.9569	\$62.7747	\$65.7973	\$ 68.8573					\$ 70.2344
Social Worker, Palliative Care	\$57.2505	\$59.9569	\$62.7747	\$65.7973	\$ 68.8573					\$ 70.2344

## 2022 Wage Scales

Job Title - Rates Eff 04/17/2022	1	2	3	4	5	6	7	8	9	Longevity
Sonographer I	\$55.7517	\$57.6691								\$ 58.8225
Sonographer I (SAN)	\$60.5525									\$ 61.7636
Sonographer II	\$58.2082	\$60.3867	\$62.6436	\$65.0025	\$ 67.4398	\$69.4662	\$71.8120			\$ 73.2482
Sonographer II (SAN)	\$65.7760									\$ 67.0915
Sonographer III	\$60.5390	\$62.8089	\$65.1398	\$67.6076	\$ 70.1362	\$72.2386	\$74.9381	\$78.4236	\$82.0796	\$ 83.7212
Sonographer III (SAN)	\$68.3967									\$ 69.7646
Specialist Clerk	\$27.4434	\$28.6522	\$29.8196	\$31.2229	\$ 32.4864	\$33.1360				\$ 33.7987
Specialist Clerk (SAN)	\$31.3108									\$ 31.9370
Specialist Clerk, Lead	\$28.8157	\$30.0849	\$31.3107	\$32.7842	\$ 34.1108	\$34.7930				\$ 35.4889
Speech Pathologist I	\$50.7955	\$53.1438	\$55.4922	\$58.2371	\$ 61.1193					\$ 62.3417
Speech Pathologist II	\$54.9561	\$57.6980	\$60.4548	\$63.4020	\$ 65.9838	\$67.3033	\$68.6493			\$ 70.0223
Speech Pathologist II (SAN)	\$64.0821									\$ 65.3637
Staffing Coordinator	\$31.3003	\$32.5660	\$33.8449	\$35.2159	\$ 36.6133	\$38.0770	\$39.5932	\$41.2018		\$ 42.0258
Staffing Coordinator (SAN)	\$37.2519									\$ 37.9909
Substance Abuse Counselor	\$30.7784	\$32.1679	\$33.5021	\$35.0722	\$ 36.6775	\$37.4109				\$ 38.1591
Substance Abuse Counselor (SAN)	\$35.1771									\$ 35.8806
Supply Clerk I	\$25.2897	\$26.3596	\$27.6796	\$28.7776	\$ 30.1163	\$30.7187				\$ 31.3331
Supply Clerk I (SAN)	\$29.0637									\$ 29.6450
Supply Clerk II	\$25.7759	\$26.8322	\$28.1105	\$29.4722	\$ 30.8100	\$31.4263				\$ 32.0548
Supply Clerk II (SAN)	\$29.5159									\$ 30.1062
Supply Coordinator, Perioperative Services	\$30.5360	\$31.7452	\$32.9962	\$34.3291	\$ 35.6748	\$36.3883				\$ 37.1161
Surgical Technician	\$38.1852	\$39.9166	\$41.5597	\$43.4224	\$ 45.3885					\$ 46.2963
Surgical Technician (SAN)	\$43.6377									\$ 44.5105
Switchboard Operator		\$27.6889	\$29.5911	\$30.9480	\$ 32.1363	\$32.7788				\$ 33.4344
Switchboard Operator (SAN)	\$31.0707									\$ 31.6921
System Care Management Project Coordinator	\$37.4566	\$39.4280	\$41.5031	\$43.5784	\$ 45.7568					\$ 46.6719
System Care Management Project Coordinator (SAN)	\$42.4856									\$ 43.3353
Telemetry Monitor Technician	\$28.6656	\$29.8209	\$31.0176	\$32.3106	\$ 33.6413					\$ 34.3141
Telemetry Monitor Technician (SAN)	\$32.5684									\$ 33.2198
Transportation Program Worker		\$25.8872	\$27.0682	\$28.1939	\$ 29.5239	\$30.1144				\$ 30.7167
Transportation Program Worker (SAN)	\$28.4218									\$ 28.9902
Transportation Program Worker Lead		\$27.1816	\$28.4217	\$29.6035	\$ 31.0001	\$31.6200				\$ 32.2524
Trauma Program Social Worker		\$51.1864	\$53.6303	\$56.1182	\$ 58.7303					\$ 59.9049
Underpayment Specialist	\$28.2080	\$29.4722	\$30.7646	\$32.0847	\$ 33.4982	\$34.1680				\$ 34.8514



## 2023 Wage Scales

Job Title - Rates Eff 04/16/2023	1	2	3	4	5	6	7	8	9	Longevity
Account Clerk I	\$25.9341	\$27.0788	\$28.2239	\$ 29.3403	\$ 30.7821	\$31.3975				\$ 32.0255
Account Clerk I (SAN)	\$29.6351									\$ 30.2278
Accountant I			\$41.6834	\$ 43.5259	\$ 45.5495					\$ 46.4605
Accountant II	\$40.0405	\$41.7741	\$43.7573	\$ 45.8342	\$ 47.8623					\$ 48.8195
Accounts Payable Clerk I	\$27.2222	\$28.4241	\$29.6550	\$ 30.8144	\$ 32.3028	\$32.9490				\$ 33.6080
Accounts Payable Clerk II	\$29.1828	\$30.3135	\$31.8020	\$ 33.1045	\$ 34.5327	\$35.2233				\$ 35.9278
Activity Therapist	\$44.1448	\$46.2187	\$48.2183	\$ 50.4995	\$ 52.9734					\$ 54.0329
Activity Therapist (SAN)	\$50.6293									\$ 51.6419
Acupuncturist	\$39.5235	\$41.4718	\$43.5108	\$ 45.6855	\$ 48.0156					\$ 48.9759
Administrative Assistant	\$34.0776	\$35.7663	\$37.3834	\$ 39.4447	\$ 41.3350	\$42.1617				\$ 43.0049
Ambulatory Patient Services Representative	\$28.6962	\$29.9699	\$31.1292	\$ 32.6608	\$ 33.9670	\$34.6465	\$35.3394			\$ 36.0462
Ambulatory Patient Services Representative (SAN)	\$32.6845									\$ 33.3382
Anesthesia Technician	\$37.4191	\$39.1227	\$40.7375	\$ 42.5745	\$ 44.4931					\$ 45.3830
Audiologist	\$56.6048	\$59.4289	\$62.2684	\$ 65.3041	\$ 67.9633	\$69.3224	\$70.7088			\$ 72.1230
Audiologist (SAN)	\$66.0048									\$ 67.3247
Behavioral Health Community Health Worker	\$34.8720	\$36.4463	\$37.9579	\$ 39.7369	\$ 41.5556	\$42.3866				\$ 43.2343
Billing Technician I	\$27.3940	\$28.6676	\$29.7267	\$ 31.0864	\$ 32.4747	\$33.1241				\$ 33.7866
Billing Technician I (SAN)	\$31.2129									\$ 31.8372
Billing Technician II	\$29.0542	\$30.3564	\$31.6875	\$ 33.0472	\$ 34.5031	\$35.1930				\$ 35.8969
Billing Technician II (SAN)	\$33.2721									\$ 33.9375
Billing Technician III	\$32.3580	\$33.8173	\$35.3653	\$ 36.8986	\$ 38.3593	\$39.1263				\$ 39.9088
Buyer I			\$31.9010	\$ 34.3188	\$ 35.8518	\$36.5688				\$ 37.3002
Buyer II	\$38.1566	\$40.9671	\$43.0807	\$ 44.9623	\$ 47.0060	\$47.9461				\$ 48.9050
Buyer II (SAN)	\$45.2136									\$ 46.1179
Cardiac Sonographer I	\$49.7639	\$52.2526	\$54.8650	\$ 57.6080	\$ 60.4883	\$63.5129	\$67.3278			\$ 68.6744
Cardiac Sonographer I (SAN)	\$57.6082									\$ 58.7604
Cardiac Sonographer II	\$57.4488	\$60.3207	\$63.3368	\$ 66.5038	\$ 69.8292	\$73.3204	\$77.7247			\$ 79.2792
Cardiac Sonographer II (SAN)	\$66.5037									\$ 67.8338
Cardiovascular Technician II	\$49.9959	\$52.5438	\$55.1465	\$ 57.9067	\$ 60.7828					\$ 61.9985
Cardiovascular Technician II Registered			\$49.6062	\$ 52.5831	\$ 55.7491	\$59.0890	\$62.6322	\$65.8126	\$67.1193	\$ 68.4617
Cardiovascular Tech (CVT)- Invasive Specialist			\$49.6062	\$ 52.5831	\$ 55.7491	\$59.0890	\$62.6322	\$65.8126	\$67.1193	\$ 68.4617
Cardiovascular Tech (CVT)- Invasive Specialist (SAN)	\$52.0866									\$ 53.1283
Care Management Community Health Worker	\$35.3798	\$36.9771	\$38.5106	\$ 40.3156	\$ 42.1608	\$43.0038				\$ 43.8639
Care Management Community Health Worker II	\$40.1163	\$41.9408	\$43.9028	\$ 45.8343	\$ 47.7474					\$ 48.7023
Care Management Social Worker I		\$52.7220	\$55.2392	\$ 57.8017	\$ 60.4922					\$ 61.7020
Care Management Social Worker I (SAN)	\$58.5535									\$ 59.7246
Care Management Social Worker II	\$51.7307	\$55.3580	\$58.0013	\$ 60.6919	\$ 63.5168					\$ 64.7871
Care Management Social Worker II (SAN)	\$61.4812									\$ 62.7108
Care Management Specialist	\$36.9965	\$38.9193	\$40.9352	\$ 43.0748	\$ 45.3542					\$ 46.2613
Cash Posting Specialist	\$29.0542	\$30.3564	\$31.6875	\$ 33.0472	\$ 34.5031	\$35.1930				\$ 35.8969
Cash Posting Specialist I	\$27.3940	\$28.6676	\$29.7267	\$ 31.0864	\$ 32.4747	\$33.1241				\$ 33.7866
Cash Posting Specialist II	\$29.0542	\$30.3564	\$31.6875	\$ 33.0472	\$ 34.5031	\$35.1930				\$ 35.8969
Cash Posting Specialist II (SAN)	\$33.2719									\$ 33.9373
Cash Posting Specialist III	\$32.3580	\$33.8174	\$35.3653	\$ 36.8986	\$ 38.3593	\$39.1263				\$ 39.9088

## 2023 Wage Scales

Job Title - Rates Eff 04/16/2023	1	2	3	4	5	6	7	8	9	Longevity
Catering Services Coordinator	\$27.5225	\$28.6820	\$29.7407	\$ 31.0576	\$ 32.3889	\$33.0365				\$ 33.6972
Central Sterile Processing Tech	\$30.6809	\$31.4470	\$32.2280	\$ 33.0399	\$ 33.8675					\$ 34.5449
Central Sterile Processing Tech (SAN)	\$33.8395									\$ 34.5163
Central Supply Technician I	\$26.5208	\$27.1504	\$27.8376	\$ 28.5529	\$ 29.2634	\$29.8488				\$ 30.4458
Central Supply Technician II	\$29.5278	\$30.2648	\$31.0167	\$ 31.7979	\$ 32.5946	\$33.2465				\$ 33.9114
Central Supply Technician II (SAN)	\$32.5675									\$ 33.2189
Central Supply Technician III	\$31.7977	\$32.5040	\$33.4193	\$ 34.2302	\$ 35.1088	\$35.8109				\$ 36.5271
Certified Diabetic Educator	\$45.5046	\$47.6940	\$50.1711	\$ 52.7232	\$ 60.6978					\$ 61.9118
Certified Diabetic Educator (SAN)	\$53.1815									\$ 54.2451
Certified Radiologic Tech - Invasive Specialist			\$58.7915	\$ 60.9111	\$ 63.3397	\$65.8717	\$68.5064	\$71.9216	\$75.4987	\$ 77.0087
Certified Radiologic Tech - Invasive Specialist (SAN)	\$61.7311									\$ 62.9657
Certified Radiologic Tech - Invasive Specialist, Lead			\$61.7310	\$ 63.9566	\$ 66.5069	\$69.1654	\$71.9319	\$75.5176	\$79.2736	\$ 80.8591
Clerk I		\$25.1038	\$26.1055	\$ 27.3794	\$ 28.5387	\$29.1097				\$ 29.6919
Clerk I (SAN)	\$27.4107									\$ 27.9589
Clerk II		\$28.5386	\$29.5977	\$ 30.9433	\$ 32.1362	\$32.7789				\$ 33.4345
Clerk II (SAN)	\$31.0777									\$ 31.6993
Clerk, Lead	\$28.6962	\$29.9699	\$31.1292	\$ 32.6608	\$ 33.9670	\$34.6465				\$ 35.3394
Clinical Dietitian, Lead	\$48.7929	\$51.0621	\$53.5201	\$ 56.0096	\$ 58.5799					\$ 59.7515
Clinical Lab Scientist I		\$53.8711	\$56.3266	\$ 58.7991	\$ 61.4424	\$64.5289	\$67.7521	\$69.4459		\$ 70.8348
Clinical Lab Scientist I (SAN)	\$73.6127									\$ 75.0850
Clinical Lab Scientist II	\$56.4577	\$58.8749	\$61.5071	\$ 64.3549	\$ 67.1528	\$70.5152	\$74.0447	\$75.8957		\$ 77.4136
Clinical Lab Scientist II (SAN)	\$80.4496									\$ 82.0586
Clinical Lab Scientist III	\$59.6030	\$62.4645	\$65.0523	\$ 68.2995	\$ 71.6269	\$75.2114	\$78.9651	\$80.9392		\$ 82.5580
Clinical Lab Scientist, Trainee					\$ 38.0569	\$39.9515	\$41.9774	\$43.0268		\$ 43.8873
Clinical Pharmacist Specialist	\$82.8142	\$86.9533	\$91.2994	\$ 95.9004	\$100.6631					\$102.6764
Clinical Pharmacist Specialist - Ambulatory	\$84.4220	\$88.6418	\$93.0720	\$ 97.7622	\$102.6178					\$104.6702
Clinical Pharmacist Specialist - Ambulatory (SAN)	\$98.6565									\$100.6296
Clinical Pharmacist Specialist - Infectious Disease	\$84.4220	\$88.6418	\$93.0720	\$ 97.7622	\$102.6178					\$104.6702
Clinical Pharmacist Specialist - Infectious Disease (SAN)	\$98.6565									\$100.6296
Clinical Pharmacist Specialist (SAN)	\$96.7776									\$ 98.7132
Clinical Pharmacist Specialist, Lead	\$87.7829	\$92.1705	\$96.7773	\$101.6543	\$106.7031					\$108.8372
Clinical Pharmacist, Transitional Care	\$82.2430	\$85.5037	\$88.8707	\$ 92.4612	\$ 96.0821					\$ 98.0037
Clinical Psychologist			\$67.1694	\$ 70.4975	\$ 73.6960					\$ 75.1699
Clinical Psychologist (SAN)	\$71.1996									\$ 72.6236
Clinical Research Associate	\$44.6739	\$46.9089	\$49.2648	\$ 51.7419	\$ 54.3141					\$ 55.4004
Clinical Research Associate (SAN)	\$52.2208									\$ 53.2652
Clinical Social Worker	\$51.7307	\$54.1760	\$56.7223	\$ 59.4531	\$ 62.2184					\$ 63.4628
Clinical Social Worker (SAN)	\$60.1254									\$ 61.3279
Community Outreach Worker	\$33.2870	\$34.7897	\$36.2324	\$ 37.9308	\$ 39.6666	\$40.4598				\$ 41.2690
Community Outreach Worker (SAN)	\$38.0440									\$ 38.8049
Computer Operator I	\$27.5083	\$28.6962	\$30.0273	\$ 31.3438	\$ 32.6722	\$33.3255				\$ 33.9920
Computer Operator II	\$30.7858	\$32.2170	\$33.5481	\$ 35.0651	\$ 36.5537	\$37.2847				\$ 38.0304
Cook		\$28.6390	\$29.9334	\$ 31.2865	\$ 32.5380	\$33.1889				\$ 33.8527
Cook (SAN)	\$31.4302									\$ 32.0588

## 2023 Wage Scales

Job Title - Rates Eff 04/16/2023	1	2	3	4	5	6	7	8	9	Longevity
Credentialing and Provider Enrollment Specialist	\$36.0955	\$37.9276	\$39.6024	\$ 41.8207	\$ 43.8059	\$44.6822				\$ 45.5758
Credentials Specialist	\$36.0955	\$37.9276	\$39.6024	\$ 41.8207	\$ 43.8059	\$44.6822				\$ 45.5758
Data Input Clerk	\$27.2078	\$28.5386	\$29.5977	\$ 30.9433	\$ 32.1362	\$32.7790				\$ 33.4346
Dental Assistant	\$31.5827	\$32.9750	\$34.2787	\$ 35.9228	\$ 37.4062					\$ 38.1543
Dental Assistant (RDAEF)	\$40.6420	\$42.5570	\$44.5623	\$ 46.5676	\$ 48.6633					\$ 49.6366
Dental Assistant (SAN)	\$35.9928									\$ 36.7127
Dental Community Outreach Worker	\$31.7018	\$33.1329	\$34.5072	\$ 36.1244	\$ 37.7778	\$38.5332				\$ 39.3039
Dental Hygienist	\$38.0268	\$39.8931	\$41.6560	\$ 43.8041	\$ 45.7891					\$ 46.7049
Dental-Billing and Collection Specialist	\$29.0542	\$30.3564	\$31.6875	\$ 33.0472	\$ 34.5031	\$35.1930				\$ 35.8969
Dental-Billing and Collection Specialist (SAN)	\$33.2721									\$ 33.9375
Diagnostic & Interventional Svcs Coordinator	\$32.4642	\$33.6536	\$34.8392	\$ 36.1646	\$ 37.4365	\$38.4114				\$ 39.1796
Diagnostic & Interventional Svcs Coordinator (SAN)	\$36.5812									\$ 37.3128
Diet Clerk	\$28.7534	\$29.9699	\$31.1721	\$ 32.6463	\$ 33.9202	\$34.5986				\$ 35.2906
Diet Clerk (SAN)	\$32.7308	\$33.3789	\$34.0271	\$ 35.6364	\$ 37.0266	\$37.7674				\$ 38.5227
Dietitian I			\$42.2423	\$ 44.2054	\$ 46.4708					\$ 47.4002
Dietitian I (SAN)			\$44.7766	\$ 46.8578	\$ 49.2590					\$ 50.2442
Dietitian II	\$46.4708	\$48.6306	\$50.9715	\$ 53.3426	\$ 55.7905					\$ 56.9063
Dietitian II (SAN)	\$54.0297									\$ 55.1103
Electrocardiograph Tech	\$32.6343	\$33.9674	\$35.5674	\$ 37.0785	\$ 38.7466					\$ 39.5215
Electrocardiograph Tech (SAN)	\$37.3460									\$ 38.0929
Electroencephalograph Tech II	\$35.9633	\$37.1076	\$39.1216	\$ 40.8304	\$ 42.5271					\$ 43.3776
Electroencephalograph Tech II (SAN)	\$41.0776									\$ 41.8992
Eligibility Clerk	\$28.6962	\$29.9699	\$31.1292	\$ 32.6608	\$ 33.9670	\$34.6465	\$35.3394			\$ 36.0462
Eligibility Clerk (SAN)	\$32.6856									\$ 33.3393
Eligibility Clerk, Lead		\$31.4730	\$32.7400	\$ 34.4733	\$ 35.9022	\$36.6204				\$ 37.3528
Eligibility Specialist I	\$30.3135	\$31.5874	\$32.9470	\$ 34.4356	\$ 35.9382	\$36.6570				\$ 37.3901
Eligibility Specialist I (SAN)	\$34.5946									\$ 35.2865
Eligibility Specialist II	\$31.7589	\$33.1903	\$34.5929	\$ 36.3247	\$ 37.8819	\$38.6395				\$ 39.4123
Eligibility Specialist II (SAN)	\$36.3226									\$ 37.0491
Eligibility Specialist III	\$35.5660	\$37.0976	\$38.8789	\$ 40.5182	\$ 42.5109	\$43.3610				\$ 44.2282
Eligibility Specialist III (SAN)	\$40.8230									\$ 41.6395
Emergency Department Technician	\$32.7339	\$34.0534	\$35.4196	\$ 36.8965	\$ 38.4159					\$ 39.1842
Emergency Department Technician (SAN)	\$37.1907									\$ 37.9345
Employee Health Licensed Vocational Nurse	\$38.5070	\$39.4314	\$40.3819	\$ 41.2964	\$ 42.3276	\$43.1611	\$44.0485			\$ 44.9295
Employee Health Licensed Vocational Nurse (SAN)	\$42.4010									\$ 43.2490
Employee Health Services Assistant	\$34.0776	\$35.7663	\$37.3834	\$ 39.4447	\$ 41.3350	\$42.1617				\$ 43.0049
Employee Health Services Assistant (SAN)	\$39.2528									\$ 40.0379
Environmental Services Dispatcher	\$26.8120	\$28.0753	\$29.3983	\$ 30.7212	\$ 32.1037					\$ 32.7458
Food Service Worker		\$27.2539	\$28.6390	\$ 29.8124	\$ 30.9010	\$31.5188				\$ 32.1492
Food Service Worker (SAN)	\$30.0710									\$ 30.6724
Gardener I	\$29.1973	\$30.3422	\$31.8021	\$ 33.2190	\$ 34.7219	\$35.4162				\$ 36.1245
Gardener I (SAN)	\$33.3923									\$ 34.0601
Gardener II	\$33.4192	\$35.0366	\$36.3961	\$ 38.2138	\$ 39.9210	\$40.7194				\$ 41.5338

## 2023 Wage Scales

Job Title - Rates Eff 04/16/2023	1	2	3	4	5	6	7	8	9	Longevity
Health Educator I		\$34.3988	\$35.8227	\$ 37.4452	\$ 39.1293					\$ 39.9119
Health Educator II			\$42.9718	\$ 45.0843	\$ 47.1968					\$ 48.1407
Health Educator III		\$49.0657	\$50.2916	\$ 51.5497	\$ 52.8379					\$ 53.8947
HIM Technician I	\$31.2758	\$32.3704	\$33.3414	\$ 34.4084	\$ 35.5095					\$ 36.2197
HIM Technician I (SAN)	\$35.0087									\$ 35.7089
HIM Technician II	\$33.3508	\$34.6948	\$35.7281	\$ 37.5914	\$ 38.8198					\$ 39.5962
HIM Technician II (SAN)	\$37.5144									\$ 38.2647
HIM Technician III	\$37.3870	\$38.8940	\$40.4549	\$ 42.1412	\$ 43.8767					\$ 44.7542
HIM Technician III (SAN)	\$42.4775									\$ 43.3271
Hospital Maintenance Porter	\$26.2059	\$27.3224	\$28.6390	\$ 29.9269	\$ 31.3177	\$31.9442				\$ 32.5831
Hospital Maintenance Porter (SAN)	\$30.0710									\$ 30.6724
Housekeeping Worker		\$26.6638	\$27.8802	\$ 29.0397	\$ 30.4096	\$31.0178				\$ 31.6382
Housekeeping Worker (SAN)	\$29.2745									\$ 29.8600
Imaging Aide	\$20.4251	\$20.9489	\$21.4860	\$ 22.0232	\$ 22.5736					\$ 23.0251
Inhalation Therapy Aide	\$28.3649	\$29.5328	\$30.7592	\$ 32.2481	\$ 33.7961	\$34.4720				\$ 35.1614
Inhalation Therapy Aide (SAN)	\$32.2973	\$33.6269	\$35.0231	\$ 36.7186	\$ 38.4812	\$39.2508				\$ 40.0358
Interpreter Svcs Dispatcher	\$30.2563	\$31.8305	\$33.6337	\$ 35.3780	\$ 37.1377	\$37.8804				\$ 38.6380
Laboratory Assistant I	\$27.2079	\$28.3386	\$29.6551	\$ 30.8003	\$ 32.1169	\$32.7594				\$ 33.4146
Laboratory Assistant I (SAN)	\$31.1379									\$ 31.7607
Laboratory Assistant II	\$29.0397	\$30.3994	\$31.5588	\$ 32.9997	\$ 34.3840	\$35.0715				\$ 35.7729
Laboratory Assistant II (SAN)	\$33.1365									\$ 33.7992
Laboratory Assistant III	\$31.9893	\$33.1244	\$34.6726	\$ 36.1467	\$ 37.8838	\$38.6417				\$ 39.4145
Lactation Consultant	\$48.8400	\$51.3640	\$53.4188	\$ 55.5554	\$ 57.7773					\$ 58.9328
Lactation Consultant (SAN)	\$56.0896									\$ 57.2114
Laundry Aide	\$24.4598	\$25.5902	\$26.7926	\$ 27.8376	\$ 28.9660	\$29.5451				\$ 30.1360
Laundry Service Worker	\$24.4598	\$25.5902	\$26.7926	\$ 27.8376	\$ 28.9660	\$29.5451				\$ 30.1360
Lead Cardiac Sonographer	\$60.3211	\$63.3368	\$66.5037	\$ 69.8291	\$ 73.3204	\$76.9865	\$81.6109			\$ 83.2431
Lead Switchboard Operator		\$29.9455	\$32.0028	\$ 33.4703	\$ 34.7554	\$35.4504				\$ 36.1594
Library Assistant I	\$32.3460	\$33.7770	\$35.4373	\$ 36.9972	\$ 38.4474	\$39.2163				\$ 40.0006
Licensed Clinical Social Worker, Ambulatory	\$51.7307	\$54.1760	\$56.7223	\$ 59.4531	\$ 62.2184					\$ 63.4628
Licensed Clinical Social Worker, Ambulatory (SAN)	\$60.1255									\$ 61.3280
Licensed Vocational Nurse	\$38.5070	\$39.4314	\$40.3819	\$ 41.2964	\$ 42.3276	\$43.1611	\$44.0485			\$ 44.9294
Licensed Vocational Nurse (SAN)	\$42.4010	\$43.0796	\$43.7581	\$ 44.5756	\$ 45.2542	\$46.1797	\$47.0743			\$ 48.0158
LVN - Ambulatory	\$38.5070	\$39.4314	\$40.3819	\$ 41.2964	\$ 42.3276	\$43.1611	\$44.0485			\$ 44.9294
LVN - Ambulatory (SAN)	\$42.4010	\$43.0796	\$43.7581	\$ 44.5756	\$ 45.2542	\$46.1797	\$47.0743			\$ 48.0158
LVN IV Certified	\$39.8812	\$40.8057	\$41.7560	\$ 42.6704	\$ 43.7020	\$44.5353	\$45.4225			\$ 46.3309
LVN IV Certified - Ambulatory	\$39.8812	\$40.8057	\$41.7560	\$ 42.6704	\$ 43.7020	\$44.5353	\$45.4225			\$ 46.3309
LVN IV Certified - Ambulatory (SAN)	\$44.2612	\$44.9577	\$45.6544	\$ 46.4936	\$ 47.1900	\$48.0953	\$49.0480			\$ 50.0289
LVN IV Certified (SAN)	\$44.2612	\$44.9577	\$45.6544	\$ 46.4936	\$ 47.1900	\$48.0953	\$49.0480			\$ 50.0289
Mammo/Quality Assurance Tech	\$57.3303	\$60.4238	\$63.5019	\$ 66.5952	\$ 69.6803					\$ 71.0739
Marriage/Fam Child Couns II		\$57.8754	\$60.8744	\$ 63.7573	\$ 66.6901					\$ 68.0239
Materials Management Technician I	\$28.0540	\$29.2034	\$30.5948	\$ 32.0769	\$ 33.5328	\$34.2036				\$ 34.8877
Materials Management Technician I (SAN)	\$32.1245									\$ 32.7670

## 2023 Wage Scales

Job Title - Rates Eff 04/16/2023	1	2	3	4	5	6	7	8	9	Longevity
Materials Management Technician II	\$32.3709	\$33.6975	\$35.3030	\$ 37.0133	\$ 38.6931	\$39.4668				\$ 40.2561
Materials Management Technician II (SAN)	\$37.0683									\$ 37.8097
Materials Management Technician III	\$34.8605	\$36.2891	\$38.0180	\$ 39.8596	\$ 41.6690	\$42.5022				\$ 43.3522
Materials Management Technician III (SAN)	\$39.9187									\$ 40.7171
Medical Assistant	\$30.0665	\$31.3501	\$32.6336	\$ 33.9324	\$ 35.5725					\$ 36.2840
Medical Assistant (SAN)	\$34.2652									\$ 34.9505
Medical Assistant-Ambulatory	\$30.0665	\$31.3501	\$32.6336	\$ 33.9324	\$ 35.5725					\$ 36.2840
Medical Assistant-Ambulatory (SAN)	\$34.2652									\$ 34.9505
Medical Clerk	\$29.2568	\$30.5455	\$31.7901	\$ 33.2861	\$ 34.6328					\$ 35.3255
Medical Clerk (SAN)	\$33.3794									\$ 34.0470
Medical Records Technician	\$30.9862	\$32.4319	\$33.7054	\$ 35.3084	\$ 36.7208	\$37.4553				\$ 38.2044
Medical Social Worker I		\$48.1690	\$50.4896	\$ 52.7344	\$ 55.2519					\$ 56.3569
Medical Social Worker I (SAN)	\$53.5190									\$ 54.5894
Medical Social Worker II		\$52.7220	\$55.2392	\$ 57.8017	\$ 60.4922					\$ 61.7020
Medical Social Worker II (SAN)	\$58.5535									\$ 59.7246
Medical Transcriptionist		\$32.5317	\$33.8917	\$ 35.3943	\$ 36.9440	\$37.6831				\$ 38.4368
Medical Translator II	\$30.2564	\$31.8305	\$33.6338	\$ 35.3801	\$ 37.1378	\$37.8805				\$ 38.6381
Medical Translator II (SAN)	\$35.3155									\$ 36.0218
MedTranslator/Interpreter III	\$31.1436	\$32.7751	\$34.6502	\$ 36.4391	\$ 38.2538	\$39.0189				\$ 39.7993
Mental Health Specialist I		\$28.6249	\$29.7840	\$ 30.9862	\$ 32.4635	\$33.1129				\$ 33.7752
Mental Health Specialist II		\$31.8020	\$33.1903	\$ 34.7504	\$ 36.3190	\$37.0454				\$ 37.7863
Mental Health Specialist II (SAN)	\$34.8498									\$ 35.5468
Mobile Health Specialist	\$34.9514	\$36.5293	\$38.0440	\$ 39.8272	\$ 41.6500	\$42.4830				\$ 43.3327
Morgue Attendant	\$28.1022	\$29.5349	\$30.7786	\$ 32.0696	\$ 33.5489	\$34.2200				\$ 34.9044
Morgue Attendant (SAN)	\$32.3176									\$ 32.9640
MRI Tech	\$54.5223	\$56.6545	\$58.7868	\$ 60.9041	\$ 63.3367	\$65.8745	\$68.5094	\$71.9258	\$75.4995	\$ 77.0095
MRI Tech (SAN)	\$61.7263									\$ 62.9608
Nuclear Medicine Technologist	\$59.9746	\$62.3917	\$64.8952	\$ 67.6005	\$ 70.3846					\$ 71.7923
Nuclear Medicine Technologist (SAN)	\$68.1398									\$ 69.5026
Nursing Assistant	\$27.4223	\$28.6249	\$29.7840	\$ 30.9862	\$ 32.4635	\$33.1129				\$ 33.7752
Nursing Assistant (SAN)	\$31.2730	\$31.9453	\$33.4398	\$ 34.9808	\$ 36.4982	\$37.2283				\$ 37.9729
Nutrition Assistant	\$33.5973	\$35.0046	\$36.5007	\$ 38.2190	\$ 39.8710					\$ 40.6684
Nutrition Assistant (SAN)	\$38.3263	\$39.0829	\$39.8403	\$ 41.7192	\$ 43.5213					\$ 44.3917
Nutritionist	\$44.9756	\$46.9089	\$49.2648	\$ 51.5455	\$ 53.9999					\$ 55.0799
Obstetric Technician	\$39.3308	\$41.1141	\$42.8065	\$ 44.7251	\$ 46.7502					\$ 47.6852
Obstetric Technician (SAN)	\$44.9468									\$ 45.8457
Occupational Therapist I	\$53.8890	\$56.3802	\$58.8717	\$ 61.7837	\$ 64.8438	\$66.1408	\$67.4635			\$ 68.8128
Occupational Therapist I (SAN)			\$65.1006	\$ 65.1006	\$ 71.6846					\$ 73.1183
Occupational Therapist II	\$56.6048	\$59.4289	\$62.2684	\$ 65.3041	\$ 67.9633	\$69.3224	\$70.7088			\$ 72.1230
Occupational Therapist II (SAN)	\$66.0045									\$ 67.3246
Occupational Therapist, Lead	\$59.2956	\$62.2539	\$65.2261	\$ 68.4082	\$ 71.1938	\$72.6178	\$74.0699			\$ 75.5513
Occupational Therapy Aide	\$29.1542	\$30.2133	\$31.6875	\$ 33.0616	\$ 34.6072	\$35.2994				\$ 36.0054
Occupational Therapy Assistant	\$35.0509	\$36.4537	\$37.8991	\$ 39.4306	\$ 41.0338	\$41.8544				\$ 42.6915
Operating Room Biller	\$42.6823	\$44.4237	\$46.2139	\$ 48.1504	\$ 49.7090					\$ 50.7032

## 2023 Wage Scales

Job Title - Rates Eff 04/16/2023	1	2	3	4	5	6	7	8	9	Longevity
Orthopedic Technician	\$28.6820	\$29.8124	\$31.0576	\$ 32.5317	\$ 34.1457	\$34.8266				\$ 35.5252
Orthopedic Technician (SAN)	\$32.6107									\$ 33.2629
Outside Medical Services Claims Specialist	\$29.0542	\$30.3564	\$31.6875	\$ 33.0472	\$ 34.5031	\$35.1930				\$ 35.8969
Outside Medical Services Claims Specialist (SAN)	\$33.2721									\$ 33.9375
Panel Management Coordinator	\$33.2511	\$34.7341	\$36.1593	\$ 37.9613	\$ 39.4575	\$40.2467				\$ 41.0516
Panel Management Coordinator (SAN)	\$37.9672									\$ 38.7265
Patient Account Representative	\$29.0542	\$30.3564	\$31.6875	\$ 33.0472	\$ 34.5031	\$35.1930				\$ 35.8969
Patient Authorization Coordinator	\$36.6614	\$37.7953	\$38.9642	\$ 40.1694	\$ 41.4117	\$42.6926				\$ 43.5465
Patient Authorization Coordinator (SAN)	\$39.7869									\$ 40.5826
Patient Care Access Coordinator	\$36.1691	\$37.6030	\$39.0838	\$ 40.6628	\$ 42.2553	\$43.1004				\$ 43.9624
Patient Financial Services Account Specialist	\$29.0542	\$30.3564	\$31.6875	\$ 33.0472	\$ 34.5031	\$35.1930				\$ 35.8969
Patient Financial Services Account Specialist (SAN)	\$33.2721									\$ 33.9375
Patient Financial Services Billing Specialist	\$29.0542	\$30.3564	\$31.6875	\$ 33.0472	\$ 34.5031	\$35.1930				\$ 35.8969
Patient Financial Services Billing Specialist (SAN)	\$33.2721									\$ 33.9375
Patient Financial Services Collection Refund Specialist	\$29.0542	\$30.3564	\$31.6875	\$ 33.0472	\$ 34.5031	\$35.1930				\$ 35.8969
Patient Financial Services Collection Refund Specialist (SAN)	\$33.2721									\$ 33.9375
Patient Financial Services Collection Specialist	\$29.0542	\$30.3564	\$31.6875	\$ 33.0472	\$ 34.5031	\$35.1930				\$ 35.8969
Patient Financial Services Collection Specialist (SAN)	\$33.2721									\$ 33.9375
Patient Financial Services Denial Specialist	\$29.0542	\$30.3564	\$31.6875	\$ 33.0472	\$ 34.5031	\$35.1930				\$ 35.8969
Patient Financial Services Denial Specialist (SAN)	\$33.2721									\$ 33.9375
Patient Navigator	\$36.1724	\$37.3296	\$39.1588	\$ 40.8425	\$ 42.5988					\$ 43.4508
Patient Services Representative	\$28.6962	\$29.9699	\$31.1292	\$ 32.6608	\$ 33.9670	\$34.6465	\$35.3394			\$ 36.0462
Patient Services Representative II	\$31.3668	\$32.3076	\$33.2770	\$ 34.2753	\$ 35.3035	\$36.5388	\$37.6355			\$ 38.3882
Patient Services Representative III	\$34.4982	\$35.5330	\$36.5990	\$ 37.6971	\$ 38.8280	\$40.1870	\$41.3926			\$ 42.2205
Patient Transporter	\$22.4827	\$23.0592	\$23.6504	\$ 24.2418	\$ 24.8477					\$ 25.3447
Patient Transporter (SAN)	\$24.8330									\$ 25.3297
Payroll Administrator	\$35.6163	\$37.1125	\$38.7315	\$ 40.4851	\$ 42.2643	\$43.1095				\$ 43.9717
Payroll Records Clerk	\$31.5157	\$32.9186	\$34.1346	\$ 35.7663	\$ 37.2420	\$37.9867				\$ 38.7464
Pharmacist	\$79.5048	\$83.0753	\$87.4406	\$ 91.4980	\$ 96.0862					\$ 98.0079
Pharmacist - Night 7/7	\$79.5048	\$83.0753	\$87.4406	\$ 91.4980	\$ 96.0862					\$ 98.0079
Pharmacist (SAN)	\$96.0861									\$ 98.0078
Pharmacist, Lead	\$84.2750	\$88.0597	\$92.6871	\$ 96.9879	\$101.8514					\$103.8884
Pharmacy Business Systems Pharmacist	\$79.9090	\$83.0772	\$86.3487	\$ 89.8372	\$ 93.3554					\$ 95.2225
Pharmacy Support Specialist	\$33.0289	\$35.6816	\$37.1592	\$ 38.9791	\$ 40.6190					\$ 41.4314
Pharmacy Systems Analyst/Pharmacist	\$82.3063	\$85.5695	\$88.9392	\$ 92.5323	\$ 96.1561					\$ 98.0792
Pharmacy Technician	\$32.8858	\$34.3223	\$35.7436	\$ 37.4944	\$ 39.0716	\$39.8533				\$ 40.6504
Pharmacy Technician (SAN)	\$39.0718									\$ 39.8532
Physical Therapist I	\$54.9353	\$57.4750	\$60.0149	\$ 62.9835	\$ 66.1031	\$67.4250	\$68.7735			\$ 70.1490
Physical Therapist I (SAN)			\$66.3649		\$ 73.0930					\$ 74.5549
Physical Therapist II	\$59.4350	\$62.4006	\$65.3819	\$ 68.5693	\$ 71.3615	\$72.7887	\$74.2445			\$ 75.7294
Physical Therapist II (SAN)	\$69.3047									\$ 70.6908
Physical Therapy Aide	\$29.1542	\$30.2133	\$31.6875	\$ 33.0816	\$ 34.6072	\$35.2994				\$ 36.0054
Physical Therapy Aide (SAN)	\$33.2719	\$33.9097	\$35.5613	\$ 37.1084	\$ 38.8494	\$39.6266				\$ 40.4191

## 2023 Wage Scales

Job Title - Rates Eff 04/16/2023	1	2	3	4	5	6	7	8	9	Longevity
Psychiatric Social Worker I		\$50.0507	\$52.1121	\$ 54.5484	\$ 57.3747					\$ 58.5222
Psychiatric Social Worker I (SAN)	\$55.2389									\$ 56.3437
Psychiatric Social Worker II		\$58.8381	\$61.8868	\$ 64.8179	\$ 67.7958					\$ 69.1517
Psychiatric Social Worker II (SAN)	\$67.1246									\$ 68.4671
Psychiatric Technician (SAN)	\$42.1616									\$ 43.0048
Psychiatric Technician		\$36.9303	\$38.5452	\$ 40.3670	\$ 42.1614					\$ 43.0046
Pulmonary Function Tech (SAN)	\$53.7559									\$ 54.8310
Pulmonary Function Technologist			\$51.1962	\$ 53.6168	\$ 56.1749	\$58.9786	\$61.9431			\$ 63.1820
Quality & Report Reconciliation Specialist	\$35.5660	\$37.0976	\$38.8789	\$ 40.5182	\$ 42.5109	\$43.3610				\$ 44.2282
Radiology Technologist I	\$47.4890									\$ 48.4388
Radiology Technologist I (SAN)	\$49.8634									\$ 50.8607
Radiology Technologist II	\$51.0112	\$53.5790	\$56.1308	\$ 58.6986	\$ 61.6495	\$63.1883	\$64.7621			\$ 66.0573
Radiology Technologist II (SAN)	\$58.9373									\$ 60.1160
Radiology Technologist III	\$53.1608	\$56.0398	\$58.9030	\$ 61.7822	\$ 64.6552	\$66.2700	\$67.9267			\$ 69.2852
Radiology Technologist III (SAN)	\$61.8481									\$ 63.0851
Radiology Technologist IV	\$58.4848	\$61.6375	\$64.7902	\$ 67.9267	\$ 71.0793	\$72.8487	\$74.6663			\$ 76.1596
Radiology Technologist IV (SAN)	\$68.0264									\$ 69.3869
Recreation Therapist I		\$43.2392	\$45.0061	\$ 47.1204	\$ 49.1592					\$ 50.1424
Regist Respiratory Therapist	\$52.4075	\$54.7049	\$57.2021	\$ 59.8822	\$ 62.6792	\$63.9779	\$65.2383			\$ 66.5431
Regist Respiratory Therapist (SAN)	\$60.2684									\$ 61.4738
Rehabilitation Counselor I	\$47.9160	\$50.0557	\$52.1172	\$ 54.5533	\$ 57.3804					\$ 58.5280
Rehabilitation Counselor I (SAN)	\$55.2443									\$ 56.3492
Rehabilitation Counselor II	\$52.1172	\$54.5533	\$57.3854	\$ 60.0979	\$ 62.8594					\$ 64.1166
Rehabilitation Counselor II (SAN)			\$60.8286	\$ 61.2539	\$ 64.0715					\$ 65.3529
Rehabilitation Counselor II Lead	\$54.7229	\$57.2810	\$60.2549	\$ 63.1030	\$ 66.0023					\$ 67.3223
Respiratory Care Pract II	\$45.9374	\$47.9440	\$50.1649	\$ 52.4933	\$ 54.9434	\$56.0775	\$57.1897			\$ 58.3335
Respiratory Care Pract II (SAN)	\$54.9440									\$ 56.0429
Restorative Nursing Assistant	\$27.4223	\$28.6249	\$29.7840	\$ 30.9862	\$ 32.4635	\$33.1129				\$ 33.7752
Sanitation Assistant		\$27.2539	\$28.6390	\$ 29.8124	\$ 30.9010	\$31.5188				\$ 32.1492
Sanitation Assistant (SAN)	\$30.0710									\$ 30.6724
Secretary I	\$29.5977	\$30.9575	\$32.3745	\$ 33.7626	\$ 35.2621	\$35.9676				\$ 36.6870
Secretary I (SAN)	\$33.9935									\$ 34.6734
Senior Food Service Worker	\$27.5225	\$28.6820	\$29.7407	\$ 31.0576	\$ 32.3889	\$33.0365				\$ 33.6972
Senior Hospital Maint Porter	\$27.4939	\$28.6820	\$30.0847	\$ 31.3724	\$ 32.7751	\$33.4305				\$ 34.0991
Senior Outside Medical Services Specialist	\$32.3580	\$33.8173	\$35.3653	\$ 36.8986	\$ 38.3593	\$39.1263				\$ 39.9088
Senior Patient Financial Services Specialist	\$32.3580	\$33.8173	\$35.3653	\$ 36.8986	\$ 38.3593	\$39.1263				\$ 39.9088
Senior Respiratory Care Pract	\$54.5087	\$56.9159	\$59.5047	\$ 62.2910	\$ 65.2258	\$66.5117	\$67.8522			\$ 69.2092
Senior Restorative Nursing Assistant	\$28.7934	\$30.0560	\$31.2732	\$ 32.5354	\$ 34.0867	\$34.7684				\$ 35.4638
Social Worker II	\$39.5235	\$41.3209	\$43.2539	\$ 45.1570	\$ 47.0417					\$ 47.9825
Social Worker II (SAN)	\$45.8494									\$ 46.7664
Social Worker III	\$40.5723	\$42.6345	\$44.7571	\$ 46.9858	\$ 49.3380					\$ 50.3248
Social Worker, Outpatient Palliative Care	\$58.9680	\$61.7556	\$64.6579	\$ 67.7712	\$ 70.9230					\$ 72.3415
Social Worker, Palliative Care	\$58.9680	\$61.7556	\$64.6579	\$ 67.7712	\$ 70.9230					\$ 72.3415

## 2023 Wage Scales

Job Title - Rates Eff 04/16/2023	1	2	3	4	5	6	7	8	9	Longevity
Sonographer I	\$57,4243	\$59,3992								\$ 60.5872
Sonographer I (SAN)	\$62,3691									\$ 63.6165
Sonographer II	\$59,9544	\$62,1983	\$64,5229	\$ 66,9526	\$ 69,4630	\$71,5502	\$73,9664			\$ 75.4457
Sonographer II (SAN)	\$67,7493									\$ 69,1043
Sonographer III	\$62,3552	\$64,6932	\$67,0940	\$ 69,6358	\$ 72,2403	\$74,4058	\$77,1862	\$80,7763	\$84,5420	\$ 86.2328
Sonographer III (SAN)	\$70,4486									\$ 71.8576
Specialist Clerk	\$28,2667	\$29,5118	\$30,7142	\$ 32,1596	\$ 33,4610	\$34,1301				\$ 34.8127
Specialist Clerk (SAN)	\$32,2501									\$ 32.8951
Specialist Clerk, Lead	\$29,6802	\$30,9874	\$32,2500	\$ 33,7677	\$ 35,1341	\$35,8368				\$ 36.5535
Speech Pathologist I	\$52,3194	\$54,7381	\$57,1570	\$ 59,9842	\$ 62,9529					\$ 64.2120
Speech Pathologist II	\$56,6048	\$59,4289	\$62,2684	\$ 65,3041	\$ 67,9633	\$69,3224	\$70,7088			\$ 72.1230
Speech Pathologist II (SAN)	\$66,0046									\$ 67.3247
Staffing Coordinator	\$32,2393	\$33,5430	\$34,8602	\$ 36,2724	\$ 37,7117	\$39,2193	\$40,7810	\$42,4379		\$ 43.2867
Staffing Coordinator (SAN)	\$38,3695									\$ 39,1369
Substance Abuse Counselor	\$31,7018	\$33,1329	\$34,5072	\$ 36,1244	\$ 37,7778	\$38,5332				\$ 39,3039
Substance Abuse Counselor (SAN)	\$36,2324									\$ 36,9570
Supply Clerk I	\$26,0484	\$27,1504	\$28,5100	\$ 29,6409	\$ 31,0198	\$31,6403				\$ 32,2731
Supply Clerk I (SAN)	\$29,9356									\$ 30,5343
Supply Clerk II	\$26,5492	\$27,6372	\$28,9538	\$ 30,3564	\$ 31,7343	\$32,3691				\$ 33,0165
Supply Clerk II (SAN)	\$30,4014									\$ 31,0094
Supply Coordinator, Perioperative Services	\$31,4521	\$32,6976	\$33,9861	\$ 35,3590	\$ 36,7450	\$37,4799				\$ 38,2295
Surgical Technician	\$39,3308	\$41,1141	\$42,8065	\$ 44,7251	\$ 46,7502					\$ 47,6852
Surgical Technician (SAN)	\$44,9468									\$ 45,8457
Switchboard Operator		\$28,5196	\$30,4788	\$ 31,8764	\$ 33,1004	\$33,7622				\$ 34,4374
Switchboard Operator (SAN)	\$32,0028									\$ 32,6429
System Care Management Project Coordinator	\$38,5803	\$40,6108	\$42,7482	\$ 44,8858	\$ 47,1295					\$ 48,0721
System Care Management Project Coordinator (SAN)	\$43,7602									\$ 44,6354
Telemetry Monitor Technician	\$29,5256	\$30,7155	\$31,9481	\$ 33,2799	\$ 34,6505					\$ 35,3435
Telemetry Monitor Technician (SAN)	\$33,5455									\$ 34,2164
Transportation Program Worker		\$26,6638	\$27,8802	\$ 29,0397	\$ 30,4096	\$31,0178				\$ 31,6382
Transportation Program Worker (SAN)	\$29,2745									\$ 29,8600
Transportation Program Worker Lead		\$27,9970	\$29,2744	\$ 30,4916	\$ 31,9301	\$32,5686				\$ 33,2200
Trauma Program Social Worker		\$52,7220	\$55,2392	\$ 57,8017	\$ 60,4922					\$ 61,7020
Underpayment Specialist	\$29,0542	\$30,3564	\$31,6875	\$ 33,0472	\$ 34,5031	\$35,1930				\$ 35,8969



**APPENDIX C - Agency Shop Confidential Exclusions**

All present and future clerical positions assigned to the Human Resources Department.

### APPENDIX D - STAFFING PLANS/MATRIX

Acute Rehabilitation Staffing Ladder					
CENSUS	RN	CNA	BREAK NURSE	CHARGE	NOC
			DAY/ PM	DAY/PM	BREAK NURSE
5	1	1	1		1
6	2	1	1		1
7	2	1	1		1
8	2	1	1		1
9	2	2	1		1
10	2	2	1		1
11	3	2	1		1
12	3	2	1		1
13	3	2	1		1
14	3	2	1		1
15	3	2	1		1
16	4	2	1	1	1
17	4	3	1	1	1
18	4	3	1	1	1
19	4	3	1	1	1
20	4	3	1	1	1
21	5	3	1	1	1
22	5	3	1	1	1
23	5	3	1	1	1
24	5	3	1	1	1
25	5	4	1	1	1
26	6	4	1	1	1
27	6	4	1	1	1
28	6	4	1	1	1
<b>Number of C.N.A.'s on the floor, based on how many sitters and Unit Acuity</b>					
<b>RN 1: 5</b>		<b>CNA 1:8</b>			
<b>NURSE MANAGER WILL CHECK WITH CHARGE NURSE FOR FINAL STAFFING</b>					

<b>ED Staffing Matrix</b>							
<p>***The ED is an Open unit. Title 22 Ratios for the Emergency RN is as follows: 1:1 and/or 1:2 - ICU, 1:3 SDU, and 1:4 Tele. This is a staffing guideline for the ER. As such, it is a fluid model that can be adjusted based on patient acuity, census/volume and surge. Nurses providing direct patient care must provide handoff prior to leaving (including SWAP and ROC) the department to transport patients whenever they have remaining patients under their care in the department.</p>							
<u>Time</u>	<u>Staff</u>	<u>Assignments</u>			<u>Time</u>	<u>EDT</u>	<u>Clerk</u>
7a	16	Charge, Desk, Triage 1, Fast Track 1-6, ROC/Resource, Trauma, Resus, 1-3, 4-7, 10-12, 16-19, 20-21, 32-35, 36-39, 40-44, Break 1	(Includes 1 LVN)		7a	4	2
9a	19	Above plus Triage 2, SWAP (Pivot), Break 2			9a	4	2
11a	24	Above plus Fast Track 7-10, 14-15/22, 24-26/H2 leave, 28-31, Break 3			11a	6	2
1p	24	No Change			1p	6	2
3p	25	Above plus TRANSPORT (ADT)			3p	6	2
5p	25	No Change			5p	6	2
7p	24	ROC/Resource leaves			7p	4	2
9p	21	SWAP(Pivot) & Triage 2, Break 2 leave			9p	4	2
11p	18	FT 1-10, 14-15, 22, 24-26/H2			11p	3	2
1a	18	No Change			1a	3	2
3a	17	28-31 leave			3a	3	1
5a	16	Break 3 leaves			5a	3	1

Fairmont Skilled Nursing Staffing Ladder

Unit	AM Shift				CNA • Sitter	PM Shift			LV- Pt Ratio	CMA- Pt Ratio	NOC Shift			LN- Pt Ratio	CMA- Pt Ratio	LN Total	CMA Total	LN+ CMA Total	LN CNA PPD Total	Total Usage			State Required Minimum			Variance											
	RN		CN			LN	CMA	RMA			Sitter	RN	CMA							RMA	Sitter	LN	CMA	RMA	Sitter	LN	CMA	RMA	Sitter	LN	CMA	RMA	Sitter	LN	CMA	RMA	Sitter
	LN	CN	LN	CN																																	
101	4	6	15	5	3	10.10	6.73	4.33	4	6	13	5	10.10	7.77	5.61	2	4	7	5	16.8	14.43	8.42	26	35	61	79	2.06	2.77	4.83	1.10	2.40	3.50	0.96	0.37	1.33		
102	4	6	15	5	3	10.20	6.80	4.43	4	6	13	5	10.20	7.85	5.67	2	4	7	5	17	14.57	8.50	26	35	61	79	2.04	2.75	4.78	1.10	2.40	3.50	0.94	0.35	1.28		
103	4	6	15	5	3	10.30	6.44	4.25	4	6	13	5	10.30	7.92	5.72	2	4	7	5	17.2	14.71	8.58	26	36	62	80	2.02	2.80	4.92	1.10	2.40	3.50	0.92	0.40	1.32		
104	4	6	15	5	3	10.40	6.50	4.33	4	6	14	5	10.40	7.43	5.47	2	4	8	5	17.3	13.00	8	26	38	64	82	2.00	2.92	4.92	1.10	2.40	3.50	0.90	0.52	1.42		
105	4	7	16	5	3	9.55	6.56	4.38	4	7	14	5	9.55	7.50	5.53	2	4	8	5	17.5	13.13	8.08	28	38	66	84	2.13	2.90	5.03	1.10	2.40	3.50	1.03	0.50	1.53		
106	4	7	16	5	3	9.64	6.63	4.42	4	7	14	5	9.64	7.57	5.58	2	4	8	5	17.7	13.25	8.15	28	38	66	84	2.11	2.87	4.98	1.10	2.40	3.50	1.01	0.47	1.48		
107	4	7	16	5	3	9.73	6.69	4.46	4	7	15	5	9.73	7.13	5.35	2	4	8	5	17.8	13.38	8.23	28	39	67	85	2.09	2.92	5.01	1.10	2.40	3.50	0.99	0.52	1.51		
108	4	7	16	5	3	9.82	6.75	4.50	4	7	15	5	9.82	7.20	5.40	2	4	8	5	18.0	13.50	8.31	28	39	67	85	2.07	2.89	4.96	1.10	2.40	3.50	0.97	0.49	1.46		
109	4	7	16	5	3	9.91	6.81	4.54	4	7	15	5	9.91	7.27	5.45	2	4	8	5	18.2	13.63	8.38	28	39	67	85	2.06	2.86	4.92	1.10	2.40	3.50	0.96	0.46	1.42		

FY21 Budget numbers

103	4	7	15	5	3	9.36	6.87	4.49	4	7	13	5	9.36	7.92	5.72	2	4	7	5	17.2	14.71	8.58	28	36	63	81	2.17	2.72	4.89	1.10	2.40	3.50	1.07	0.32	1.39
-----	---	---	----	---	---	------	------	------	---	---	----	---	------	------	------	---	---	---	---	------	-------	------	----	----	----	----	------	------	------	------	------	------	------	------	------

\* changes slightly based on which unit the patients are in. For example, if at 103 census and BI drops to 15 census, then one less LVN is needed. Otherwise, it is 7 LVN for census above 103.

22 CCR § 72329.1(g)(3) – Staffing Ratios, minimum:

AM Shift: 1 direct caregiver for every 5 patients or fraction thereof;

PM Shift: 1 direct caregiver for every 6 patients or fraction thereof;

NOC Shift: 1 direct caregiver for every 13 patients or fraction thereof.

\* Sitter usage is used as needed. Not regularly staffed daily.

8th & 9th FLOORS 28 Maximum Pt's per Floor

Title 22 Nursing: Patient Ratio – 5:1

CENSUS	RN	CHARGE/CNIII
1-5	1	1
6-10	2	1
11-15	3	1
16-20	4	1
21-25	5	1
26-28	6	1

\* C.N.A. staffing does not include sitters, C.N.A.s serving as sitters are additional

7th FLOOR 28 Maximum Pt's per Floor

Title 22 Nursing: Patient Ratio – 4:1

CENSUS	RN	CHARGE/CNIII
1-4	1	1
5-8	2	1
9-12	3	1
13-16	4	1
17-20	5	1
21-24	6	1
25-28	7	1
29-30	8	1

\* C.N.A. staffing does not include sitters, C.N.A.s serving as sitters are additional

6<sup>th</sup> Floor  
 CENSUS 28 Maximum Pt's per Floor  
 Title 22 Nursing:Patient Ratio – 3:1

CENSUS	RN	CHARGE/CNIII	Tele Tech/Floor	CLERK	CNA	BREAK RN
1-3	1	1	1	1	1	1
4-6	2	1	1	1	1	1
7-9	3	1	1	1	1	1
10-12	4	1	1	1	2	1
13-15	5	1	1	1	2	1
16-18	6	1	1	1	2	2
19-21	7	1	1	1	2	2
22-24	8	1	1	1	2	2
25-27	9	1	1	1	2	2
28-30	10	1	1	1	2	2

\* 1 Telemetry Tech/Floor  
 \* C.N.A. staffing does not include sitters, C.N.A.s serving as sitters are additional

4<sup>th</sup> Floor

LABOR & DELIVERY	
	8 Labor Rooms
	2 OR Rooms
	3 PAR Beds
	4 Antepartum Beds (in PP Unit)
	4 Triage Beds

Charge RN	CORE Rns for Admit	Break RN	Triage RN	Surgical Tech	Clerk
1	5	1	1	1	1

\*THIS IS NOT A FLEX UNIT

Room Examples:	RNS
4422 & 4423	1
4424 & 4425	1
4426 & 4427	1
4428 & 4429	1
OR/PAR	1

\*ACUITY/ASSIGNMENTS PER AWHONN GUIDELINES FOR ALL FAMILY  
 BIRTHING CENTER UNITS

POSTPARTUM/ ANTEPARTUM

17 Beds

Charge RN	RN's Based on Acuity
1	3*

Couplets CENSUS	Charge RN	RN's
0 -4	1	2
5 - 7	1	3
8 - 9	1	3
10 - 12	1	4
> 12	1	5

\* C.N.A. staffing does not include sitters, C.N.A.s serving as sitters are additional

\*Acuity

Examples

- 1:5 Stable Single Mothers
- 1:3 or 1:4 WNL Couplet Care
- 1:3 Antepartum or PP with complications
- 1:2 Magnesium Sulfate Infusion
- 1:1 OB Emergency

\*THE ABOVE MATRIX IS EXCLUSIVE OF MEDICAL CONDITIONS OF HIGHER ACUITIES.

FOR EXAMPLES: PT's ON MAGNESIUM SULFATE INFUSION,  
 POST-PARTUM HEMORRHAGE,  
 FREQUENT BLOOD SUGAR CHECKS,  
 FREQUENT VITAL SIGN (> EVERY 4 HRS), MULTI-BIRTH MOTHER,  
 FRESH POST-OP C-SECTIONS

NICU				
8 Beds				
Charge RN	RN's Based on Acuity		Break/ Resource RN	Clerk
1	3*		1	1

---

\*Acuity  
Examples

- 1:1 Unstable/Transport Out
- 1:2 Intensive Care
- 1:1 C-Section Assist & New Admits
- 1:2 or 1:3 Intermediate Care/Well Baby Assist



<b>JGPH Inpatient Units - Max 23 patients--Title 22 Nursing Ratio: 6:1</b>						
CENSUS	RN	CN III	CLERK	MHS*	BREAK RN	
1-6	2	1	1	3	1	
7-12	2	1	1	3	1	
13-18	3	1	1	3	1	
19-23	4	1	1	3	1	
*one additional MHS added for every 1:1 patient						
1 LVN/LPT can replace 1 RN per shift						
<b>JGPH Psychiatric Emergency Service</b>						
Title 22 Nursing:Patient Ratio – 3:1			6:01			
CENSUS	RN	TRIAGE RN	CN III	CLERK	MHS*	BREAK RN
19-24	4	2	1	2	4	1
25-30	5	2	1	2	4	2
31-36	6	2	1	2	4	2
37-42	7	2	1	2	4	2
43-48	8	2	1	2	4	2
49-54	9	2	1	2	4	2
55-60	10	2	1	2	5	2
61-66	11	2	1	2	5	2
67-72	12	2	1	2	5	2
Additional triage RN and clerk at peak hours/higher census						
*one additional MHS for every 1:1 patient						
1 LVN/LPT can replace 1 RN per shift						

PACU									
0700 - 1900	2 RN's (one of whom is charge)								
0900 - 2100	1 RN								
0900 - 2100	1 Break RN	also may come in at 0700 or 1100 depending on OR schedule and census							
1100 - 2300	2 RN's								
1900 - 0700	2 RN's								
0700 - 1900 STAND-BY	1 RN	Saturday, Sunday, Holidays							
1900 - 0700 STAND-BY	1 RN	Daily							

OR has 6 suites (all of which are running on weekdays)  
PACU has 10 ready bays to receive patients and 1 isolation room.  
ASPAN recommendation is to have 2 receiving bays for every OR suite.  
(American Society of Peri-Anesthesia Nurses)

So currently, if they are running 6 rooms, we don't have the appropriate space to receive them (we need 12 bays).  
The area between SDS and PACU was supposed to be more bays but this has not happened. Despite this, current policy states we have 14 PACU bays.  
The reality is...we have 10 functioning bays + isolation room (requiring 5 RNs to receive patients during peak periods).  
PACU RN to patient ratio is 1:2 (for stable recoveries), or 1:1 (for unstable patient or intense/emergent recoveries, similar to ICU).  
Currently, assigned charge nurse does NOT have an assignment.  
If no break nurse is assigned, staff takes break whenever feasible.  
If unit is busy, and staff requests for no break, this is denied. Staff are told they should have taken their break when they arrived for their shift (when the unit wasn't busy).

PACU continues to have boarders (i.e., people waiting for inpatient beds to become available); the staffing plan does not take this into account.  
Furthermore, the ISSU often sends their post-procedure patients to PACU if the patients need critical care (even if they haven't been under anesthesia).  
These two processes take the PACU RNs out of their safe staffing ratio.

ICU STAFFING MATRIX							
CENSUS	CHARGE RN	BREAK RN	RRT	TN2	RN	CNA	MC
23-24	1	2	1	1	14	1	1
21-22	1	2	1	1	13	1	1
19-20	1	2	1	1	12	1	1
17-18	1	2	1	1	11	1	1
15-16	1	2	1	1	9	1	1
13-14	1	2	1	1	8	1	1
11 TO 12	1	2	1	1	7	1	1
9 TO 10	1	2	1	1	6	1	1
7 TO 8	1	2	1	1	5	1	1
5 TO 6	1	1	1	1	5	1	1
3 TO 4	1	1	1	1	3	1	1
0 TO 2	1	1	1	1	2	1	1

ICU is staffed on a 2:1 ratio. Patients can be placed on a 1:1 ratio if they meet certain criteria

**APPENDIX E**  
**DOMESTIC PARTNER DEFINED**

A “domestic partnership shall exist between two (2) persons, one (1) of whom is an employee of AHS, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the “domestic partner” of the other if they both complete, sign, and cause to be filed with AHS an “Affidavit of Domestic Partnership” attesting to the following:

- A. The two (2) parties reside together and share the common necessities of life;
- B. The two (2) parties are not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
- C. The two (2) parties declare that they are each other’s sole domestic partner and they are responsible for their common welfare;
- D. The two (2) parties agree to notify AHS if there is a change of circumstances attested to the affidavit;
- E. The two (2) parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

**Termination.** A member of a domestic partnership may end said relationship by filing a statement with AHS. In the statement, the person filing must affirm, under penalty of perjury, that 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner.

**New Statements of Domestic Partnership.** No person who has filed an affidavit of domestic partnership may file another such affidavit until six (6) months after a statement of termination of the previous partnership has been filed with AHS.

## APPENDIX F

### Waiting Periods for Flexibly Staffed Classes (to be treated as one classification)

#### Six (6) Months

Clerk II - Clerk I

Billing Technician I — Clerk II

Computer Operator I — Computer Tech Data Processing Technician II - Data Processing Technician I

Dietician II - Dietician I

Electroencephalograph Technician II - Electroencephalograph Technician I

Library Clerk II — Library Clerk I

Medical Translator II — Medical Translator I

Public Health Nursing Assistant II — Public Health Nursing Assistant I

Respiratory Care Practitioner II — Respiratory Care Practitioner I

Social Worker II — Social Worker I

Transcriptionist — Clerk II

Transcriptionist — Stenographer

#### One (1) Year

Accountant - Accountant Auditor Billing Technical II - Billing Technician I

Buyer II - Buyer I

Cardiovascular Technician II - Cardiovascular Technician I

Central Supply Technician II - Central Supply Technician I

Clinical Laboratory Technologist II - Clinical Laboratory Technologist I

Financial Services Specialist II — Financial Services Specialist I

Health Educator II — Health Educator I

Information System Technician II - Information System Technician I

Laboratory Assistant II - Laboratory Assistant I

Librarian II - Librarian I

Library Assistant II — Library Assistant I

Marriage, Family and Child Counselor II — Marriage, Family and Child Counselor I

Medical Social Worker II — Medical Social Worker I

Mental Health Specialist II — Mental Health Specialist I

Network Services Analyst II — Network Services Analyst I

Network Support Technician II — Network Support Technician I

Nutrition Assistant II — Nutrition Assistant I

Occupational Therapist II — Occupational Therapist I

Patient Services Technician II — Patient Services Technician I

Physical Therapist II — Physical Therapist I

Psychiatric Social Worker II — Psychiatric Social Worker I

Rehabilitation Counselor II — Rehabilitation Counselor I

Software Analyst I — Software Analyst Trainee Speech Pathologist II — Speech Pathologist I

**Other titles**

Any Respiratory Care Practitioner who is or becomes registered will be moved automatically up to Registered Respiratory Therapist.

**Side Letter of Understanding #2  
Plan for Reduction in Force**

Information                      Projected effective date of layoff:                      Date of Plan Submission

**Affected Cost Centers**

Cost Center                      Unit Name                      Unit Manager                      Manager Submitting Justification

**Affected Titles**

Title                      FTE                      Name                      Seniority List for Title Attached:

**Pre-Layoff Actions**

Please provide a registry, traveler and SAN usage analysis including the number of hours or shifts which repeat every pay period and hours or shifts that don't. The repeating hours or shifts result in how many FTEs in which titles?

Please list all the probationary employees to be kept in the unit and why.

Please project all the positions that will become open in next six months that will have to be filled:

Title	Name of Incumbent	Reason for Leaving	FTE
-------	-------------------	--------------------	-----

Please justify for each position above why a laid off employee could not be placed in position or could not be considered if they applied.

**Justification**

Please provide some background on the units funding sources, the history- how we got to this point. What funding alternatives have been explored?

What functions are laid off positions performing and who will do remaining functions if there are any?

Have any of these positions' functions changed in the last two years? What happened and why?

What are the projected savings for the fiscal year? What are they annually?

Signature of Manager

\_\_\_\_\_ Date: \_\_\_\_\_

**Side Letter of Understanding # 4**  
**Weekend Shift Only Positions- Pilot Program at John George Psychiatric Pavilion**

1. Eligibility: The program is available to all LVNs and LPTs who have completed Hospital and Department orientation. The final decision as to what areas the program is offered shall be at the reasonable discretion of the JGPP Director of Nursing.
2. Availability: Each manager/director will determine the number of Weekend Plan commitments available in their respective areas of responsibility. These positions will be posted and employees can apply through the usual process.
3. Weekend defined: Employees in this program will work two 12 hours weekend shifts and an extra 12 hour shift Friday or Monday of each weekend worked. Employees are to work Friday, Saturday and Sunday or Saturday, Sunday and Monday. The weekend is defined in Paragraph 228. Positions can also be .60 FTEs working only Saturday and Sunday.
4. Commitment: Each participant must commit to working 47 weekends per year (10 weekend shifts off per year). Those weekends off can be taken as vacation or the employee can be scheduled for an equivalent number of hours during the week without the weekend differential. These options would be by mutual agreement of the employee and manager. No other options are available. Weekend shifts are defined according to the shift differential clause. Each participant must commit to working an FTE of .60 FTE (24 hours) or greater. An employee who bids on and is awarded a .60 FTE position shall have the option of receiving the premium pay in paragraph 6 below or receive the regular weekend and shift premium pursuant to Section 15.3 and receive full-time health and welfare benefits and full-time paid time off benefits.
5. Duration: Each commitment will be for a minimum of 52 weeks commencing at the beginning of a pay period. The effective date of the agreement cannot precede the beginning date of the pay period in which the agreement is signed. The commitment is not automatically renewable. The decision to offer the opportunity to sign a new commitment is made by the CNE or designee and will be based upon continuing organizational need.
6. Incentive Differential: Staff on the Weekend Plan will receive an 11% differential for days and 22% for nights, all inclusive of shift differential for all hours meeting the commitment. Weekend differential is only paid for two 12 hour shifts per weekend. Overtime hours will be paid the overtime rate of pay pursuant to Article 16 Overtime. Staff on the Weekend Plan are eligible for all applicable differentials (except any other weekend differential or shift differential on weekends since they are included in the rates cited above) in addition to the Weekend Plan differential.
7. Terminating or Extending the Commitment: AHS reserves the right to terminate or modify the program in part or in whole with 45 calendar days notice to the Union and participants. Participants may elect to withdraw from the Weekend Plan and must offer two (2) calendar weeks' notice to the manager/director; the change will be effective the next schedule. Employees who withdraw without sufficient notification may be ineligible to re-enroll in the future. Participants who fail to fulfill their commitment, for whatever reason, may not be

eligible to remain in the plan. Participants who become ill on their scheduled weekend shift may work or be assigned to extra weekend shifts in order to fulfill their commitment.

8. Administration: A Weekend Plan must be signed by the participant and the CNE or designee prior to the commencement of the commitment. The original agreement is forwarded to Human Resources for inclusion into the participant's personnel file. The department manager/director is responsible for monitoring adherence to the plan agreement. Upon completion of the plan commitment the manager/director will assess if the employee is eligible for renewal. If employee is eligible for renewal, a new Weekend Plan must be signed for the new time period.
9. Parameters of Pilot. The pilot at JGPP will last one year from the date the first employee starts the schedule. The program can only be extended and/or expanded to other units of AHS by mutual agreement of the parties.
10. If an employee is no longer working in the weekend only position either pursuant to paragraphs 7 or 9, then the employee shall have the right of return to their previously held position as long as the person is not removed from the weekend only position based on failure to keep the commitment. If they are removed, they will be accommodated to the extent possible.

For SEIU:

For AHS:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Side Letter of Understanding # 5 - Union Offices**

AHS agrees to provide the union with office space in appropriate locations on both the Fairmont and Highland campuses.

For SEIU:

For AHS:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Side Letter of Understanding # 6 - Effective Date of 2020-2024 MOU Provisions**

The modifications in the 2020-2024 Memorandum of Agreement shall be effective no later than sixty (60) days from the union ratification unless otherwise specified.

For SEIU:

For AHS:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SIDE LETTER - KRONOS

### Side Letter of Agreement between APMC and SEIU 1021 on Kronos

This agreement supercedes the prior interim Kronos agreement between APMC and SEIU.

#### Intent:

It is the intent of Kronos to establish accurate processes for time and attendance tracking and to calculate hourly employee payroll. **Kronos is not intended as a punitive or disciplinary tool.** However, SEIU and APMC agree that the documentation of time and attendance in Kronos can legitimately be used to support corrective counseling and discipline when necessary in order to assure compliance with APMC policies relating to tardiness and absenteeism.

#### General Provisions:

- SEIU 1021 employees may be required to use the Kronos system (time clock or PC) to clock in and out.
- Employees must clock in and out at the location closest to where their cost center/work location is.
- Employees are not required to clock out and in for meals. Employees are not required to clock out and in for break periods.
- Employees working through lunch are required to account for that time by reporting the time to the manager or designee for input into Kronos or by noting the time on the Exception Sheet. Per the SEIU MOUs, all overtime must be approved in advance by the manager or designee.
- Employees who clock in between 7 minutes before the start of the shift or 7 minutes after the start of the shift will not incur overtime or lose pay. After the seven minute grace period, employees will be docked for all minutes tardy and/or will be paid for time worked before or after the scheduled shift. **The seven minute grace period is for purposes of compensation only.**
- Areas or individuals who are not required to use Kronos will continue to use paper time cards based on the work performed or other legitimate business reasons. SEIU will be notified of any exceptions authorized by APMC. (Exceptions to use of Kronos are currently found within some of the specialty clinics and for some of the Mid-Level Practitioners.)
- All mutually agreed upon attendance/pay rules, policies and practices in effect prior to Kronos remain in effect.

#### Implementation and Maintenance of Kronos:

1. Managers will receive a training packet that explains the following:
  - Their roles and responsibilities including how to communicate and coach employees on the proper use of Kronos.
  - The employees' roles and responsibilities.
  - A list of clock locations. (See attachment A)
  - Policies and Procedures pertaining to Kronos including how to handle exceptions and how to document overtime.

2. Employees will receive a training packet during new employee orientation and/or new hire processing that shall include:
  - A list of clock locations including the location of the clock closest to their work area.
  - Policies and Procedures pertaining to Kronos including how to handle exceptions and how to notify the supervisor of emergency overtime that was not approved prior to being worked.
  - An explanation of how to obtain a copy of the Kronos time sheet and/or how to view it on-line.
  - **A request for a hard copy of the Kronos time sheet will not be denied.**
3. Each unit will maintain a Kronos file that contains Kronos-related policies and procedures along with a list of time clock locations.
4. The ACMC Kronos IT expert will check the accuracy of the time clocks on a weekly basis and will maintain a log showing the date and the results of such checks.
5. ACMC will maintain a current Kronos support matrix. (See attachment B).

Exceptions:

ACMC will use exception logs which at a minimum will contain spaces for the name of the employee, the date, the time in and time out, the reason for the exception and spaces for both employee's and supervisor's signatures. Examples of items that will be noted on the exception log are: charge pay, preceptor pay, standby pay and callback pay. **A request for a hard copy of an employee's individual exception log will not be denied.**

Continuing Discussions:

The terms of this agreement are not closed and will be subject to further discussion of work rules and other related matters at the request of either party. This document will be updated by future agreements by the parties on Kronos.

Attachments:

- A. List of Locations
- B. Support Matrix
- C. Instructions on Clocking in and out on a Computer

For SEIU:

~~PA~~ SUSAN M. STEFAN

Christal B. Cox

Kwame Francis

Chene Forrester

Standa Washington

Barbara H. Smith

Lernard Green

July Sloan


Steve Tyle

\_\_\_\_\_

\_\_\_\_\_

Date: 5/10/10

For ACMC:

  
Richard J. Dodson

Date: 5/10/10

**KRONOS CLOCKS**

<b>Clinics</b>	<b>Clk #</b>
Newark	20001
Hayward	30001
Eastmont 1	40001
Eastmont 2	40002
Eastmont 3	40003
<b>Fairmont</b>	
B Bld 1st floor	60001
B Bld 2nd floor	60002
C Bld 2nd floor	60003
E Bld 1st Floor	60005
E Bld 2nd Floor	60006
H Bld 1st floor	60007
H Bld 2nd floor	60008
EVS Service Bld	
Basement	60009
Boiler Room	60010
Dietary	60011
B Bld 3rd floor	60012
<b>Highland</b>	
2nd floor Dietary	10001
3rd floor Imaging	10002
3rd floor Lab	10003
4th floor ICU	10004
5th floor TCU	10006
8th floor Staffing	10007
6th floor Cardiology	10008
7th floor Acute	10009
9th floor Labor-Delivery	10010
1st floor Vallecito (will be removed due to construction)	90011
3rd floor Lab	90012
<b>JGPP</b>	
JGPP-EVS	70001
JGPP-PES	70002
JGPP-REG	70003
<b>KORET</b>	
3rd floor	80001
4th floor ED	80002
5th floor OR	80004
6th floor	80005
7th floor	80006
ER Break Room	80007

**WINGS**

HGH-B Basement	90001
OAS-EVS	90003
C Wing 1st floor	90004
OA2- Mat Mgmt	90005
D wing 2nd floor	90006
A wing 3rd floor	90007
D wing 1st floor	90008
A wing 2nd floor	90009
OA Basement	90013
F- Basement	90014

### If an Employee's Badge does not work in the badge reader- or the Employee does not have his/her badge

**If an Employee's Badge does not work in the badge reader – or the Employee does not have his/her badge**

- The employee must notify the supervisor immediately.
- The badge reader may not be able to read worn or damaged ID cards and the employee may need to obtain a new card. There is no charge for the replacement of a worn or damaged card.
- The employee must record time in and out on the Log of Activity Sheet.
- Punch times must be documented and authorized by the supervisor.
- The supervisor is responsible for entering the hours from the log sheet into the Kronos system.

**Summary Table of Action**

If....	Then the employee must....	And Supervisor must...
an employee reports to work without his/her badge	<ul style="list-style-type: none"> <li>• notify supervisor/designee and write on exception log</li> </ul>	<ul style="list-style-type: none"> <li>• enter pay code or hours into Kronos</li> </ul>
an employee loses his/her badge	<ul style="list-style-type: none"> <li>• notify supervisor/designee</li> <li>• obtain a new badge at Employees expense</li> <li>• note time record on exception log</li> </ul>	<ul style="list-style-type: none"> <li>• enter pay code or hours into Kronos</li> </ul>
an employee swipes his/her badge and there is no readout on the badge reader	<ul style="list-style-type: none"> <li>• notify supervisor/designee</li> <li>• employee may need to obtain a new badge if present one is worn or damaged.</li> <li>• note time on exception log</li> </ul>	<ul style="list-style-type: none"> <li>• Check with Payroll to verify if clock has captured punches or if hours need to be added to Kronos.</li> </ul>
an employee realizes at a later time that he/she forgot to punch as required	<ul style="list-style-type: none"> <li>• notify supervisor/designee</li> <li>• note time on exception log</li> </ul>	<ul style="list-style-type: none"> <li>• enter pay code or hours into Kronos</li> </ul>

**Use of Badge Reader**

At the beginning and end of each shift an employee must present his or her badge card at the badge reader.

- Hold ID badge in front of badge reader above the decal with the flag.
- To confirm its acceptance, the badge reader will briefly display the employee's name, and then display the words **Transaction Accepted**
- If the clock displays "**Accepted**" without employee name, then the badge is not properly assigned to the employee. Notify payroll.
- If a badge is replaced, HR will make the appropriate notification to Payroll. The employee is encouraged to follow up on that process.





# Kronos Badge Reader

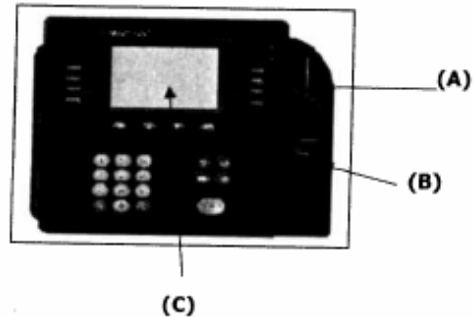
(Time clock)

## Employee Functions at Badge Reader

Employee can perform functions at the Badge Reader (clock) such as cost center transfer; charge pay and review punch activity.

The badge reader idles in Employee Mode (Figure 1) an employee initiates a function by pressing a soft key (A)

Figure 1



## How to Punch In or Out

- 1) Hold badge 2"(Present Badge) from clock in front of target area. (B)
- 2) Punch is accepted when name appears on display screen. (C)

## Transfer to Different Cost Center

- 1) Press soft key (blue) to left of function (Cost Center Transfer)
- 2) Select the cost center from the list or use the number pad to enter the cost center number
- 3) Press Enter button
- 4) Present badge to clock
- 5) Function should process  
(Hear single beep and green light will flash)

**Note:** Your cost center will automatically default to home at the beginning of the next shift.

## Activities at the Badge Reader

### **Charge Pay/Lead Pay/Callback/Preceptor**

- 1) Press soft key (blue) to left of function (charge pay, lead pay, Preceptor Pay)
- 2) Present badge
- 3) End activity prior to the end of your shift, press soft key (blue) to the right of the function (charge pay, etc.)

### **View Last Punch**

- 1) Press soft key (blue) to the left of function (review punches)
- 2) Present Badge

## PC - Stamp Time Entry

### 1. Time Stamp.

Has features similar submitting time at a terminal (clock). (Figure 1)

Employees can also view Self Service Reports related to time worked, accruals, and schedules (Figure 2)

1. Click on desktop shortcut or link to the server.
2. Enter Name and ID. You will be logged in.
3. To record time only click on Record Time Stamp.
4. To transfer hours to different [Job] select transfer drop down and correct transfer account.
5. To view Self - service Reports select [My Reports] from Navigation Bar.
6. When complete select Log Off from Top right corner of Navigation Bar.

## SIDE LETTER - ATTENDANCE AND PUNCTUALITY POLICY

### SIDE LETTER BETWEEN AHS AND SEIU

#### RE: POLICY 3.19 ATTENDANCE AND PUNCTUALITY

AHS and SEIU agree to the following changes to the Attendance and Punctuality Policy

#### KEY

*Deleted language*

**New Language**

Unchanged Language

*Comments*

#### PURPOSE

To define Alameda County Medical Center (ACMC) attendance standards and to ensure consistent application of attendance standards.

To provide guidelines for dealing with incidents, patterns and excessive records of absence and tardiness.

#### POLICY

Employees have a responsibility to ACMC and their co-workers to be reliable and punctual in reporting for scheduled work. In the rare instance when it is not possible to avoid being late or absent from work, the employee must notify his/her supervisor as soon as possible of the anticipated tardiness or absence. Generally, this means calling the supervisor before the start of business (at the latest) on each day of absence and explaining the reason for the absence. Notification to the department/unit shall be made in accordance with department/unit policies and procedures.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Except under highly unusual circumstances, an employee who is absent for three (3) or more consecutive work days without notifying his/her supervisor will be deemed to have abandoned his/her position and may be terminated.

It is important for managers and work groups to be able to rely upon regular and consistent attendance by all employees, and to recognize that unexcused or excessive absences must be avoided in the interest of all employees and residents.

Special Note: In order to ensure fairness and consistency in the administration of this policy and use of these Guidelines, each Supervisor/Manager is responsible for reviewing each employee's record and analyzing each case independently in the application of these Guidelines.

The following guidelines are designed to provide managers with assistance in reinforcing the expectation that regular attendance must be maintained by every employee:

#### Excused Absence

This occurs when permission was sought by the employee for time off from work and such time off was approved in advance by the responsible manager. Managers/Supervisors shall not deny legitimate sick leave requests.

#### Tardiness

This occurs when an employee reports to his or her designated work area, ready for work, after the scheduled beginning of the assigned shift.

Punctuality in reporting to work is important for several reasons:

1. Other staff, customers and employees may be dependent on the services of the employee and are hampered by tardiness.
2. Tardiness can be interpreted by others as lack of commitment or dependability, and this reduces the trust needed for teamwork among employees.
3. Tardiness, when condoned and allowed to continue, tends to suggest that management has reduced its expectations. Therefore:

In determining whether an employee is "tardy," and the type of disciplinary action which may be appropriate, the manager's reasonable judgment should be used. When evaluating the level of disciplinary action, consideration should be given to whether an employee's tardiness occurs in conjunction with an unacceptable number of absence occurrences.

Managers and Supervisors shall monitor tardiness and attendance of all employees on a quarterly basis. When repeated infractions appear to exist, the manager or supervisor will consult with Human Resources prior to suspending or terminating an employee.

#### Unexcused Absence

This occurs when an employee fails to report for work when scheduled and/or fails to remain at work for the duration of the employee's shift and does not have prior management approval for the absence.

If upon the employee's return he/she offers a reason for the absence which is verified in writing and the reason precluded the employee from notifying the manager in advance, the absence may be considered an excused absence.

If an employee's advance request for an excused absence is denied, and the employee subsequently fails to report on the same day for reasons of illness, an emergency, etc., then verification may be required of the employee. If written verification is not obtained, the occurrence may be treated as an unexcused absence and any pay requested for such day may not be granted. Appropriate disciplinary action may be administered.

Absence Occurrence

Each absence of one or more consecutive days, regardless of its length, will be counted as one occurrence (Managers should check the MOU if an employee is represented.).

- Three (3) occurrences of nonscheduled absences (i.e., not including vacation, holiday, etc) within a 60-consecutive-day period is cause for initiating a counseling discussion to the extent consistent with applicable federal and state law. Such counseling discussions should be documented. Further nonscheduled absences will result in further discipline up to and including termination to the extent consistent with applicable federal and state law.
- **Three tardies of 8 minutes or more during the 60 consecutive day period will count as a violation of this policy; however, tardies below 8 minutes will be counted as an occurrence when those tardies equal a cumulative 8 minutes.**
- If an employee corrects his or her attendance (excessive absence and/or tardiness) after counseling or disciplinary action, for the attendance problems but then subsequently returns to an unacceptable level of attendance, the manager should continue the disciplinary process. In determining whether disciplinary action is warranted the Manager should consider the length of time since the last attendance problems.
- **Once a non-scheduled absence or tardy has been counted in connection with an occurrence, that absence or tardy cannot be included in whole or in part in determining the existence of any subsequent occurrence.**

**ATTENDANCE/TARDINESS  
Course of Action Guidelines**

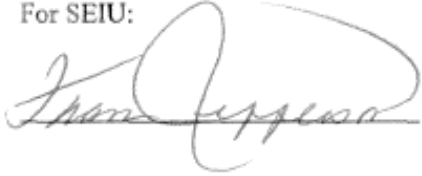
<b>SITUATION</b>	<b>COURSE OF ACTION</b>
Absenteeism Notification	Employee must notify direct Supervisor/Manager for all absences unless otherwise authorized.
Absence Notice Requirement	Except in the case of an emergency or other extreme circumstances, two (2) hours prior to shift. <u>Note:</u> This is a general rule. Employees should review their specific department's reporting procedures.
Non-Scheduled Absence	Not scheduled in advance, but approved.

**ATTENDANCE/TARDINESS  
Course of Action Guidelines**

<b>SITUATION</b>	<b>COURSE OF ACTION</b>
Unauthorized Time Off	"No Show/No Call" – not paid. Appropriate disciplinary action taken.
Unpaid Time Off	Unpaid time off should be rare and will be based on Manager determination of operational need.
Leave Notice Requirement	Employee must request and receive advance approval except in case of extreme emergency. 24 hour minimum notice for vacation of less than one week. Two week minimum notice of vacation of more than one week. Vacation approval and notice requirement subject to Manager/Supervisor's determination of operational need.
Health Care Provider's Notes	Manager/Supervisor may request for absences of 3 consecutive working days or more or when Manager/Supervisor determines there are indications of excessive use of sick leave or sick leave abuse.
Absenteeism Occurrence	One day and/or multiple consecutive days of nonscheduled absence or unauthorized absence.
Excessive Absenteeism Defined	Three (3) occurrences within sixty (60) consecutive days. Multiple consecutive days of absence count as one occurrence.
Disciplinary Action per Occurrence of Absenteeism (Non-FMLA Occurrences)—within a 60-day period. <b>(Guidelines only.)</b>	3= Verbal counseling 5= Written disciplinary action 6= Probation/Suspension 7= Termination
Tardiness Occurrence Defined	Each separate occurrence of tardiness is applicable.
Late/Tardy Defined	Failure to be at workstation at the scheduled time.
Tardy Notice Requirement of shift	Employee required to notify Manager/Supervisor
Tardiness Disciplinary Action (per occurrence)—within a 60-day period. <b>(Guidelines only.)</b>	3= Verbal counseling 5= Written disciplinary action 6= Probation/Suspension 7= Termination

**Note:** Human Resources should be contacted prior to ~~suspending~~ or terminating any employee for attendance/tardiness.

For SEIU:



Date: 05/14/2014

For AHS:



Date: 14 May 2014

# EXHIBIT B-1



AB 186

Page 1

Date of Hearing: April 6, 2005

ASSEMBLY COMMITTEE ON LABOR AND EMPLOYMENT  
 Paul Koretz, Chair  
 AB 186 (Bogh) – As Introduced: January 25, 2005

SUBJECT : Occupational safety and health: fines.

SUMMARY : Establishes a refund mechanism for workplace safety penalties imposed against public police departments, fire departments, and the California Department of Forestry and Fire Protection. Specifically, this bill :

- 1) Requires that civil and administrative penalties assessed against a public police department, a city, county or special district fire department, or the California Department of Forestry and Fire Protection, be deposited into the Workers' Compensation Administration Revolving Fund.
- 2) Authorizes the aforementioned entities to apply for a refund of such penalties where all of the following conditions are met:
  - a) All conditions previously cited have been abated;
  - b) The department had abated any other outstanding citations; and
  - c) The department has not been cited for a serious violation within two years of the date of the original violation.
- 1) Provides that penalties imposed on a fire department that are not applied for within two and one-half years of the original violation shall be allocated to the California Firefighter Joint Apprenticeship Program for the purpose of establishing and maintaining effective occupational injury and illness prevention programs.
- 2) Provides that penalties imposed on a police department that are not applied for within two and one-half years of the original violation shall be allocated to the Office of Criminal Justice Planning, or any succeeding agency, for the purpose of establishing and maintaining effective occupational injury and illness prevention programs.

AB 186

Page 2

- 3) Specifies that these provisions do not apply to that portion of any civil or administrative penalty that is distributed directly to an aggrieved employee or employees pursuant to the provisions of the "Labor Code Private Attorneys General Act of 2004."

EXISTING LAW provides for the imposition of civil and administrative penalties against public or private employers for violations of laws and orders relating to safety in employment. However, current law authorizes specified educational entities to apply for a refund of such penalties if the previously cited condition has been abated, any other outstanding citations have been abated, and there have been no citations for serious violations for a period of two years.

FISCAL EFFECT : UnknownCOMMENTS :

The California Occupational Safety and Health Act of 1973 was enacted by the Legislature to ensure safe and healthy conditions for working people in California. The Division of Occupational Safety and Health (DOSH) was created to enforce effective standards, assist and encourage safe and healthy working conditions, and to provide for research, information and training in the field of occupational safety and health. DOSH carries out these responsibilities within an overall program commonly referred to as Cal/OSHA.

Prior to 2000, the Labor Code contained a statutory exemption for governmental entities from the imposition of Cal/OSHA civil penalties. However, AB 1127 (Steinberg), Chapter # 615, Statutes of 1999, repealed that exemption, thereby treating

governmental entities the same as private employers for purposes of Cal/OSHA penalties.

AB 1127 also contained a limited carve-out for specified educational entities and institutions. Under that provision, educational entities may apply for a refund of Cal/OSHA penalties if the previously cited condition has been abated, any other outstanding citations have been abated, and there have been no citations for serious violations for a period of two years.

---

AB 186

Page 3

This bill, sponsored by the California Fire Chiefs Association, would establish a similar refund mechanism for public police and fire departments, and the Department of Forestry and Fire Protection.

Supporters, including local governments and public fire departments, argue that passage of this bill will contribute to a safer workplace for public safety employees. In addition, it will eliminate an unnecessary negative financial impact on public safety operational revenues. These revenues are essential to provide the highest level of public safety services possible to the citizens of California.

According to the Department of Industrial Relations (DIR), penalties assessed against public police departments totaled \$ 6,000 in calendar year 2004, \$38,845 in calendar year 2003, \$68,465 in calendar year 2002, and \$68,065 in calendar year 2001. Penalties assessed against public fire departments totaled \$70,940 in calendar year 2004, \$50,265 in calendar year 2003, \$29,650 in calendar year 2002, and \$29,780 in calendar year 2001.

DIR also indicates that since the inception of the educational institution refund mechanism in 2000, there have been \$1,380,120 in penalties assessed against such institutions. Of that assessed amount, \$91,543 has been refunded to date.

PRIOR LEGISLATION :

This bill is identical to AB 796 (Bogh) from 2003-2004. That bill passed this Committee on a unanimous vote but was held under submission by the Assembly Committee on Appropriations.

-

---

REGISTERED SUPPORT / OPPOSITION :

Support

Alameda County Fire Department  
Big Bear City Community Services District  
California Fire Chiefs Association (CoSponsor)

---

AB 186

Page 4

California Professional Firefighters (CoSponsor)  
City of Corona Fire Department  
City of Milpitas Fire Department  
City of Modesto Fire Department  
City of Roseville Fire Department  
City of Santa Fe Springs Fire Department  
City of West Sacramento Fire Department  
City of Yuba City Fire Department  
Fire Districts of California  
Lake Valley Fire Protection District  
North County Fire Authority  
Novato Fire Protection District  
Office of the Mayor, City of Pasadena  
Peace Officers Research Association of California  
Placer Consolidated Fire Protection District  
San Ramon Valley Fire Protection District  
Town of Corte Madera Fire Department

Opposition

None on file.

Analysis Prepared by : Ben Ebbink / L. & E. / (916) 319-2091

**EXHIBIT B-2**

AB 186  
Page 1

Date of Hearing: April 20, 2005

ASSEMBLY COMMITTEE ON APPROPRIATIONS  
Judy Chu, Chair

AB 186 (Bogh) - As Introduced: January 25, 2005

Policy Committee: Labor and  
Employment Vote: 8-0

Urgency: No State Mandated Local Program:  
No Reimbursable:

SUMMARY

This bill authorizes public police and fire departments and the California Department of Forestry and Fire Protection (CDF) to apply for refunds of civil penalties assessed for occupational health and safety violations. Specifically, this bill:

- 1) Requires that civil and administrative penalties assessed against public police and fire departments be deposited into the Workers' Compensation Administration Revolving Fund.
- 2) Authorizes a public police or city, county or special district fire department to apply for a refund of its penalty where all of the following conditions are met:
  - a) All conditions previously cited have been abated;
  - b) The department had abated any other outstanding citations; and
  - c) The department has not been cited for a serious violation within two years of the date of the original violation.
- 3) Provides that penalties imposed on a fire department that are not applied for within two and one-half years shall be allocated to the California Firefighter Joint Apprenticeship Program for the purpose of establishing and maintaining effective occupational injury and illness prevention programs.
- 4) Provides that penalties imposed on a police department that

AB 186  
Page 2

are not applied for within two and one-half years shall be allocated to the Office of Criminal Justice Planning, or any succeeding agency, for the purpose of establishing and maintaining effective occupational injury and illness prevention programs.

- 5) Specifies that these provisions do not apply to that portion of any civil or administrative penalty that is distributed directly to an aggrieved employee or employees pursuant to the provisions of the "Labor Code Private Attorneys General Act of 2004."

FISCAL EFFECT

Unknown state General Fund loss of penalty revenues; possibly in excess of \$150,000 annually.

COMMENTS

1)Background . The Cal/OSHA Program is responsible for enforcing California laws and regulations pertaining to workplace safety and health and for providing assistance to employers and workers about workplace safety and health issues. AB 1127 (Steinberg), Chapter 615 of 1999, repealed the exemption for governmental entities from the imposition of Cal/OSHA civil penalties, thereby treating governmental entities the same as private employers for purposes of Cal/OSHA penalties. AB 1127 included a provision that permits educational entities to apply for a refund of Cal/OSHA penalties if the previously cited condition has been abated, any other outstanding citations have been abated, and there have been no citations for serious violations for a period of two years.

2)Purpose . This bill, co-sponsored by the California Fire Chiefs Association and the California Professional Firefighters, would establish a similar refund mechanism for public police and fire departments and the state Department of Forestry and Fire Protection.

3)Prior Legislation . This bill is identical to AB 796 (Bogh) of 2004, which was held under submission in this committee.

Analysis Prepared by : Stephen Shea / APPR. / (916) 319-2081

**EXHIBIT B-3**

ASSEMBLY THIRD READING  
AB 186 (Bogh)  
As Introduced January 25, 2005  
Majority vote

LABOR & EMPLOYMENT      8-0      APPROPRIATIONS  
(vote not available)

Ayes:   Koretz, Nakanishi, Chan,		
Chu, Houston, Klehs,		
Laird, Leno		

SUMMARY : Establishes a refund mechanism for workplace safety penalties imposed against public police departments, fire departments, and the California Department of Forestry and Fire Protection. Specifically, this bill :

- 1) Requires that civil and administrative penalties assessed against a public police department, a city, county or special district fire department, or the California Department of Forestry and Fire Protection, be deposited into the Workers' Compensation Administration Revolving Fund.
- 2) Authorizes the aforementioned entities to apply for a refund of such penalties where all of the following conditions are met:
  - a) All conditions previously cited have been abated;
  - b) The department had abated any other outstanding citations; and,
  - c) The department has not been cited for a serious violation within two years of the date of the original violation.
- 1) Provides that penalties imposed on a fire department that are not applied for within two and one-half years of the original violation shall be allocated to the California Firefighter Joint Apprenticeship Program for the purpose of establishing and maintaining effective occupational injury and illness

prevention programs.

- 2) Provides that penalties imposed on a police department that are not applied for within two and one-half years of the original violation shall be allocated to the Office of Criminal Justice Planning, or any succeeding agency, for the purpose of establishing and maintaining effective occupational injury and illness prevention programs.
- 3) Specifies that these provisions do not apply to that portion of any civil or administrative penalty that is distributed directly to an aggrieved employee or employees pursuant to the provisions of the "Labor Code Private attorneys General Act of 2004."

EXISTING LAW provides for the imposition of civil and administrative penalties against public or private employers for violations of laws and orders relating to safety in employment. However, current law authorizes specified educational entities to apply for a refund of such penalties if the previously cited condition has been abated, any other outstanding citations have been abated, and there have been no citations for serious violations for a period of two years.

FISCAL EFFECT : According to the Assembly Committee on Appropriations, unknown state General Fund loss of penalty revenues, possibly in excess of \$150,000 annually.

COMMENTS : Prior to 2000, the Labor Code contained a statutory exemption for governmental entities from the imposition of Cal/OSHA civil penalties. However, AB 1127 (Steinberg), Chapter 615, Statutes of 1999, repealed that exemption, thereby treating governmental entities the same as private employers for purposes



of Cal/OSHA penalties.

AB 1127 also contained a limited carve-out for specified educational entities and institutions. Under that provision, educational entities may apply for a refund of Cal/OSHA penalties if the previously cited condition has been abated, any other outstanding citations have been abated, and there have been no citations for serious violations for a period of two years.

AB 186, sponsored by the California Fire Chiefs Association,

AB 186

Page 3

would establish a similar refund mechanism for public police and fire departments, and the Department of Forestry and Fire Protection.

Supporters, including local governments and public fire departments, argue that passage of this bill will contribute to a safer workplace for public safety employees. In addition, it will eliminate an unnecessary negative financial impact on public safety operational revenues. These revenues are essential to provide the highest level of public safety services possible to the citizens of California.

According to the Department of Industrial Relations (DIR), penalties assessed against public police departments totaled \$ 6,000 in calendar year 2004, \$38,845 in calendar year 2003, \$68,465 in calendar year 2002, and \$68,065 in calendar year 2001. Penalties assessed against public fire departments totaled \$70,940 in calendar year 2004, \$50,265 in calendar year 2003, \$29,650 in calendar year 2002, and \$29,780 in calendar year 2001.

DIR also indicates that since the inception of the educational institution refund mechanism in 2000, there have been \$1,380,120 in penalties assessed against such institutions. Of that assessed amount, \$91,543 has been refunded to date.

This bill is identical to AB 796 (Bogh) from 2003-2004 which was held under submission by the Assembly Committee on Appropriations.

Analysis Prepared by : Ben Ebbink / L. & E. / (916) 319-2091

FN: 0010516

**EXHIBIT B-4**

Senate Committee on Labor and Industrial Relations  
Richard Alarcon, Chair

Date of Hearing: June 22, 2005      2005-2006 Regular  
Session  
Consultant: Nick Hardeman      Fiscal: Yes  
Urgency: No

Bill No: AB 186  
Author: Bogh  
Version: January 25, 2005

Subject:

Occupational Safety and Health: Fines.

Purpose:

Establishes a refund mechanism for workplace safety penalties imposed against public police departments, fire departments, and the California Department of Forestry and Fire Prevention.

Analysis:

Existing Law provides a framework for a safe and healthy workplace in the Department of Industrial Relations (DIR) through the California Occupational Safety and Health Act (Cal-OSHA) in the adoption and enforcement of standards.

Existing law provides for the imposition of civil and administrative penalties against public or private employers for violations of laws and orders relating to safety in employment.

However, current law authorizes specified educational entities to apply for a refund of such penalties if the previously cited condition has been abated, any other outstanding citations have been abated, and there have been no citations for serious violations for a period of two years.

The money from refunds, which are not applied for within two years and six months of the time of the original violation are expended to assist schools in establishing

effective occupational injury and illness prevention programs.

This Bill requires that civil and administrative penalties assessed against a public police department, a city, county or special district fire department, or the California Department of Forestry and Fire Protection, be deposited into the Workers' Compensation Administration Revolving Fund. \_

2) Authorizes the aforementioned entities to apply for a refund of such penalties where all of the following conditions are met: a) All conditions previously cited have been abated; b) The department had abated any other outstanding citations; and c) The department has not been cited for a serious violation within two years of the date of the original violation.

3) Provides that penalties imposed on a fire department that are not applied for within two and one-half years of the original violation shall be allocated to the California Firefighter Joint Apprenticeship Program for the purpose of establishing and maintaining effective occupational injury and illness prevention programs.

4) Provides that penalties imposed on a police department that are not applied for within two and one-half years of the original violation shall be allocated to the Office of Criminal Justice Planning, or any succeeding agency, for the purpose of establishing and maintaining effective occupational injury and illness prevention programs.

5) Specifies that these provisions do not apply to that portion of any civil or administrative penalty that is distributed directly to an aggrieved employee or employees  
 Hearing Date: June 22, 2005 AB  
186

Consultant: Nick Hardeman  
 Page 2

Senate Committee on Labor and Industrial Relations

pursuant to the provisions of the "Labor Code Private attorneys General Act of 2004."

Comments:

1) Fines: According to the Department of Industrial Relations (DIR), penalties assessed against public police departments totaled \$ 6,000 in calendar year 2004, \$38,845 in calendar year 2003, \$68,465 in calendar year 2002, and \$68,065 in calendar year 2001. Penalties assessed against public fire departments totaled \$70,940 in calendar year 2004, \$50,265 in calendar year 2003, \$29,650 in calendar year 2002, and \$29,780 in calendar year 2001.

DIR also indicates that since the inception of the educational institution refund mechanism in 2000, there have been \$1,380,120 in penalties assessed against such institutions. Of that assessed amount, \$91,543 has been refunded to date.

2) Proponents, including the Department of Forestry and Fire Protection, the California Fire Chiefs Association, local governments, and public fire departments, argue that passage of this bill will contribute to a safer workplace for public safety employees. In addition, it will eliminate an unnecessary negative financial impact on public safety operational revenues. These revenues are essential to provide the highest level of public safety services possible to the citizens of California.

3) Opponents : None

4) Prior Legislation : AB 1127 (Steinberg), Chapter # 615, Statutes of 1999, repealed a statutory exemption for governmental entities from the imposition of Cal/OSHA civil penalties, thereby treating governmental entities the same as private employers for purposes of Cal/OSHA penalties. AB 1127 also contained a limited carve-out for specified  
 Hearing Date: June 22, 2005 AB  
186

Consultant: Nick Hardeman  
 Page 3

Senate Committee on Labor and Industrial Relations

educational entities and institutions. Under that provision, educational entities may apply for a refund of Cal/OSHA penalties if the previously cited condition has been abated, any other outstanding citations have been abated, and there have been no citations for serious violations for a period of two years.

Support:

California Professional Firefighters (co-sponsor)  
 City of Culver City  
 Peace Officers Research Association of California  
 California Fire Chiefs Association  
 Fire Districts of California  
 League of CA Cities  
 City of Corona Fire Department  
 City of Milpitas  
 Roseville Fire Department  
 Pasadena Fire Department  
 Santa Fe Springs Fire Department  
 West Sacramento Fire Department  
 Alameda County Fire Department

San Ramon Valley Fire Protection District  
Corte Madera Fire Department  
Big Bear City Fire Department  
Modesto Fire Department

Opposition:

None known.

\* \* \*

Hearing Date: June 22, 2005

AB

186

Consultant: Nick Hardeman

Page 4

Senate Committee on Labor and Industrial Relations

**EXHIBIT B-5**

SENATE RULES COMMITTEE	AB 186
Office of Senate Floor Analyses	
1020 N Street, Suite 524	
(916) 445-6614 Fax: (916)	
327-4478	

THIRD READING

Bill No: AB 186  
 Author: Bogh (R), et al  
 Amended: As introduced  
 Vote: 21

SEN. LABOR & INDUSTRIAL RELATIONS COMMITTEE : 7-0, 6/22/05  
 AYES: Alarcon, Campbell, Ackerman, Dunn, Kuehl, Lowenthal, Runner

SENATE APPROPRIATIONS COMMITTEE : Senate Rule 28.8

ASSEMBLY FLOOR : 78-0, 5/31/05 - See last page for vote

SUBJECT : Occupational safety and health: fines

SOURCE : California Professional Firefighters  
 California Fire Chiefs Association

DIGEST : This bill establishes a refund mechanism for workplace safety penalties imposed against public police departments, and the Department of Forestry and Fire Protection.

ANALYSIS : Existing law provides a framework for a safe and healthy workplace in the Department of Industrial Relations (DIR) through the California Occupational Safety and Health Act (Cal-OSHA) in the adoption and enforcement of standards.

Existing law provides for the imposition of civil and  
 CONTINUED

AB 186  
 Page

2

administrative penalties against public or private employers for violations of laws and orders relating to safety in employment.

However, current law authorizes specified educational entities to apply for a refund of such penalties if the previously cited condition has been abated, any other outstanding citations have been abated, and there have been no citations for serious violations for a period of two years.

The money from refunds, which are not applied for within two years and six months of the time of the original violation are expended to assist schools in establishing effective occupational injury and illness prevention programs.

This bill:

- 1.Requires that civil and administrative penalties assessed against a public police department, a city, county or special district fire department, or the California Department of Forestry and Fire Protection, be deposited into the Workers' Compensation Administration Revolving Fund.
- 2.Authorizes the aforementioned entities to apply for a refund of such penalties where all of the following conditions are met:
  - A. All conditions previously cited have been abated.
  - B. The department had abated any other outstanding citations.

C. The department has not been cited for a serious violation within two years of the date of the original violation.

3.Provides that penalties imposed on a fire department that are not applied for within two and one-half years of the original violation shall be allocated to the California Firefighter Joint Apprenticeship Program for the purpose of establishing and maintaining effective occupational

AB 186  
Page

3

injury and illness prevention programs.

4.Provides that penalties imposed on a police department that are not applied for within two and one-half years of the original violation shall be allocated to the Office of Criminal Justice Planning, or any succeeding agency, for the purpose of establishing and maintaining effective occupational injury and illness prevention programs.

5.Specifies that these provisions do not apply to that portion of any civil or administrative penalty that is distributed directly to an aggrieved employee or employees pursuant to the provisions of the "Labor Code Private attorneys General Act of 2004."

Comments

Fines . According to DIR, penalties assessed against public police departments totaled \$ 6,000 in calendar year 2004, \$38,845 in calendar year 2003, \$68,465 in calendar year 2002, and \$68,065 in calendar year 2001. Penalties assessed against public fire departments totaled \$70,940 in calendar year 2004, \$50,265 in calendar year 2003, \$29,650 in calendar year 2002, and \$29,780 in calendar year 2001.

DIR also indicates that since the inception of the educational institution refund mechanism in 2000, there have been \$1,380,120 in penalties assessed against such institutions. Of that assessed amount, \$91,543 has been refunded to date.

Prior Legislation

AB 1127 (Steinberg), Chapter 615, Statutes of 1999 . Repealed a statutory exemption for governmental entities from the imposition of Cal/OSHA civil penalties, thereby treating governmental entities the same as private employers for purposes of Cal/OSHA penalties. AB 1127 also contained a limited carve-out for specified educational entities and institutions. Under that provision, educational entities may apply for a refund of Cal/OSHA penalties if the previously cited condition has been abated, any other outstanding citations have been abated, and there have been no citations for serious violations for

AB 186  
Page

4

a period of two years. \_

FISCAL EFFECT : Appropriation: No Fiscal Com.: Yes  
Local: No

SUPPORT : (Verified 7/12/05)

- California Professional Firefighters Association (co-source)
- California Fire Chiefs Association (co-source)
- City of Culver City
- Peace Officers Research Association of California
- California Fire Chiefs Association
- Fire Districts of California
- League of CA Cities
- City of Corona Fire Department
- City of Milpitas
- Roseville Fire Department
- Pasadena Fire Department
- Santa Fe Springs Fire Department
- West Sacramento Fire Department
- Alameda County Fire Department



San Ramon Valley Fire Protection District  
Corte Madera Fire Department  
Big Bear City Fire Department  
Modesto Fire Department  
Orange County Fire Authority

ARGUMENTS IN SUPPORT : Proponents, including the Department of Forestry and Fire Protection, the California Fire Chiefs Association, local governments, and public fire departments, argue that passage of this bill will contribute to a safer workplace for public safety employees. In addition, it will eliminate an unnecessary negative financial impact on public safety operational revenues. These revenues are essential to provide the highest level of public safety services possible to the citizens of California.

ASSEMBLY FLOOR :  
AYES: Aghazarian, Arambula, Baca, Bass, Benoit, Berg, Bermudez, Blakeslee, Bogh, Calderon, Canciamilla, Chan, Chavez, Chu, Cogdill, Cohn, Coto, Daucher, De La Torre,

DeVore, Dymally, Emmerson, Evans, Frommer, Garcia, Hancock, Harman, Haynes, Jerome Horton, Shirley Horton, Houston, Huff, Jones, Karnette, Keene, Klehs, Koretz, La Malfa, La Suer, Laird, Leno, Leslie, Levine, Lieber, Liu, Matthews, Maze, McCarthy, Montanez, Mountjoy, Mullin, Nakanishi, Nation, Nava, Negrete McLeod, Niello, Oropeza, Parra, Pavley, Plescia, Richman, Ridley-Thomas, Sharon Runner, Ruskin, Saldana, Salinas, Spitzer, Strickland, Torrico, Tran, Umberg, Vargas, Villines, Walters, Wolk, Wyland, Yee, Nunez  
NO VOTE RECORDED: Goldberg, Gordon

NC:cm 7/12/05 Senate Floor Analyses

SUPPORT/OPPOSITION: SEE ABOVE

\*\*\*\* END \*\*\*\*

# EXHIBIT C

2001

# Legislative Summary for the year 2001

Assembly Committee on Labor and Employment

Follow this and additional works at: [http://digitalcommons.law.ggu.edu/caldocs\\_assembly](http://digitalcommons.law.ggu.edu/caldocs_assembly)



Part of the [Legislation Commons](#)

---

## Recommended Citation

Assembly Committee on Labor and Employment, "Legislative Summary for the year 2001" (2001). *California Assembly*. Paper 444.  
[http://digitalcommons.law.ggu.edu/caldocs\\_assembly/444](http://digitalcommons.law.ggu.edu/caldocs_assembly/444)

This Committee Report is brought to you for free and open access by the California Documents at GGU Law Digital Commons. It has been accepted for inclusion in California Assembly by an authorized administrator of GGU Law Digital Commons. For more information, please contact [jfischer@ggu.edu](mailto:jfischer@ggu.edu).

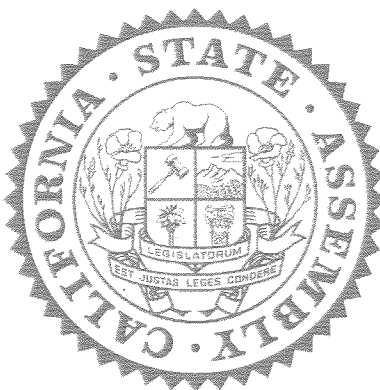
# ASSEMBLY COMMITTEE ON LABOR AND EMPLOYMENT

PAUL KORETZ  
CHAIR

STATE DEPOSITORY  
LAW LIBRARY

MAR 12 2002

GOLDEN GATE UNIVERSITY



## *LEGISLATIVE SUMMARY* *FOR THE YEAR 2001*

*Members:*

Gloria Negrete McLeod (Vice Chair)  
Jackie Goldberg  
Carole Migden  
Dennis Mountjoy  
Anthony Pescetti  
Kevin Shelley

KFC  
556  
.A3692  
C34  
2001



ASSEMBLY COMMITTEE  
ON LABOR AND EMPLOYMENT

PAUL KORETZ, CHAIR  
ASSEMBLYMEMBER, FORTY-SECOND DISTRICT

October 26, 2001

STATE OF CALIFORNIA  
MAY 14 2002  
GOLDEN CALIFORNIA UNIVERSITY

Dear Friends:

As Chair of the Assembly Committee on Labor and Employment, I am proud to submit my first annual report of legislation for the year 2001. The Committee heard many significant labor and employment bills this year.

The Committee's responsibility is not limited to evaluating and voting on new labor and employment legislation, but also includes oversight of the state's implementation and enforcement of existing labor and employment laws. The Committee held oversight hearings on labor law enforcement by the Department of Industrial Relations in four industries: agriculture, construction, garment, and janitorial. We gathered testimony and documentary evidence from labor, management, and agency officials. These hearings have raised significant concerns about the lack of enforcement of existing laws, and therefore I expect the Committee's oversight process to be ongoing.

As Chair, I also worked hard in the budget process this year to increase labor law enforcement resources. Those efforts resulted in a budget augmentation of \$2 million. That progress is now threatened by new cuts resulting from a growing state budget shortfall. One of the Legislature's key challenges this year is to find new ways to strengthen the enforcement of our labor and employment laws in the face of such limited resources. I look forward to tackling that challenge with the help of labor groups, employer groups and others who recognize that workers, businesses, and the taxpayers all lose when legitimate employers are competing against those employers who cheat workers and taxpayers.

Many of the bills listed in the 2001 report are still pending before the Legislature. Some of these will move through the Legislative process during the second year of the two-year session. Beginning in January, new bills will be introduced as well. I encourage all interested persons to participate in the Committee's hearing process. Such involvement is vital to our work in developing sound labor and employment relations policy for the people of California.

The report briefly describes the year 2001 bills, separated by subject matter. We have also included for your information an index by subject matter/results, and the Governor's veto messages. For the full text of all versions of any bill, committee analyses, and history including

votes, please go to the Assembly's web page at [www.assembly.ca.gov](http://www.assembly.ca.gov) and click on "legislation."  
If you need additional information, please contact me or the Committee staff at (916) 319-2091.

Sincerely,

A handwritten signature in black ink that reads "Paul Koretz". The signature is written in a cursive, flowing style with a large initial "P" and "K".

Paul Koretz  
Chairman, Labor and Employment

# TABLE OF CONTENTS

<b>WAGES AND HOURS</b>	<b>Page 1</b>
<b>LABOR STANDARDS ENFORCEMENT</b>	<b>Page 5</b>
<b>EMPLOYMENT RIGHTS</b>	<b>Page 15</b>
<b>OCCUPATIONAL SAFETY AND HEALTH</b>	<b>Page 22</b>
<b>PUBLIC WORKS AND PREVAILING WAGE</b>	<b>Page 25</b>
<b>JOB TRAINING</b>	<b>Page 26</b>
<b>MISCELLANEOUS</b>	<b>Page 27</b>
<b>BENEFITS</b>	<b>Page 30</b>
<b>GOVERNOR'S VETOES</b>	<b>Page 31</b>
<b>BILL INDEX BY SUBJECT AND STATUS</b>	<b>Page 39</b>

# Wages and Hours

The Committee's principal wage and hour bill in 2001 is AB 1675 (Koretz), which relates to the wages and working conditions of sheepherders. The enactment of this bill, along with the action of the Industrial Welfare Commission, will begin to bring basic labor law protections to sheepherders, who have historically been omitted from protections established for workers in other industries.

## **AB 1675      Koretz                      Sheepherders**

AB 1675 codifies a sheepherder minimum wage adopted by the Industrial Welfare Commission (IWC) and requires future increases in sheepherder minimum wages based on the percentage of future increases in the state minimum wage. AB 1675 also includes sheepherders under several of the provisions of Wage Order 14 of the Industrial Welfare Commission (IWC), which are applicable to farm workers, but not sheepherders. These include the provision of necessary tools and equipment; and meal periods and rest periods, as specified. This bill also requires specified improvements in mobile housing (sheep camps), which are common in the industry and lack basic standards according to the sponsors. AB 1675:

- 1) Provides that a sheep herder employed on a regularly scheduled 24-hour shift on a seven-day-a-week basis shall be paid a monthly minimum wage as provided in Wage Order 14-2001 (WO 14), adopted by the Industrial Welfare Commission (IWC). Provides that the monthly minimum wage established under the WO 14 shall be increased by same percentage that the state minimum wage is increased. Specifies that the wages for any non-shepherding work shall be paid under the applicable WO on a workweek basis.
- 2) Requires an employer to provide necessary tools or equipment, as specified, unless the sheepherder earns more than two times the minimum wage established for sheepherders. This provision is based on Section 9 of WO 14.
- 3) Requires a 30-minute meal period for a work period of more than five hours except where such a meal period cannot reasonably be provided, as specified. This is based on Section 11 of WO 14. Provides, to the extent practicable, for a rest period of ten minutes per four hours of work. This provision is based on Section 12 of WO 14.
- 4) Provides that when the nature of the work reasonably permits the use of seats, suitable seats shall be provided for sheepherders working on or at a machine. This provision is based on Section 13 of Wage Order 14.
- 5) Provides that in cases where a sheepherder is lodged in a mobile housing unit where there is practicable access for mobile housing units, the housing shall include toilets, heating, inside lighting, hot and cold water, adequate cooking facilities and utensils; and, a working refrigerator.



- 6) Provides that all shepherders shall be provided with regular mail service, a means of communication through telephone or radio, as specified, visitor access to the housing, and upon request and to the extent practicable, access to transportation to and from the nearest locale where shopping, medical or cultural facilities and services are available on a weekly basis. Provides that telephone or radio communications are solely for use in a medical emergency or for an emergency relating to the herding operation. Authorizes the employer to provide addition means of communication where such devices are inoperable. This provision is based on, but significantly varies from, Section 14 of WO 14 as amended April 24, 2001.
- 7) Requires posting of specified information about rights under this bill in a language understood by the shepherd, or where this is impractical, requires the employer to make a copy available to every shepherd upon request. This provision is based on Section 20 of WO 14.
- 8) Provides for an initial civil penalty of \$50 per worker for each pay period for a violation of these requirements. This amount increases to \$100 for subsequent violations. This provision is based on Section 18 of WO 14, which contains similar penalties specifically applicable to wage violations.

Supporters argued that shepherders are deprived of basic minimum wages and protections, which are available to other workers in California under WO 14, which covers agricultural workers. Opponents argued that the industry is suffering economically, is competing with other lower wage sheep production areas, and cannot afford these requirements.

### 2001 Bills

**AB 181          Koretz                  Minimum Wage**

This bill, which would be known as the Living Wage Act, would require the Industrial Welfare Commission to establish the hourly minimum wage at not less than \$7.25 effective January 1, 2003, \$7.75 effective January 1, 2004, \$8.25 effective January 1, 2005 and \$8.75 effective January 1, 2006. Thereafter, the bill would require the commission to adjust the minimum wage annually, as specified to maintain employee purchasing power.

*Status: Two-year bill, Assembly Committee on Labor and Employment.*

**AB 1028          John Campbell          Legislative Employees**

Provides that employees of the Legislature shall have the same rights in respect to wages, hours, and all other conditions of employment as are applicable under the laws of California to persons employed in the private sector. All employment-related laws applicable to private-sector employers shall apply to the houses of the Legislature.

*Status: Two-year bill, Assembly Rules Committee.*

**AB 1404**      **Cox**

**Working Hours: flexible schedules**

Allows certain individual health care workers to adopt an alternative workweek schedule with the consent of the employer. Permits the establishment of an alternative workweek for individual home health care or hospice employees without complying with existing procedural requirements. Such employees could adopt an alternative workweek of up to twelve hours a day within a 40-hour week, with employer consent, provided that the employee is guaranteed a base salary.

*Status: Two-year bill, failed in the Assembly Committee on Labor and Employment, reconsideration granted.*

**AB 1456**      **Briggs**

**Minimum Wage: determination by county**

Requires the Industrial Welfare Commission (Commission) to reduce the minimum wage in high unemployment rate counties based on a specified formula. Requires the Commission to adjust the minimum wage for each county in accordance with its then current unemployment rate by dividing the state minimum wage by one plus the amount by which the county's unemployment rate, expressed as a decimal, exceeds the statewide average unemployment rate. Provides that the state minimum wage established by the Commission applies in counties where the unemployment rate is less than the statewide average unemployment rate. Provides that in no event may a county minimum wage be less than the wage established by Labor Code Section 1182.11, which is \$5.75 per hour.

*Status: Dead bill.*

**AB 1675**      **Koretz**

**Shepherders**

See discussion above.

*Status: Chapter # 948, Statutes of 2001.*

**AB 1677**      **Koretz**

**Exempt Employees**

AB 1677, as amended in the Senate, amends several provisions of the Labor Code related to wages and hours. It amends Labor Code §515 to allow an executive, administrative, or professional employee who is exempt from overtime compensation to remain exempt under specified circumstances although the employee is subject to a weeklong furlough resulting in a pro rate reduction of the employee's monthly salary, as specified. The bill also provides for meal and rest breaks for commercial drivers employed by public agencies. It codifies the definition of "hours worked" under the recent Supreme Court decision. It also prohibits deduction of wages by employer for cashing employee's paycheck and adopts a technical amendment to SB 1208 (Romero - 2001). The bill also requires the appointment of a previously authorized garment advisory committee to advise the Labor Commissioner.

*Status: Two-year bill, Senate Inactive File.*

**SB 360          Machado                      State Employees: wages**

This bill provides that wages earned by state employees for labor performed in excess of the normal work period be paid no later than the next regular payroll period.

*Status: Two-year bill, Assembly Inactive File.*

**SB 912          Chesbro                      Employment of Minors: agricultural packing plants**

This bill (a) extends the sunset date for Lake County agricultural packing plants to employ minors 16 and 17 years of age up to 60 hours per week during non-school periods, and (b) requires specified reports and inspections.

*Status: Chapter # 345, Statutes of 2001.*

**SB 1027        Romero                      Overtime Requirements: health care employees**

This bill prohibits compulsory overtime for registered nurses or health care industry employees after the conclusion of the employee's applicable daily work schedule and after 40 hours in a workweek, except during a federal, state, or county declaration of emergency, or if an unanticipated and nonrecurring catastrophic event occurs in the community served by that health care facility.

*Status: Two-year bill, Senate Inactive File.*

**SB 1159        Polanco                      Labor Standards: meal and rest periods**

This bill provided that the provisions of all orders of the Industrial Welfare Commission regulating meal periods and rest periods of employees shall apply to employees of any public institution that issues doctorate degrees in health care professions, including, but not limited to, medicine and dentistry, who are employed as nurses, medical center employees and employees of health clinics. Provides that nothing in this bill shall be construed to exempt the University of California (UC) from the provisions of any order of the Commission otherwise applicable to it.

*Status: Vetoed by Governor Gray Davis.*

**SB 1208        Romero                      Working Hours: overtime exemption**

This bill exempts physicians from premium overtime pay requirements and clarifies provisions of AB 60 (Knox), Chapter 134, Statutes of 1999, with respect to the exclusion of an employee covered by a qualified collective bargaining agreement from specified statutory requirements.

*Status: Chapter # 148, Statutes of 2001.*

# Labor Standards Enforcement

In 2001, the Committee focused significant attention on issues related to the enforcement of labor standards, especially in industries with a history of underground economic activities. In addition to the new legislation discussed below, the Committee held oversight hearings on labor law enforcement by the Department of Industrial Relations in four industries: agriculture, construction, garment, and janitorial. The enforcement hearings, held in conjunction with Budget Subcommittee No. 4 (Nakano), documented significant concerns about the lack of enforcement of existing laws, including a lack of enforcement resources. In response to the Committees' work, the Legislature augmented the budget of the Department of Industrial Relations (Department) by \$5 million for wage and hour law enforcement. The Governor reduced that augmentation to \$2 million.

The budget process documented the need for and feasibility of a new computer system to track labor law violations in California and to improve efficiency in the Department's labor law enforcement efforts. The Committee has a bill, AB 1676, to establish such a system. It is pending in the Senate.

**New Legislation and Committee Action in Four Industries.** In 2001, the Committee passed important new enforcement-related bills for the protection of farmworkers, horse track backstretch workers, and janitors. These bills were signed into law. This contrasts sharply with 2000, when the Committee passed similar measures, each of which was vetoed. Two key farmworker measures are AB 423 (Hertzberg) and SB 1125 (Burton). The backstretch workers bill is AB 856 (Wesson). The janitorial bill is SB 20 (Alarcon).

## 1. Garment Industry

The California garment industry, which is centered in Los Angeles, is the largest in the United States. Figures compiled by the Employment Development Department (EDD) indicate that the number of garment employers in California doubled between 1982 and 1999 and the number of employees increased by 45%. The workforce is largely composed of Latino and Asian immigrant workers. The majorities are women.

The history of widespread labor law violations in the garment industry has prompted legislation and enforcement initiatives in California. The legislation includes the 1980 enactment of the garment manufacturers' registration law, and the 1999 enactment of the garment workers' wage guarantee law (AB 633). On three occasions between 1980 and 1999, the legislature enacted civil joint liability bills, which were vetoed by Governors Deukmejian and Wilson. The state enforcement initiatives have included the Concentrated Enforcement Program (CEP) (1977-83), the Targeted Industry Partnership Program (TIPP) (1992-present), and the Joint Enforcement Strike Force on the Underground Economy (1994-present). However, widespread labor law violations in the industry have continued, and appear to be getting worse rather than better in recent years.

In the year 2000, only 33% of garment firms in Los Angeles were found to be in compliance with federal minimum wage and overtime laws according to the U.S. Department of Labor in its Garment Industry Compliance Survey. This is 6 % less than in 1996 and 1998. The Survey involves registered garment shops. Unregistered shops are likely to be worse. The Survey also reported that in Los Angeles, only 46% of the garment companies were in compliance with minimum wage laws. Yet, the state's TIPP program issued only five minimum wage citations in the garment industry in 1999. Other garment industry enforcement activities including inspections and citations have also declined in recent years according to data provided to the Committee by the agency.

In 1999, California enacted AB 633 (Steinberg), the most significant California garment legislation since the 1980 registration act. AB 633 provides garment workers with an expedited wage claim procedure at the Labor Commissioner's office. Under AB 633, workers who are owed wages have a claim under this process not only against the contractor who employed them, but the manufacturers for whom the contractor is producing apparel. AB 633 classifies the manufacturers as wage guarantors for the workers' wages. AB 633 also increases garment manufacturing registration fees to fund the Labor Commissioner's program.

However, the Committee has learned that significant problems have arisen in implementation of AB 633. The Committee held an oversight hearing on July 26<sup>th</sup> in Los Angeles. At the hearing, witnesses raised significant concerns about the implementation of the new statute including problems identifying guarantors for the workers' wage claims, failure to collect wages owed, lack of bilingual materials, and the inadequate capacity of the agency to follow up on an individual wage claim to collect the wages of other workers employed by the same contractor. The proposed AB 633 implementing regulations were not issued until the Committee held its July 26<sup>th</sup> hearing. By the time the final regulations are adopted, nearly two years will have elapsed since the statute went into effect.

The Committee is continuing to follow developments in this area. For that purpose, it has requested quarterly progress reports from the Department detailing its activities. Persons interested in obtaining hearing materials should contact the Committee.

## **2. Agriculture**

The Committee conducted a May oversight hearing concerning labor law enforcement in Agriculture, and it passed significant legislation on this subject. At the hearing, the Committee was informed that there are 36,753 agricultural employers in California according to the Employment Development Department. This is an increase of 11% since 1983. The Bureau of Field Enforcement (BOFE) inspects agricultural employers at an average rate of 596 employers per year (1995-2000). At that pace it will take 62 years to inspect each employer once.

Data provided to the Committees by BOFE shows a trend of less inspections, citations, penalties collected, and wages recovered. For example, in 2000, the number of citations issued (87) was the lowest in six years. The amount of wages recovered (\$199,106) in 2000 was significantly lower than the last reported year. In 1997, \$411,934 in wages were recovered. Penalty collections were also reported at a six-year low.

The Committee heard significant legislation concerning failure to pay minimum wage and other wage violations in the agricultural industry. Much of the focus was on farm labor contractors (FLCs). In 2000, the Committee passed and the Legislature approved AB 2862 (Romero) which established a license verification system, and significant criminal penalties for wage violations. The bill was vetoed by the Governor, who expressed support for the concept, but expressed concern about some of the criminal penalty provisions. In 2001, the Committee passed a similar measure, AB 423 (Hertzberg), which was later signed into law.

**AB 423 (Hertzberg)** establishes a system for the verification of farm labor contractor (FLC) licenses including a Verification Unit at the Department of Industrial Relations (DIR). It specifies the duties of growers and FLCs to obtain copies of licenses and to use the verification system to determine if they are valid. It also revises criminal penalties (fines) for specified wage violations, and establishes a program of state and local enforcement units to prosecute such cases.

This bill, sponsored by the United Farm Workers of America, AFL-CIO, focuses on the problem of wage payment violations by FLCs. The text of this bill, as introduced, was contained in AB 2862 (Romero) of 2000, which was vetoed. The Governor's veto message indicated that he would sign legislation that incorporated all of the provisions in the bill, but with stiff civil penalties in place of criminal sanctions for employers who knowingly violate the law. As enacted, AB 423 deletes the provision for mandatory jail time upon a third conviction and other provisions increasing jail time upon conviction. Instead, it increases the fines upon conviction under the bill. AB 423:

- 1) Establishes an affirmative obligation of a grower, as defined, to inspect, copy, and verify the license of a person contracted as a FLC. Establishes the duty and a procedure for a grower to verify a FLC license by contacting within specified timelines a license verification unit to be established by the Labor Commissioner (LC). Establishes a similar duty for an FLC to inspect the license of persons, as specified, contracted by the FLC.
- 2) Requires the LC to establish and maintain a Farm Labor Contractor License Verification Unit (Verification Unit), no later than July 1, 2002, to certify, upon the request of a grower or FLC, the status of a state license issued to a FLC, and to provide a unique verification number to the requestor. The obligation to verify licenses and related penalties do not apply until three months after the verification unit becomes operational as certified by the State Auditor, and may be suspended if the system becomes inoperable.

- 3) Requires a FLC whose license is not renewed to notify a grower within three days and provides that it is a misdemeanor for a person whose license was suspended or revoked to act as a FLC.
- 4) Specifies the duties of a FLC to ensure that every person who is performing farm labor contracting activities on behalf of the FLC has obtained a license. Provides that a FLC is responsible for specified labor law violations committed by his or her employee.
- 5) Provides that any grower, FLC, or other person as specified who knowingly and willfully fails to pay, or causes the failure to pay, wages, as specified, is guilty of a misdemeanor. Provides a minimum fine upon a second conviction of \$10,000. The minimum fine upon a third conviction is \$25,000.
- 6) Provides for other sanctions under specified statutes, and requires the LC to revoke the defendant's license for a specified period upon conviction. Provides that a person may not be prosecuted under any other law if the prosecution would be based upon the same set of acts if a person is prosecuted under these provisions.
- 7) Provides that upon final determination of the LC that a grower, FLC, or person acting in the capacity of a FLC has failed to pay wages to its employees, the grower, FLC or such person shall immediately pay those wages. If payment is not made within 30 days of the final determination, the LC shall notify the local district attorney.
- 8) Requires the Director of DIR to establish a State Enforcement Unit to develop a program of technical assistance to a district attorney's office that establishes a local FLC enforcement unit (local unit). Provides that a portion of the annual FLC license fee shall be allocated to the FLC verification unit as well as the State Unit. Provides that a local unit shall concentrate enhanced prosecution efforts on the prosecution of FLCs who violate a state law regulating wages.

**SB 1125 (Burton)** The Committee also passed SB 1125 (Burton) which repeals the provisions of existing law that prohibit the use of the farm labor contractor wage surety bond (Wage Bond) and the Farmworker Remedial Account (FRA) for payment of penalties for nonpayment or late payment of wages. SB 1125 authorizes the use of the Wage Bond and the FRA for monetary relief awarded to an agricultural worker as a result of a violation of the Labor Code.

### **3. Janitorial and Building Maintenance Services**

In 2000, the Committee passed SB1877 (Alarcon) which required a contractor who enters into a contract for janitorial and building maintenance services at a job site to retain the employees of a former contractor providing such services at the job site during a 90-day transition employment period (transition period). The Governor vetoed that measure. This year, the Committee passed a similar measure, SB 20 (Alarcon), which was signed into law by the Governor.

Requires a contractor who enters into a contract for janitorial and building maintenance services at a job site to retain the employees of a former contractor providing such services at the job site during a 60-day transition employment period (transition period). This bill gives janitorial employees protected employment status at a job site for 60 days following a change of contractors. The successor contractor would generally be required to retain the employees of the former contractor during that period. At the end of the period, the successor would be required to offer the employees continued employment if the employee's performance during that 60-day period is satisfactory. This bill's protection of the employee's status expires after that time. The requirements of this bill apply to both the private and public sector. This bill is modeled after local ordinances adopted in San Francisco in 1998 and Washington D.C. in 1994. Specifically, SB 20:

- 1) Enacts the Displaced Janitor Opportunity Act, which applies to contracts entered into on or after January 1, 2002. Establishes requirements and procedures related to continued employment of janitorial and building maintenance employees at a job site following the termination of a contract for janitorial or building maintenance services with a contractor and the awarding of a new contract for such services with a successor contractor. Applies the requirements of this bill to contractors employing 25 or more individuals and to subcontractors generally.
- 2) Requires a terminated contractor to provide a list of its employees at a job site to a successor contractor (successor) within three working days after the terminated contractor receives specified notice from an awarding authority.
- 3) Provides that the successor shall retain employment of the employees of the terminated contractor at a job site during the transition period following the termination of a contract for janitorial and building maintenance services unless the successor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. Provides that the successor is not required by this bill to pay the same wages or offer the same benefits as were provided by the prior contractor or subcontractor.
- 4) Prohibits the successor from discharging, without cause, employees retained under the provisions of this bill during the transition period. Requires the successor to maintain a preferential hiring list of employees not retained by the successor and requires the successor to hire additional employees from such list during the transition period.
- 5) Requires at the end of the transition period that the successor provide a written performance evaluation to each employee retained pursuant to the requirements of this bill, and to offer such employees continued employment if their performance during the transition period is satisfactory. Provides that any employment after the transition period shall be at-will employment under which the employee may be terminated without cause.



- 6) Authorizes an employee who is not retained or has been discharged in violation of the provisions of this bill, or his or her agents on behalf of the employee, to bring a civil action for wages, as specified, and for an injunction, and attorney's fees, if he or she prevails. Prohibits an employee from maintaining an action solely for the failure of an employer to provide a written performance evaluation in the absence of a wrongful termination claim, as specified.
- 7) Provides that, except as specified, this chapter does not increase the relationship or duties of a property owner or an awarding authority with respect to contractors, subcontractors, or their employees. Provides further that this chapter does not limit the right of a property owner or an awarding authority to terminate a service contractor or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees. Provides that this statute does not prevent a local agency from enacting ordinances relating to displaced janitors that impose greater standards or establish additional enforcement provisions.

SB 1877 (Alarcon) of 2000, which was vetoed, contained substantially similar provisions. The Governor stated in his veto message that he might be open to a much more limited version of the bill. This bill has been amended to reduce the transition period from 90 days to 60, to limit the obligations of property owners and awarding authorities, to clarify their right to terminate a contractor, and to prohibit an employee lawsuit solely for failure to provide a written evaluation.

#### **4. Backstretch Workers in the Horseracing Industry**

In 2000, The Committee held a joint hearing with the Committee on Governmental Organization concerning working and living conditions of backstretch workers at California's racetracks. It was prompted by the reporting of the *Los Angeles Times* that the wage law violations and deplorable living conditions are a major problem in the backstretch. Based on the hearing, and the work of the Commissioner, AB 2760 (Wesson) was introduced. It established a legal framework for backstretch employees to exercise their right to unionize. The National Labor Relations Board has declined jurisdiction over racetrack employees. It also established a specific program for the Commissioner to audit payroll records and enforce wage and hour laws in the backstretch. AB 2760 also addressed issues concerning inadequate housing of backstretch workers. The labor and housing provisions of AB 2760 were combined later in the legislative process with a measure relating to account wagering. The bill was passed and then vetoed by the Governor, who stated he would support a bill to protect backstretch employees from being subjected to dismal living and working conditions without the wagering component.

This year the Committee passed AB 856 (Wesson), a measure with similar provisions to protect backstretch workers. The backstretch worker provisions of AB 856 were later amended into AB 471 (Hertzberg), which was passed and signed into law. AB 856 was also signed into law in an amended form to clean up several of the provisions of AB 471.

<b>AB 856</b>	<b>Wesson</b>	<b>Horse Racing</b>
<b>AB 471</b>	<b>Hertzberg</b>	<b>Horse Racing</b>

AB 856 (Wesson) and AB 471 (Hertzberg) contain, in addition to provisions related to advance deposit wagering, the following provisions:

- 1) Requires the Labor Commissioner to notify California Horse Racing Board (CHRB) of Labor Code violations when committed by a person licensed by CHRB, and authorize CHRB to suspend or revoke a license for labor law violations.
- 2) Requires trainers to keep accurate payroll records and to make those records available for inspection to the employee or his or her representative and to CHRB and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- 3) Requires the Labor Commissioner to establish and maintain a program to audit the payroll records of trainers who are not parties to a collective bargaining agreement, as specified.
- 4) Expresses legislative intent to establish an orderly procedure for racetrack backstretch employees to exercise their statutory rights to organize a labor union.
- 5) Directs the CHRB to oversee the conduct of a union recognition procedure for backstretch employees as specified, including: the submission of a petition signed by workers; access of a labor organization to specified information; reasonable access at racetracks for representatives of labor unions to meet with backstretch workers; anti-coercion/retaliation language; recognition as the collective bargaining agent for backstretch employees based on signed union authorization cards in one of the four election units established in the bill; use of the California State Mediation and Conciliation Service (CSMCS) to conduct a secret ballot election.
- 6) Requires employers to bargain with the union either on an individual basis or as part of a multi-employer bargaining unit as specified, if a majority of a trainer's employees vote in favor of representation by the union. Provides for mandatory mediation and conciliation if individual trainers negotiating on their own behalf fail to reach a collective bargaining agreement within 90 days of CHRB-issued negotiating order. Provides for final and binding arbitration following an impasse, as specified.
- 7) Permits a labor union and an individual trainer, or a group of trainers, to enter into a mutually acceptable agreement that may substitute for the labor requirements set forth in this bill. This bill does not require the parties in negotiation to enter into any labor agreement, so long as each party is negotiating in good faith.

- 8) Requires the CHRB to adopt emergency regulations to establish backstretch employee housing standards at California's racetracks. Require CHRB and either the Department of Housing and Community Development or the local housing authority to annually inspect the living conditions of backstretch employee housing to ensure compliance with the housing standards. This bill prohibits CHRB from issuing a license to a racing association to conduct a horseracing meeting unless CHRB determines the living conditions are in compliance with the housing requirements.
- 9) AB 856 deletes a provision that authorizes the CHRB to contract with the Agricultural Labor Relations Board and adds specifics concerning the authority of arbitrators used to resolve disputes between parties to the collective bargaining agreements created under these provisions and makes a clarifying change. This bill also amends provisions relating to inspection of the living conditions of backstretch workers by providing that the CHRB may be assisted by a local building department or other local entity designated by the jurisdiction in which the racetrack is located in conducting these annual inspections to ensure compliance with the standards it has established.

### 2001 Bills

**AB 202          Corbett                      Joint Enforcement Strike Force on Underground Economy**

This bill includes the State Department of Insurance in the Joint Enforcement Strike Force on the Underground Economy.

*Status: Chapter # 180, Statutes of 2001.*

**AB 423          Hertzberg                      Farm Labor Contractors: license requirements**

See discussion above.

*Status: Chapter # 157, Statutes of 2001.*

**AB 638          Steinberg                      Farm Labor: written contracts and agreements**

Provides that a contract between an agricultural grower and a farm labor contractor shall be in writing, as specified. Provides that the absence of a written contract, as specified, shall be given significant weight by the court in any action involving an agricultural grower or an FLC in support of a determination that the FLC is not an independent contractor.

*Status: Two-year bill, Assembly Inactive File.*

**AB 856**      **Wesson**                      **Horse Racing**  
**AB 471**      **Hertzberg**                      **Horse Racing**

See discussion above.

*Status: Chapter # 783, Statutes of 2001. (AB 856)*

*Status: Chapter # 198, Statutes of 2001. (AB 471)*

**AB 1459**      **Reyes**                              **Farm Labor Contractors**

Increases the amount of a surety bond required for farm labor contractors (FLC) with large payrolls, as specified, and establishes a toll-free telephone number for reporting labor law violations affecting farm workers.

*Status: Two-year bill, Assembly Committee on Labor and Employment.*

**AB 1674**      **Labor Committee**      **Industrial relations: enforcement**

Requires the Director of the Department of Industrial Relations (Department) to report to the Legislature not later than July 1, 2002, on the coordination of enforcement activities among the divisions in the Department and between the Department and other departments and agencies with respect to employers who are in violation of multiple labor laws.

*Status: Two-year bill, Assembly Appropriations Committee.*

**AB 1676**      **Labor Committee**      **Data Base of Labor Violations**

Requires the Labor Commissioner, who is the chief of the Division of Labor Standards Enforcement of the Department of Industrial Relations, to develop and maintain a statewide database of labor law violations.

*Status: Two-year bill, held in the Senate Appropriations Committee.*

**AB 1678**      **Labor Committee**      **Industrial Relations: limited and non-English speakers**

Expands to cover all six divisions of the Department of Industrial Relations the current Labor Code bilingual services requirements, which currently applies specifically to the Division of Labor Standards Enforcement.

*Status: Two-year bill, Assembly Appropriations Committee.*

**AB 1680**      **Labor Committee**      **Farm Labor Contractors: educational classes**

This bill requires the Labor Commissioner to conduct the classes necessary for farm labor contractors to receive their license, and requires the Commissioner to charge a fee to cover administrative costs of the classes. Provides that the Commissioner shall take appropriate steps to reduce the cost of the classes, including offering them regionally where possible. Delays the effective date for this requirement until September 1, 2002.

*Status: Vetoed by Governor Gray Davis.*

**SB 20            Alarcon            Displaced Janitors**

See discussion above.

*Status: Chapter # 795, Statutes of 2001.*

**SB 25            Alarcon            Labor and Civil Rights Agency**

This bill creates effective July 1, 2002, a Labor and Civil Rights Agency in state government consisting of designated labor-related agencies. In vetoing the bill, the Governor acknowledged that workers would benefit from a more coordinated effort by the various state departments, and that the Department of Industrial Relations and the Employment Development Department could provide better service by being combined within a single entity. He has instructed the Director of the Department of Industrial Relations to make a recommendation by the end of the year.

*Status: Vetoed by Governor Gray Davis.*

**SB 1125        Burton            Farm Labor Contractors: licensing**

See discussion above.

*Status: Chapter # 147, Statutes of 2001.*

**SB 1198        Romero            Agricultural Employees**

This bill reenacts and thereby clarifies that an enacted 1997 statute, which establishes a special fund for the dispersal of monetary relief for farm workers suffering damages, is existing law.

*Status: Chapter # 408, Statutes of 2001.*

# Employment Rights

The Committee voted on major bills in the area of employment rights during 2001. These include AB 800 (Wesson) which restricts the use of English only policies in the workplace; AB 25 (Migden) which expands the rights of domestic partners; and AB 1015 (Wright) which protects employees and jobs applicants from unlawful discrimination.

## **AB 800            Wesson                            Employment: workplace language policies**

AB 800 makes it unlawful for an employer to prohibit or limit the use of any language in a workplace, except under specified conditions. Specifically, AB 800 provides that it is an unlawful employment practice for an employer to adopt or enforce a policy limiting or prohibiting the use of a non-English language in the workplace unless justified by a business necessity, which is defined as an overriding legitimate business purpose, as specified, and notice, as specified, is provided to employees.

During the past 12 years, at least three bills addressing this issue have been passed by the Legislature and vetoed by the Governor: AB 2440 (Becerra) in 1992; SB 834 (Marks) in 1991; and SB 1454 (Marks) in 1989.

Existing law prohibits, under the California Fair Employment and Housing Act (FEHA), employment discrimination based on race, religious creed, color, national origin, and other specified bases. The California Fair Employment and Housing Commission (FEHC) has ruled that an employer discriminates against an employee's national origin and ancestry when imposing an English only workplace rule without business justification. FEHC regulations specify the "business necessity" conditions under which an employer may require employees to speak only English at certain times, and provide that a practice may still be impermissible if an alternative less discriminatory practice serves the same business purpose equally well.

Existing federal law prohibits, under Title VII of the Civil Rights Act of 1964, employment discrimination on enumerated bases including national origin and ancestry. The Federal Equal Employment Opportunity Commission (EEOC) has adopted similar guidelines. The federal courts, including the Ninth Circuit Court of Appeals, have generally declined to follow the EEOC guidelines in this area.

In support of this bill the author states that one of the fundamental goals of California's civil rights statutes is the elimination of discrimination based on national origin. Language is intimately tied to national origin. Rules prohibiting the use of languages other than English discriminate and have an adverse impact on protected groups. Forced suppression of one's native language creates an oppressive and intimidating workplace. Federal courts have varied in their interpretation of the circumstances under which an English-only policy is permissible. A state statute would provide a clear state policy on the issue and give guidance to state courts regarding English-only policies. In support of this bill, the Attorney General states that this bill is important because it would codify the

standards currently contained in the regulations of the Department of Fair Employment and Housing and would clarify the ambiguities in this area of law that have arisen by conflicts in federal court decisions.

Opponents state that this bill increases employer liability by making it an unlawful employment policy under FEHA to adopt or enforce a policy that limits or prohibits the use of a non-English language in any workplace unless very specific procedures are followed. They state that this bill does not contain the FEHA exemption for employers with less than five employees. Opponents also state that the federal courts have expressly rejected the EEOC guidelines, and that this bill violates Article 3, Section 6 of the California Constitution, which declares that English is the official language of California.

### **AB 25            Migden                            Domestic Partnership**

AB 25 expands the group of individuals who may register as domestic partners, and confers various new legal rights on all registered domestic partners. Specifically, this bill:

- 1) Expands the group of individuals who may register as domestic partners to include opposite sex couples where one of the persons is over the age of 62. Current law allows opposite sex couples to register as domestic partners only where both partners are over the age of 62.
- 2) Confers various new rights, privileges, and standing on all registered domestic partners, consistent with the rights, privileges and standing of spouses, including:
  - a) The right to recover damages for negligent infliction of emotional distress;
  - b) The right to assert a cause of action for wrongful death;
  - c) The right of a domestic partner to adopt a child of his or her partner as a stepparent;
  - d) The right to receive continued health care coverage (including the right of his or her child to receive coverage) because he or she is a surviving beneficiary of the deceased employee or annuitant;
  - e) The right to make health care decisions for an incapacitated partner;
  - f) The right to nominate a conservator, be nominated as conservator, oppose, participate, file various petitions in the conservatorship, and to receive all notices relevant to conservatorship proceedings, including temporary conservatorships, involving his or her domestic partner;
  - g) The right to receive an allowance from the estate of a conservatee who is his or her domestic partner, to pay for basic living expenses during the conservatorship, in the same manner as a spouse and the minor children of a conservatee are entitled; the right to jointly purchase real property with a conservatee who is his or her partner and to receive gifts from the conservator upon court approval; the right and priority of his or her nominee to be appointed conservator equal to the right and priority of a nominee of a spouse;

- h) The right to be treated the same as a spouse in a statutory will; the right to inherit property from a deceased partner in the same manner as a spouse inheriting under the intestate succession laws of the state; the right to be appointed as administrator of decedent's estate, in the same manner and priority as a spouse; if he or she predeceased the decedent, the right of his or her children, parents, brothers and sisters to be appointed as administrator of decedent's estate, in the same manner and priority as the children, parents, brothers and sisters of a predeceased spouse;
  - i) The right to be treated as the spouse of a taxpayer for purposes of determining personal state income tax liability;
  - j) The right to use employee sick leave to attend to an illness of his or her partner or his or her partner's child and the right not to be discriminated against for the use of sick leave to attend to an illness of his or her partner or partner's child;
  - k) The right to unemployment insurance benefits for leaving employment to join his or her domestic partner at a remote location to which commuting to work is impractical and a transfer of employment is not available;
  - l) The right to file a claim for disability benefits for his or her partner, in the same manner as a spouse may file such a claim.
- 3) Unless the will expressly provides otherwise, termination of a domestic partnership, after the execution of the will, revokes: a bequest of property made in a will to a former domestic partner; a general or special power of appointment conferred on the former domestic partner; and, a nomination of the former domestic partner to be an executor, trustee, conservator, or guardian.

**AB 1015      Wright                      Employment Discrimination**

AB 1015 extends employee anti-discrimination remedies under the Labor Commissioner to applicants for employment and job training programs and prohibits discrimination against employees and applicants for employment engaged in lawful conduct during nonworking hours away from the employer's premises and for political activities, as specified. Law enforcement agencies, newspaper publishers, and specified religious institutions would be exempt from the changes enacted by this bill. This bill also does not change existing law with respect to employment discrimination related to the consumption of tobacco products.

This bill provides an administrative remedy under the Labor Commissioner for employees and applicants for employment, including employment training programs, for cases involving specified conduct by the employee or applicant including protected political activities and lawful conduct during non-working hours away from the employer's premises.

The provisions of this bill creating new actions or remedies do not apply to three categories of employers: law enforcement, newspaper publishers, and certain religious institutions. The bill is drafted to preserve existing remedies related to such groups.



It also does not abrogate two types of employment contracts: (1) contracts that protect an employer against any conduct that is actually in direct conflict with the enterprise-related interests of the employer, as specified, and (2) contracts that protect a firefighter against any disease that is presumed to arise out of and in the course of employment, by limiting the firefighter's consumption of tobacco products on or off the job.

The bill also provides that it does not affect existing law regarding employment discrimination related to the consumption of tobacco products.

The Senate amendments to AB 1015 shifted the jurisdiction for administrative remedies for the specified employment discrimination from the Department of Fair Employment and Housing to the Labor Commissioner. They also deleted references to labor organizing rights due to concern about possible conflicts with remedies under those statutes.

Supporters state that this bill will strengthen the existing rights of employees by enabling the LC to provide an adequate administrative remedy for individuals who are disadvantaged or disciplined in violation of their rights. It will provide a cost-effective alternative to having employees litigate employment discrimination issues in federal court.

Opponents state that this bill will have a negative impact on employment relationships in this state, and will increase employer liabilities without any commensurate protections. The Senate amendments removed the opposition of several groups concerned with issues related to tobacco consumption.

### 2001 Bills

**AB 25            Migden                            Domestic Partnership**

See discussion above.

*Status: Chapter # 893, Statutes of 2001.*

**AB 276            Migden                            Discrimination: remedies**

This bill extends from one to two years the time given to the State Department of Fair Employment and Housing to investigate civil violations of California's hate crimes law.

*Status: Chapter # 813, Statutes of 2001.*

**AB 800            Wesson                            Employment: workplace language policies.**

See discussion above.

*Status: Chapter # 295, Statutes of 2001.*

**AB 1015      Wright                      Employment Discrimination**

See discussion above.

*Status: Chapter # 820, Statutes of 2001.*

**AB 1025      Frommer                      Lactation Accommodation**

Requires employers to provide reasonable unpaid break time and to make reasonable efforts to provide the use of an appropriate room for an employee to express breast milk for the employee's infant child.

*Status: Chapter # 821, Statutes of 2001.*

**AB 1309      Goldberg                      Employment: reports on gender and ethnicity**

This bill would require employers who solicit and/or obtain a public contract of \$50,000 or more to submit reports on the gender and ethnicity of their workforce to the contracting agency and the Department of Fair Employment and Housing (DFEH). It would also require all employers and labor organizations with 100 or more employees to submit reports to the DFEH on the gender and ethnicity of their workforce.

*Status: Two-year bill, failed in the Senate Judiciary Committee, reconsideration granted.*

**AB 1475      Liu                                      Employment Harassment: religious exemption**

This bill makes the Fair Employment and Housing Act provisions prohibiting harassment in the workplace (because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation), applicable to hospitals or health care facilities affiliated with or owned by religious institutions.

*Status: Chapter # 909, Statutes of 2001.*

**AB 1599      McLeod                      Age Discrimination in Employment**

The bill would make it an unlawful employment practice, subject to certain exceptions, for an employer on the basis of a person's age to refuse to hire or employ the person, to refuse to select the person for a training program leading to employment, to bar or discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in the terms, conditions, or privileges of employment. In addition to exceptions, among other things, for age restriction in other laws and bona fide occupational qualifications, the bill would specify that the bill does not preclude promotions within existing staff, hiring or promotion on the basis of experience and training, or hiring under specified established recruiting programs.

*Status: Two-year bill, Assembly Committee on Labor and Employment.*

**AB 1649      Goldberg      Discrimination**

This bill expands the definition of "sex" to include gender for anti-harassment and discrimination purposes.

*Status: Two-year bill, Senate Inactive File.*

**SB 147      Bowen      Employee Computer Records**

This bill prohibits an employer from monitoring employee electronic mail (e-mail) or other computer records without first advising the employee of the employer's workplace privacy and monitoring policy.

*Status: Vetoed by Governor Gray Davis.*

**SB 269      Alarcon      Expanded municipal utilities: employee rights and benefits**

This bill prohibits an expanded municipal utility that acquires a public utility from engaging in displacement, layoff, or reductions in pay or benefits of the public utility's employees. This bill requires an expanded municipal utility to hire and retain all employees of an acquired public utility, subject to collective bargaining. The rights and obligations of the parties set forth in a collective bargaining agreement prevail over the bill's provisions.

This bill requires an expanded municipal utility to assume the public utility's employee labor agreements. The bill also requires the expanded municipal utility to assume the labor obligations imposed by state or federal law. The expanded municipal utility must maintain the retirement, health, welfare, and other employee benefits of the acquired public utility until modified by a collective bargaining agreement. The bill prohibits a "worsening" of these benefits because an expanded municipal utility acquires a public utility. If the public utility is bargaining with unions representing employees who may be transferred to an expanded municipal utility, the bill allows the public utility to consult with the municipal utility before the transfer occurs. This bill defines an "expanded municipal utility" as a local publicly owned utility of a city or a specified type of special district that acquires a public utility's existing facilities to expand into areas formerly served by the public utility.

*Status: Two-year bill, Assembly Local Government Committee.*

**SB 504**

**Scott**

**Employment Discrimination: nonprofit  
educational institutes**

Provides that a nonprofit public benefit corporation formed by, or affiliated with, a particular religion that operates an educational institution as its sole or primary activity may restrict employment, including promotion, in any or all employment categories to individuals of a particular religion. Provides that such an institution shall in all other respects be subject to the Fair Employment and Housing Act (FEHA), including, but not limited to, the prohibitions against discrimination made unlawful employment practices by FEHA.

*Status: Chapter # 910, Statutes of 2001.*

**SB 1197**

**Romero**

**Sick Leave**

Provides that it is a per se (by itself) violation of the law establishing the right of an employee to use sick leave to attend to an illness of a child, parent, or spouse, for an employer to adopt an absence control policy which may lead to or result in discipline, discharge, demotion, or suspension, by counting use of such sick leave. Provides that employees working under such an absence control policy shall be entitled to appropriate legal and equitable relief.

*Status: Vetoed by Governor Gray Davis.*

# Occupational Safety and Health

AB 1127 (Steinberg) was enacted in 1999 to strengthen enforcement of worker health and safety laws in California. That bill increased civil and criminal penalties for serious and willful safety violations. AB 1599 (Torlakson - 2000) authorized funding for the Circuit Prosecutors Project to assist local district attorneys in prosecuting criminal violations of this law. In 2001, the Committee monitored the activities of Cal/OSHA including the implementation of AB 1127 and the work of the Worker Safety Circuit Prosecutors Project of the California District Attorneys Association. Concerns have been raised with the Committee about the need to significantly strengthen the inspection and enforcement activities of Cal/OSHA. During 2001, the Committee passed an administration-sponsored measure, AB 1069 (Koretz), to allow the Labor Commissioner to reopen cases, under specified circumstances, where a worker alleges retaliation for complaining about unsafe working conditions. The measure was signed into law.

## 2001 Bills

**AB 567          Koretz                  Agricultural Employees: length of hand-held tool handles**

This bill would require employers to furnish and require agricultural employees to use hand-held tools with handles no less than 48 inches long while weeding, thinning, or hot capping. It is designed to close a loophole in enforcement of the law, enacted in the 1970's that banned the use of "short-handled" hoes, because such hoes cause severe back injuries to farmworkers.

*Status: Two-year bill, Assembly Committee on Labor and Employment.*

**AB 1069          Koretz                  Labor: complaints**

This bill permits the Labor Commissioner to reconsider a formerly dismissed discrimination complaint based on finding by the U.S. Department of Labor that the complaint had merit.

*Status: Chapter # 134, Statutes of 2001.*

**AB 1343          Canciamilla                  Occupational Safety and Health Enforcement**

Would provide that investigations, in the discretion of the division, need not include an onsite inspection by the division if the complaint concerns a non-serious violation involving an employer that is a participant in a voluntary protection program of the division, as defined by the bill.

*Status: Two-year bill, Assembly Committee on Labor and Employment.*

**AB 1356      Aanestad                      Occupational Safety and Health: self-audits**

Limits the access of the Division of Occupational Safety and Health (Division) to an employer's self-audit report, and limits the authority of the Division to issue a citation for a violation of an Occupational Safety and Health Standard (Standard) discovered during an employer's voluntary self-audit and corrected as specified.

*Status: Two-year bill, failed in the Assembly Committee on Labor and Employment, reconsideration granted.*

**AB 1681      Canciamilla                      Workers Compensation/Health & Safety  
Commission**

This bill allows researchers employed by or under contract with the Commission on Health and Safety and Workers Compensation to use, as specified, individually identifiable information maintained by the Division of Workers' Compensation as necessary to carry out the commission's research.

*Status: Chapter # 792, Statutes of 2001.*

**SB 123              Escutia                      Department of Industrial Relations**

This bill requires members of the Cal-OSHA Standards Board to be approved by the Senate and specifies that once a member's term of office expires, the member automatically ceases to be on the board.

*Status: Vetoed by Governor Gray Davis.*

**SB 278              Alarcon                      Commercial Drivers: hours of employment**

Establishes a cause of action for a commercial driver against a motor carrier who requires or authorizes the driver to operate a commercial motor vehicle in excess of the maximum number of hours a driver is permitted to drive under state or federal law.

*Status: Two-year bill, Assembly Inactive File.*

**SB 486              Speier                      Public Safety: working warehouses**

This bill requires a working warehouse to secure merchandise stored on shelves higher than 12 feet above the sales floor.

*Status: Chapter # 856, Statutes of 2001.*

**SB 986      Torlakson      Elevators and other conveyances**

This bill revises existing law relating to elevator inspections and permits, to additionally cover other conveyances including in part, escalators, platform and stairway chair lifts, dumbwaiters, material lifts, moving walks and automated people movers. This bill also extends inspection and permit requirements to these other types of conveyances, and authorizes the Occupational Safety and Health Standards Board to adopt emergency regulations to implement its provisions. This bill further requires the Division of Occupational Safety and Health (DOSH) of the Department of Industrial Relations to propose final rulemaking proposals for all conveyances by December 31, 2002.

*Status: Vetoed by Governor Gray Davis.*

**SB 1207      Romero      Occupational Safety and Health: volunteer  
firefighters**

This bill includes volunteer firefighters within the ambit of the California Occupational Safety and Health Act.

*Status: Chapter # 807, Statutes of 2001.*

**SB 1215      Escutia      Department of Industrial Relations**

This bill requires the Governor's appointments of members of the Occupational Safety and Health Standards Board (Standards Board) to be subject to approval by the Senate and limits to 60 days the time after the expiration of a term of office that a Standard Board member may hold that office. The language of the bill was revised in responses to the veto of SB 123 (Escutia), addressing the same concern, earlier in the session.

*Status: Vetoed by Governor Gray Davis.*

# Public Works and Prevailing Wage

The Committee passed SB 588 (Burton) to provide joint labor-management committees with access to limited employee information on payroll records, and authorize such committees to bring civil actions to enforce prevailing wage laws. A similar measure was vetoed in 2000. Note: an important bill related to public works projects, SB 975 (Alarcon), which was not heard in this Committee, was passed by the Legislature and signed into law this year. That bill defines "public funds" used in "public projects" and states legislative intent that projects financed through Industrial Development Bonds issued by the California Infrastructure and Economic Development Bank must comply with existing laws pertaining to prevailing wages.

**AB 1448      Maddox                      Prevailing Wage Laws: violations**

Provides that a prime contractor is not responsible for a violation by a subcontractor on a public works project of specified duties related to certified payroll records and overtime pay. A prime contractor would become liable for such actions if two Labor Code sections are permitted to sunset on January 1, 2003. This bill repeals the sunset of those sections.

*Status: Two-year bill, Assembly Appropriations Committee.*

**SB 588              Burton                      Prevailing Wages: payroll records**

This bill permits federally recognized joint labor-management committees access to certified payrolls on public works projects, and permits committees to seek civil court action to remedy prevailing wage violations. Gives joint labor-management committees access to limited employee information on payroll records, and authorizes such committees to bring civil actions to enforce prevailing wage laws. This bill is similar to AB 2783 (Villaraigosa) of 2000 which was vetoed by the Governor.

*Status: Chapter # 804, Statutes of 2001.*



# Job Training

**AB 251          Vargas                                  EDD: Jobs for California Graduates Program**

This bill expands the Jobs for California Graduates (JCG) program from a regional to a statewide program and appropriates \$2,500,000 to the Employment Development Department (EDD) for this purpose.

*Status: Two-year bill, held in Assembly Appropriations Committee.*

**AB 925          Aroner                                          Employment of Persons with Disabilities**

This bill revises and expands programs to assist persons with disabilities to become employed.

*Status: Two-year bill, Senate Inactive File.*

**AB 1087        Calderon                                          Apprenticeships: electricians**

Requires electricians who perform high voltage work to obtain certification by January 1, 2005. Modifies the existing certification program to mandate multi-lingual materials, provide for alternative means of satisfying education requirements, and grant credit toward apprenticeship for vocational training and on-the-job experience. Provides certification cards to electricians who have met standards for training and competency. Exempts individuals handling temporary or portable electrical equipment in the motion picture and television production, theatrical, hotel, exhibition and trade show industries. Also exempts certain apprentices and trainees. Requires a report to the Legislature from the Division of Apprenticeship Standards on the status of electrician certification by January 1, 2004.

*Status: Two-year bill, Senate Inactive File.*

**AB 1131        Frommer                                          Apprenticeship Agreements: remedies**

This bill restricts state funding of apprenticeship training programs to those programs, which have been approved by the Division of Apprenticeship Standards of the State Department of Industrial Relations.

*Status: Senate Inactive File.*

# Miscellaneous

The Committee passed AB 1679 (Shelley) relating to the obligations of a licensed contractor with respect to employees supplied by a temporary agency or other specified entities when the employee is performing acts for which a contractor's license is required. AB 1679 provides that an employee whose work is supervised by a licensed contractor shall be deemed the employee of that contractor for purpose of specified Labor Code provisions when the employee is supplied by a temporary agency, employment referral service, labor contractor or similar entity, to perform any act or contract for which a contractor's license is required.

The Labor Code provisions, which apply to the licensed contractor with respect to such employees, are:

Part 1 of Division 2, which includes provisions related to payment of wages, assignment of wages, and privileges and perquisites including gratuities, bonds and photographs, and contracts and applications for employment.

Part 2 of Division 2, which includes provisions related to overtime, meal and rest breaks, and days of rest.

Part 4 of Division 2, which includes provisions related to wages, hours, and working conditions, minimum wages, and the employment of minors.

Part 7, Chapter 1 of Division 2, which includes provisions related to public works and the payment of prevailing wage rates.

Division 4, which includes provisions, related to workers' compensation benefits.

Division 5, which includes provisions, related to occupational safety and health.

AB 1679 also requires the licensed contractor to secure workers' compensation coverage for the employee rather than relying upon an agreement with the temporary agency, employment referral service, labor contractor or similar entity, and provide that Labor Code Section 3602(d), which permits contracting with another employer to provide such compensation, does not apply to the licensed contractor under this legislation.

Provides that these requirements do not apply to employees of a public agency performing work on a public works project.

According to the sponsor, State Building and Construction Trades Council (SBCTC), because construction is an extremely high-hazard industry, the contractor who controls the job site must be primarily responsible for the safety of these workers, including being responsible for providing workers' compensation coverage. Under the current system, contractors who can't obtain workers' compensation coverage in the market, because of terrible safety records or histories of fraud, can continue to operate by renting temporary

employees and the temp agency's workers' compensation policy. This arrangement not only exposes workers to unsafe work-sites, but also removes the only disincentive (higher premiums) for contractors who repeatedly endanger workers' safety. SBCTC also points to two decisions in May of this year by the Occupational Safety and Health Appeals Board (OSHAB), which held that temporary employment agencies are responsible for ensuring that construction job-sites, in which their employees are working, are safe and in compliance with state health and safety regulations. In its appeal, Manpower Inc. had argued that it does not possess the experience and expertise to effectively predict hazards at construction sites and to determine the safeguards necessary to protect employee at construction sites.

Opponents of this bill state that by requiring the on-site contractor to be "the employer" for a variety of purposes, AB 1679 would eliminate the joint employment doctrine and would thereby destroy much of the value contractors find in using staffing firms and their employees. This would not only severely impact staffing firms, it would deprive employees who find it beneficial to use staffing firms of their use when it comes to construction jobs. Moreover, it would hurt many construction firms, particularly smaller ones, that cannot afford to carry certain types of skilled workers as permanent employees but who need quick access to them in order to do certain jobs. By specifically requiring that the contractor rather than the staffing firm employer provide workers' compensation coverage, AB 1679 eliminates an important function provided by staffing firms and, in the process, puts injured workers in potential difficulty if they need benefits. A staffing firm will provide one of its employees to different jobs every few days or weeks, as contractors need particular skills. The staffing firm's workers' compensation policy covers the employee regardless of where the injury occurs.

### 2001 Bills

**AB 351      La Suer                      Local Agency Employees**

This bill requires cities, counties, and special districts, including local park agencies, to require a prospective employee or a volunteer who would work with children at a park, beach, playground, or recreational center to complete an application that asks if the person has been convicted of certain crimes, such as sexual offenses, child abuse, or domestic violence. This bill requires cities, counties, and special districts to screen any such employee for his or her criminal background.

*Status: Chapter # 777, Statutes of 2001.*

**AB 582      Salinas                      Department of Industrial Relations: agricultural labor**

Provides that the Department of Industrial Relations (DIR) shall conduct a review of existing programs to improve the relationship between agricultural employers and agricultural employees.

*Status: Two-year bill, Assembly Inactive File.*

**AB 908 Maddox Building Maintenance Contractors**

Would prohibit any person from acting as a building maintenance service contractor, as defined, unless currently licensed by the Labor Commissioner and prohibit any person from knowingly entering into an agreement for building maintenance services, as defined, with a contractor who is not licensed under this bill.

*Status: Two-year bill, Assembly Committee on Labor and Employment.*

**AB 1679 Shelley Contractors: employees**

See discussion above.

*Status: Vetoed by Governor Gray Davis.*

**SB 972 Costa Farmworker Profile Study**

This bill appropriates \$240,000 from the General Fund over a 4-year period for the purpose of conducting an annual farm worker profile study. Annual funding would be contingent upon a \$60,000 annual match from a non-profit university-based institute.

*Status: Two-year bill, held in Assembly Appropriations Committee.*

**SB 1044 Kuehl Labor: international trade agreements**

This bill requires the Director of Industrial Relations to review and prepare a report that assesses the impact of international trade organizations and agreements on California labor laws and regulations.

*Status: Vetoed by Governor Gray Davis.*

# Unemployment Insurance and Workers' Compensation (Benefits)

Several important bills related to unemployment insurance benefits levels and workers' compensation were passed this year. These are noted for your information although these bills are under the jurisdiction of the Insurance Committee in the Assembly:

**SB 40 (Alarcon)** increases unemployment insurance benefits. It was passed by the Legislature and signed into law.

**SB 71 (Burton)** and **AB 1176 (Calderon)** relate to workers' compensation benefits and reforms. These were passed by the Legislature and vetoed by the Governor.

# Governor's Veto's

**AB 1635 (Vargas)**

7/30/01

To Members of the California State Assembly:

I am returning Assembly Bill 1635 without my signature.

Under current law, employees have the right to inspect their own personnel records. This bill would permit employees to obtain a copy of those records, and would authorize employers to charge either a maximum copying fee of ten cents per page or an amount specified in an applicable collective bargaining agreement.

While it would modify existing law governing personnel records, this bill contains no provisions to protect the privacy of other individuals who may be identified in the personnel records. Without measures that ensure the privacy of those individuals and the confidentiality of a company's legitimate proprietary information, the potential for harm of this measure outweighs the possible benefits.

Sincerely,

GRAY DAVIS

**AB 1679 (Shelley)**

10/12/01

To Members of the California State Assembly:

I am returning Assembly Bill 1679 (Shelley) without my signature.

In no other area of the law do we relieve the temporary employer or any employer of the responsibility to their employers. I am sympathetic to reports that some temporary employers are not fully meeting their obligations and I am receptive to alternate remedies.

Sincerely,

GRAY DAVIS

**AB 1680 (Committee)**

10/12/01

To Members of the California State Assembly:

I am returning Assembly Bill 1680 without my signature.

This bill would require the Labor Commissioner to conduct the educational classes required for obtaining a farm labor contractor's license.

Educational classes required of farm labor contractors were mandated by legislation I previously signed. I am confident that the Department of Industrial relations will implement that measure appropriately. There is no reason to change the law.

Sincerely,

GRAY DAVIS

**SB 25 (Alarcon)**

10/12/01

To Members of the California State Senate:

I am returning Senate Bill 25 without my signature.

The working men and women of California and our economy would benefit from a more coordinated effort by the various state departments charged with ensuring a well-trained, healthy, safe and prosperous workforce. I believe that the Department of Industrial Relations and the Employment Development Department could provide better service by being combined within a single entity. More review, however is necessary to determine what other components of the state, if any, should be organized in this fashion.

I have asked my Director of the Department of Industrial Relations to work with the appropriate people and to make a recommendation to me by the end of the year.

Sincerely,

GRAY DAVIS

**SB 123 (Escutia)**

8/6/01

To Members of the California State Senate:

I am returning Senate Bill 123 without my signature.

I object to the provision in this measure that requires that at the expiration of each member's term, the member automatically ceases to serve. Public policy is better served by allowing members to serve an additional 60 days .

Sincerely,

GRAY DAVIS



**SB 147 (Bowen)**

10/5/01

To Members of the California State Senate:

I am returning Senate Bill 147 without my signature.

This bill would require employers, by March 1, 2002, to execute signed or electronically verifiable agreements between an employer and employees regarding the right of the employer to monitor the e-mail traffic and computer files of employees. If such agreements are not provided, the bill prohibits employers from monitoring business computers by employees to guard against inappropriate business or personal uses.

As I previously have, when considering this issue, I start from the common-sense presumption that employees in today's wired economy understand that computers provided for business purposes are company property and that their use may be monitored and controlled.

Under current law, employers are potentially liable if the employer's agents or employees use the employer's computers for improper purposes, such as sexual harassment, defamation and the like. It therefore follows that any employer has a legitimate need to monitor, either on a spot basis or at regular intervals, such company property, including e-mail traffic and computer files stored on either employer-owned hard drives, diskettes or CD ROMs.

This bill places unnecessary and complicating obligations on employers and may likely to lead to litigation by affected employees over whether the required notice was provided and whether it was read and understood by the employee. I support reasonable privacy protections for employees in the workplace and my Administration proposed amendments which would carry out the intent of the bill without imposing undue regulatory burdens and potential legal exposure to businesses for doing what any employee should assume is the employer's right when they accept employment. Senator Bowen rejected the proposed amendments. Thus, I must veto the bill a third time.

Sincerely,

GRAY DAVIS

**SB 986 (Torlakson)**

10/12/01

To Members of the California State Senate:

I am returning Senate Bill 986 without my signature.

This bill would substantially revise existing law, as it applies to conveyances, to cover escalators, platform and stairway chair lifts, dumbwaiters, material lifts, moving walks, and automated people movers. Among other changes it would make require that no conveyances, or part of, may be erected, constructed, installed, or changed with out a permit from the Division of Occupational Safety and Health of the Department of Industrial Relations. My administration has increased funds and hired more inspectors to improve workplace safety. This bill, however, would for the first time require government to inspect and oversee the installation of elevators in private homes.

For this reason, I must veto this bill.

Sincerely,

GRAY DAVIS

**SB 1044 (Kuehl)**

10/11/01

To Members of the California State Senate:

I am returning Senate Bill 1044 without my signature.

This bill would require the Department of Industrial Relations to review the impact of international trade agreements on California labor laws and regulations, and require the Department to make this report available to the Legislature, other public officials, and the general public.

While I share the author's intent that California's concerns are represented in the development of trade agreements, including the impact of those agreements on California's labor laws, this legislation does not effectively fulfill that important objective. Most critically, studying trade agreements after they are already implemented, while meritorious, has little impact on the substance of those agreements. The time to affect the contents of an agreement is during the agreement's development and negotiations.

The State of California already has and will continue to have an important voice in the development of international trade agreements, including their impact on our labor laws and regulations. California has a coveted seat on the United States Trade Representative's (USTR) Intergovernmental Policy Advisory Committee, which advises the USTR and other federal cabinet officials on trade matters. In addition, many Californians sit on the other 32 federal trade advisory committees, which include a committee specifically devoted to labor issues. To amplify California's concerns, the Technology, Trade, and Commerce Agency has, both informally and in testimony, presented trade negotiators with analyses of trade issues regarding California's unique issues.

California's U.S. Senators and Representatives, the largest delegation in Congress, also have a direct and constitutionally protected role in the development of trade agreements, and my Administration works regularly with them to ensure that the voices of California are reflected in trade agreements, and in their enforcement.

Finally, I have asked the Secretary of the Technology, Trade and Commerce Agency to work closely with the Department of Industrial Relations and the Legislature in assessing trade initiatives and negotiations and to continue State efforts to advise federal officials on the impact of trade agreements on California labor laws.

Sincerely,

GRAY DAVIS

**SB 1159 (Polanco)**

10/12/01

To Members of the California State Senate:

I am returning Senate Bill 1159 without my signature.

Emergency situations inherent in a hospital setting make it very difficult to guarantee regular break periods at a specified time.

Also, this bill would subject the University of California to significant unwarranted statutory penalties for failing to provide mandated rest and meal periods for certain of its health care employees. These terms and conditions of work are better created and maintained through the effective use of the collective bargaining process, which is currently in place between the University, and its health care employees' exclusive representatives.

Sincerely,

GRAY DAVIS

**SB 1197 (Romero)**

10/12/01

To Members of the California State Senate:

I am returning Senate Bill 1197 without my signature.

I agree employees should have a right to use one half of their paid sick leave to attend to a sick child, parent or spouse. That is why I signed those provisions into law in 1999 (AB 109 Knox).

These provisions should be given time to work.

Sincerely,

GRAY DAVIS

**SB 1215 (Escutia)**

10/12/01

To Members of the California State Senate:

I am returning Senate Bill 1215 without my signature.

The existing statutes regarding the composition and appointments to the Occupational Safety and Health Standards Board have been effective and should be left in tact. There is merit in allowing Board members to serve until their successors are appointed and qualified, as the current law allows. Because this bill increases the potential for vacancies on the Occupational Safety and Health Standards Board, which could compromise the Board's ability to protect the health and safety of California's workers, I cannot sign this legislation.

Sincerely,

GRAY DAVIS

# Bill Index by Subject and Status

## Wage and Hour

### Chaptered

AB 1675	Koretz	Shepherders
SB 912	Chesbro	Minors: Agricultural Packing Plant
SB 1208	Romero	Working Hours: Overtime Exemption

### Vetoed

SB 1159	Polanco	Labor Standards: Meal and Rest Periods UC
---------	---------	-------------------------------------------

### Remaining in Legislature

AB 181	Koretz	Employment: Minimum Wage
AB 1404	Cox	Working Hours: Flexible Schedule
AB 1677	Koretz	Wages and Hours
SB 360	Machado	State Employees: Wages
SB 1027	Romero	Employment: Overtime: Healthcare Employees

### Dead

AB 1456	Briggs	Minimum Wage: By County Unemployment
---------	--------	--------------------------------------

## Labor Standards Enforcement

### Chaptered

AB 202	Corbett	Joint Enforcement Strike Force on Underground Economy
AB 423	Hertzberg	Farm Labor Contractors: Licensing
AB 856	Wesson	Horse Racing
SB 20	Alarcon	Displaced Janitors
SB 1125	Burton	Farm Labor Contractors: Licensing
SB 1198	Romero	Agricultural Employees

## Vetoed

AB 1680	Committee	Farm Labor Contractor Classes
SB 25	Alarcon	Labor Agency

## Remaining in Legislature

AB 638	Steinberg	Farm Labor: Written Contracts
AB 908	Maddox	Building Maintenance Contractors
AB 1459	Reyes	Farm Labor Contractors
AB 1674	Committee	DIR Coordination
AB 1676	Committee	DIR Database: Violations
AB 1678	Committee	DIR Bilingual Services

## **Employment Rights**

### Chaptered

AB 25	Migden	Domestic Partnerships
AB 276	Migden	Discrimination: Remedies
AB 800	Wesson	Employment: Workplace Language Policies
AB 1015	Wright	Employment Discrimination
AB 1025	Frommer	Lactation Accommodation
SB 504	Scott	Employment Discrimination: Nonprofit Educational Institutions

### Vetoed

AB 1635	Vargas	Personnel Records
SB 147	Bowen	Employee Computer Records
SB 1197	Romero	Sick Leave

### Remaining in Legislature

AB 1309	Goldberg	Employment: Reports on Gender and Ethnicity
AB 1475	Liu	Employment Harassment: Religious Exemption
AB 1649	Goldberg	Discrimination

## **Occupational Safety and Health**

### Chaptered

AB 1069	Koretz	Labor: Complaints
AB 1681	Canciamilla	Occupational Data: Individual ID Information
SB 486	Speier	Public Safety: Working Warehouses
SB 1207	Romero	Occupational Safety and Health: Volunteer Firefighters

### Vetoed

SB 123	Escutia	Department of Industrial Relations
SB 986	Torlakson	Elevators and Other Conveyances
SB 1215	Escutia	Department of Industrial Relations

### Remaining in Legislature

AB 567	Koretz	Agricultural Employees: Hand-Held Tools
AB 1343	Canciamilla	Occupational Safety and Health Enforcement
AB 1356	Aanestad	Occupational Safety: Self-Audits
SB 278	Alarcon	Commercial Drivers: Hours of Employment

## **Public Works and Prevailing Wage**

### Chaptered

SB 588	Burton	Prevailing Wages: Payroll Records
--------	--------	-----------------------------------

### Remaining in Legislature

AB 1448	Maddox	Prevailing Wage
---------	--------	-----------------



## **Job Training**

### Remaining in Legislature

AB 251	Vargas	EDD: Jobs for California Graduates Program
AB 925	Aroner	Job Training: Disabilities
AB 1087	Calderon	Apprenticeships: Electricians
AB 1131	Frommer	Apprenticeship Agreements: Remedies

## **Miscellaneous**

### Chaptered

AB 351	La Suer	Local Agency Employees
--------	---------	------------------------

### Vetoed

AB 1679	Shelley	Contractors: Employees
SB 1044	Kuehl	Labor: International Trade Agreements

### Remaining in Legislature

AB 582	Salinas	DIR: Agricultural Labor
AB 1028	John Campbell	Legislative Employees
SB 972	Costa	Farmworker Profile Study

## **Benefits**

### Chaptered

SB 40	Alarcon	Unemployment Insurance
-------	---------	------------------------

### Vetoed

AB 1176	Calderon	Worker's Compensation
SB 71	Burton	Worker's Compensation

Case No. S279137

**IN THE  
SUPREME COURT OF CALIFORNIA**

---

TAMELIN STONE, et al.,  
*Plaintiffs and Appellants,*

v.

ALAMEDA HEALTH SYSTEM,  
*Defendant and Respondent.*

---

No Fee (Gov. Code, § 6103)  
After a Decision by the Court of Appeal,  
First Appellate District, Division Five  
Case No. A164021

---

**[PROPOSED] ORDER GRANTING JUDICIAL  
NOTICE**

---

Good cause appearing, Respondent Alameda Health System's Motion for Judicial Notice in Support of its Consolidated Answer to Amici Curiae Briefs is hereby granted. Judicial notice is taken of the documents attached as Exhibits A through C to the declaration of Ryan P. McGinley-Stempel supporting the motion for judicial notice filed by Respondent Alameda Health System.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chief Justice Guerrero

## PROOF OF SERVICE

Case Name: *Stone et al. v. Alameda Health System*  
Case No.: S279137

I am not a party to the within action, am over 18 years of age. My business address is 350 Sansome Street, Suite 300, San Francisco, California 94104.

On February 8, 2024, I served the following document(s):  
**MOTION FOR JUDICIAL NOTICE IN SUPPORT OF  
CONSOLIDATED ANSWER TO AMICI CURIAE BRIEFS;  
MEMORANDUM OF POINTS AND AUTHORITIES;  
DECLARATION OF RYAN P. MCGINLEY-STEMPEL;  
[PROPOSED] ORDER** to each party below *via TrueFiling*:

Tamelin Stone : Plaintiff and Appellant  Amanda Kunwar : Plaintiff and Appellant	David Y. Imai Law Offices of David Y. Imai 311 Bonita Drive Aptos, CA 95003
California Employment Lawyers Association : Amicus curiae	Ariel J. Stiller Stiller Law Firm 16133 Ventura Boulevard, Suite 1200 Encino, CA 91436
American Federation of State, County and Municipal Employees : Amicus curiae	Ariel J. Stiller Stiller Law Firm 16133 Ventura Boulevard, Suite 1200 Encino, CA 91436

<p>American Federation of State, County and Municipal Employees : Amicus curiae</p>	<p>Gillian Santos  American Federation of State, County and Municipal Employees  1625 L Street, NW  Washington, DC, DC 20036</p> <p>Teague Pryde Paterson  American Federation Of State, County and Municipal Employees  1625 L Street, NW  Washington, DC 20036</p>
<p>Board of Trustees of the California State University : Amicus curiae</p>	<p>Jens B. Koepke  Complex Appellate Litigation Group LLP  355 South Grand Avenue, Suite 2450  Los Angeles, CA 90071</p>
<p>Kern County Hospital Authority : Amicus curiae</p>	<p>Brian P. Walter  Liebert Cassidy Whitmore  6033 West Century Boulevard, #601  Los Angeles, CA 90045-6410</p>
<p>California Association of Joint Powers Authorities : Amicus curiae</p>	<p>Michael G. Colantuono  Colantuono, Highsmith &amp; Whatley, PC  420 Sierra College Drive, Ste 140  Grass Valley, CA 95945</p> <p>Pamela Kentos Graham  Colantuono, Highsmith &amp; Whatley  420 Sierra College Drive, Ste 140  Grass Valley, CA 95945</p>

<p>California Special Districts Association : Amicus curiae</p>	<p>Michael G. Colantuono Colantuono, Highsmith &amp; Whatley, PC 420 Sierra College Drive, Ste 140 Grass Valley, CA 95945</p> <p>Pamela Kentos Graham Colantuono, Highsmith &amp; Whatley 420 Sierra College Drive, Ste 140 Grass Valley, CA 95945</p>
<p>California State Association of Counties : Amicus curiae</p>	<p>Michael G. Colantuono Colantuono, Highsmith &amp; Whatley, PC 420 Sierra College Drive, Ste 140 Grass Valley, CA 95945</p> <p>Pamela Kentos Graham Colantuono, Highsmith &amp; Whatley 420 Sierra College Drive, Ste 140 Grass Valley, CA 95945</p>
<p>League of California Cities : Amicus curiae</p>	<p>Michael G. Colantuono Colantuono, Highsmith &amp; Whatley, PC 420 Sierra College Drive, Ste 140 Grass Valley, CA 95945</p> <p>Pamela Kentos Graham Colantuono, Highsmith &amp; Whatley 420 Sierra College Drive, Suite 140 Grass Valley, CA 95945</p>
<p><i>Court of Appeal</i></p>	<p>First District Court of Appeal Division 5 350 McAllister Street San Francisco, CA 94102</p>

On February 8, 2024, I also served the **MOTION FOR JUDICIAL NOTICE IN SUPPORT OF CONSOLIDATED ANSWER TO AMICI CURIAE BRIEFS; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF RYAN P. MCGINLEY-STEMPEL; [PROPOSED] ORDER** on the parties below *via U.S. Mail*:

Hon. Noël Wise  
Alameda County Superior  
Court  
1221 Oak Street, Floor 3  
Oakland, CA 94612

*Judge of the Superior Court of  
Alameda County*

I declare, under penalty of perjury that the foregoing is true and correct. Executed on February 8, 2024, at San Francisco, California.

  
Bobette T. Bramer

STATE OF CALIFORNIA  
Supreme Court of California

**PROOF OF SERVICE**

STATE OF CALIFORNIA  
Supreme Court of California

Case Name: **STONE v. ALAMEDA HEALTH  
SYSTEM**

Case Number: **S279137**

Lower Court Case Number: **A164021**

1. At the time of service I was at least 18 years of age and not a party to this legal action.
2. My email address used to e-serve: **rmcginleystempel@publiclawgroup.com**
3. I served by email a copy of the following document(s) indicated below:

Title(s) of papers e-served:

<b>Filing Type</b>	<b>Document Title</b>
BRIEF	Alameda Health System's Consolidated Answer to Amici Curiae Briefs
MOTION	AHS' Motion for Judicial Notice ISO Consolidated Answer to Amici Curiae Briefs; Memorandum of Points and Authorities; McGinley-Stempel Declaration; Proposed Order

Service Recipients:

<b>Person Served</b>	<b>Email Address</b>	<b>Type</b>	<b>Date / Time</b>
David Imai Law Office of David Y. Imai 142822	davidimai@sbcglobal.net	e-Serve	2/8/2024 5:11:28 PM
Ari Stiller Stiller Law Firm 294676	ari@stillerlawfirm.com	e-Serve	2/8/2024 5:11:28 PM
Jennifer Henning California State Association of Counties 193915	jhenning@counties.org	e-Serve	2/8/2024 5:11:28 PM
Kathryn Parker Complex Appellate Litigation Group LLP	paralegals@calg.com	e-Serve	2/8/2024 5:11:28 PM
Bobette Tolmer Renne Public Law Group	btolmer@publiclawgroup.com	e-Serve	2/8/2024 5:11:28 PM
Michael Colantuono Colantuono, Highsmith & Whatley, PC 143551	mcolantuono@chwlaw.us	e-Serve	2/8/2024 5:11:28 PM
Arthur Hartinger Renne Public Law Group, LLP 121521	ahartinger@publiclawgroup.com	e-Serve	2/8/2024 5:11:28 PM
Ryan McGinley-Stempel Renne Public Law Group 296182	rmcginleystempel@publiclawgroup.com	e-Serve	2/8/2024 5:11:28 PM

Teague Paterson American Federation Of State, County and Municipal Employees 226659	tpaterson@afscme.org	e- Serve	2/8/2024 5:11:28 PM
Gillian santos  888263178	gsantos@afscme.org	e- Serve	2/8/2024 5:11:28 PM
Amber Heinze Liebert Cassidy Whitmore	aheinze@lcwlegal.com	e- Serve	2/8/2024 5:11:28 PM
Brian Walter Liebert Cassidy Whitmore 171429	bwalter@lcwlegal.com	e- Serve	2/8/2024 5:11:28 PM
Pamela Graham Colantuono, Highsmith & Whatley, PC 216309	pgraham@chwlaw.us	e- Serve	2/8/2024 5:11:28 PM
McCall Williams Colantuono, Highsmith & Whatley, PC	mwilliams@chwlaw.us	e- Serve	2/8/2024 5:11:28 PM
Jens Koepke Complex Appellate Litigation Group LLP 149912	jens.koepke@calg.com	e- Serve	2/8/2024 5:11:28 PM
RPLG-Docket	rplg-docket@publiclawgroup.com	e- Serve	2/8/2024 5:11:28 PM
Amy Ackerman  124346	aackerman@publiclawgroup.com	e- Serve	2/8/2024 5:11:28 PM
Geoffrey Spellberg  121079	gspellberg@publiclawgroup.com	e- Serve	2/8/2024 5:11:28 PM

This proof of service was automatically created, submitted and signed on my behalf through my agreements with TrueFiling and its contents are true to the best of my information, knowledge, and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

2/8/2024

Date

/s/Ryan McGinley-Stempel

Signature

McGinley-Stempel, Ryan (296182)

Last Name, First Name (PNum)

Renne Public Law Group

Law Firm