

COLLECTIVE BARGAINING AGREEMENT

By and Between

Alliance of Health Care Unions



and

Alliance Staff Union
WBNG, CWA, AFL-CIO



Terms of Agreement
January 1, 2024 – December 31, 2026

Alliance of Health Care Unions and Alliance Staff Union, WBNG,
CWA, AFL-CIO
Effective January 1, 2024 – December 31, 2026

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This contract by and between the Alliance of Health Care Unions (“Employer”) and the Alliance Staff Union affiliated with the Washington Baltimore Newspaper Guild, CWA, AFL-CIO, (“Union”) is effective August 1, 2019.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the sole bargaining agent representing all included employees for the purposes of collective bargaining, including all employees, and excluding supervisors, managers, contract and temporary employees, and confidential employees as defined under the NLRA.

ARTICLE 2 EMPLOYEE STATUS

As of the execution of this agreement, all represented employees are considered professional, salaried, full-time employees.

In the event the employer desires to establish other categories of represented employees, the employer and the union will bargain over the application of this agreement to such additional categories as may be established by mutual agreement.

The employer may retain temporary employees to meet short-term staffing needs. These positions are not intended to replace bargaining unit employees except in the case of an approved leave of absence. An approved leave of absence may be considered a short-term staffing need, regardless of the length of the approved leave of absence.

ARTICLE 3 SENIORITY

Section 1. Definition. Bargaining unit seniority shall be determined by the most recent date of hire with the employer. For employees hired from full-time temporary or consultant status to the Alliance, once hired as regular full-time employee, seniority shall include continuous service as a full-time temporary employee or full-time consultant.

Seniority for salary and benefit determinations may include prior service, as determined upon hire or as set forth in this agreement.

Section 2. Simultaneous hires. In the event employees have identical seniority dates, seniority shall be determined by total labor movement employment as the tie-breaker.

Section 3. Bridging Seniority. Should an employee take a position outside of the bargaining unit and return within one year, seniority will be reinstated.

Section 4. Termination of seniority. Seniority shall cease in the event of resignation, termination, failure to return from an approved leave of absence, or expiration of a leave of absence without extension.

Section 5. Layoff. Layoff is defined as an involuntary change to unpaid status for a represented employee. In the event a layoff is being contemplated, the Alliance will engage the Union

leadership in a discussion to explore potential alternatives to conducting a layoff. The intent is to reduce the potential negative impacts on both the organization and the Employees.

In the event the Employer determines a layoff is necessary, the Employer will provide the Union with a minimum of 60 days written notice of its decision except where a faster timeline occurs as a result of circumstances outside the Employer’s control such as reduction in funding. During the notification period, representatives of the Employer and the Union will meet as soon as practically possible to review the need for such layoff(s), explore other options available to avoid such layoffs and if needed engage in impact bargaining for the affected employees and employees remaining in the bargaining unit. Prior to implementation of a layoff, the employer will:

- 1. seek volunteers
- 2. terminate temporary employees

In the event of a layoff, the employer shall not continue to pay consultants to perform work for which bargaining unit employees are qualified and might reasonably perform.

Layoff shall be conducted in inverse seniority order, provided the remaining employees are willing and able to perform the work available. Employees may be required as a condition of retaining employment on a seniority basis in the event of a layoff to relocate to another region.

Section 6. Recall from seniority. Recall from layoff shall be in order of seniority, provided the employee is willing and able to perform the work available, which may include relocating to the location in which the work is to be based. A laid off employee shall remain on the recall list for two years from the date of layoff. A laid off employee who declines a recall offer shall be removed from the recall list, except that an employee who declines a recall which would require relocation shall not be removed from the recall list.

Section 7. Job Posting. The employer shall notify the union of vacant positions. Internal applicants must apply within twenty-one (21) days of posting, unless mutually agreed otherwise by the employer and the union. Bargaining unit employees who apply for posted positions will be considered for the posted position based on the following criteria and in the order set forth:

- 1) Meet the requirements of the position, including willingness to relocate if the position is based in another location
- 2) Demonstrated ability
- 3) Seniority

The parties recognize that the Executive Director will make the decision with input from stakeholders including leadership of affiliated unions.

In order to qualify internal applicants for potential promotional opportunities, the union and employer will work together to create learning opportunities for current staff interested in becoming qualified for potential future openings.

Section 8. Probationary period. The probationary period shall be one year, with formal reviews at

3 months, 6 months, and 9 months. Probationary period shall be extended to reflect any unpaid leaves taken by the probationary employee in excess of 30 days.

Section 9. Evaluation. Each employee shall receive a written evaluation at least annually. The purpose is to support professional growth and the evaluation will not be used for disciplinary purposes. The evaluation content may not be grieved. A joint committee will design the evaluation process. If problems are identified in the evaluation, an improvement plan will be developed to address the issues. If the problems remain unresolved after a reasonable period of time, the employee may be subject to discipline for just cause.

ARTICLE 4 GRIEVANCE AND ARBITRATION

Section 1. The parties have a mutual interest in working together to resolve any issues or disputes, using an interest-based problem-solving approach. In the event the issues cannot be resolved to the mutual satisfaction of the parties, the union may file a grievance within 7 days of the conclusion of the interest-based approach. If either party determines that the interest based approach is not appropriate or effective in resolving the dispute, it shall provide notice to the other party, and the 7 day grievance timeline shall start from the receipt of said notice. A dispute arising between the union and the employer regarding the interpretation and application of this agreement, shall be processed through the grievance procedure as follows:

Section 2 Process

- 1. Grievance meeting** Within 14 days of the filing of a written grievance, the employer and the union shall meet to discuss the issue grieved and attempt to resolve the matter. Within 14 days of the grievance meeting, if the matter is unresolved, the employer shall issue a written decision.
- 2. Mediation** Within 14 days of the grievance answer, the union may appeal the grievance to mediation in writing. A mediation session, using interest-based problem-solving approaches, shall take place within 30 days of the appeal to mediation. The mediation proceeding shall be considered informal settlement discussions, no record of the proceedings shall be made, shall not constitute a part of the grievance formal record, and discussions at the mediation level shall not be introduced into the arbitration record or publicly discussed by the parties.
- 3. Arbitration** If the grievance is not resolved successfully in the mediation session, the union may appeal the grievance to arbitration in writing within 14 days of the conclusion of the mediation process.

Section 3. Selection and costs. The mediator and arbitrators to be used shall be selected by mutual agreement, and any costs of the mediator or arbitrator shall be split equally by the parties. Each party shall bear the costs of its own representation, including travel expenses and professional fees, except that employees participating in the meetings shall remain in pay status if otherwise on paid time.

Section 4. Authority Arbitrators are only authorized to provide interpretation of the application of this agreement, and shall have no power to add to, subtract from, alter, or amend any portion of this agreement.

Section 5. Decision The decision of the arbitration shall be final and binding on the parties.

Section 6. The parties may mutually agree to expedite or extend the above timelines or to bypass one or more of the steps above.

ARTICLE 5 OUTSIDE EMPLOYMENT

An employee may participate in employment outside the scope of Alliance employment, as long as it does not present a conflict of interest or interfere with his or her work assignment or is inconsistent with professional expectations, and provided it is conducted on his or her own time. An employee who wishes to enter into, or maintain outside employment, must obtain prior approval from the Executive Director.

ARTICLE 6 DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause.

ARTICLE 7 UNION SECURITY AND DUES DEDUCTION

All employees covered by this Agreement as of the date of execution shall as a condition of continued employment, become and remain members in good standing. As a condition of employment all Bargaining Unit members hired on or after the effective date of this Agreement shall, on the thirty-first (31st) day following the beginning of employment, become and remain members in good standing. Members must tender to the Union periodic dues. Dues rates to be determined. If a Bargaining Unit member does not comply with the provisions of this Article, said member shall be terminated. Upon receipt of an individual, voluntary, written, and un-revoked check-off authorization form which has been signed by an employee in the Bargaining Unit covered by this Agreement, the Employer shall deduct from the pay of such employees the union dues as set by the Union. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

ARTICLE 8 NO STRIKE NO LOCKOUT

The Union agrees during the life of this Agreement that it will not cause or engage in, support, encourage or authorize any employee covered by this Agreement to participate in any cessation of work through a slowdown, strike, work stoppage or other job action. The Employer agrees during the life of this Agreement that it will not engage in any lockout of the staff during the term of this agreement.

ARTICLE 9 MANAGEMENT RIGHTS

Management rights concerning AHCU rest solely with the Executive Director and the Executive Board and Officers. All the rights of management vested solely in the Employer in the operations of its business are limited by the specific provisions of this agreement.

ARTICLE 10 LEAVES OF ABSENCE

Section 1. Compassionate leave

When a death occurs in the immediate family of a benefited employee, the employee is entitled to a compassionate leave of absence for up to three (3) normally scheduled workdays if in the immediate geographic area and five (5) normally scheduled workdays if out of the area, defined as over one-hundred (100) miles. Compassionate leave time off is normally taken on consecutive scheduled workdays; however, if an employee wishes to take time off on non-consecutive scheduled workdays, the employee shall notify his/her Director.

Immediate family is defined as spouse, mother, father, sister, brother, child, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-parents, step-brothers, step-sisters, step-children, step-grandchildren, and current brothers and sisters-in-law. Any blood relative living in the same household as the employee or the employee's domestic partner, i.e. a person with whom the employee shares a mutual residence and with whom the employee at the time of death maintains a committed relationship.

Vacation hours may be used in conjunction with compassionate leave, if requested. Compassionate leave without pay may be granted for a death not listed above, at the Employer's discretion.

Section 2. Jury Duty

Employees will be granted release and paid leave to serve jury duty. If paid by the employer for jury duty leave, the employee shall endorse any payment received to the Alliance.

Section 3. Maternity, paternity, or adoption leave.

Upon the birth or adoption of a child, an employee shall be granted a paid leave of absence of up to six weeks, in addition any applicable accrued paid time. At the conclusion of the period of paid leave, the employee will be eligible for an additional unpaid leave of absence up to a total leave period of one year including the paid time.

Section 4. Medical Leave of Absence

Integration of Sick Leave with SDI. Employees who are eligible for basic California State Disability Insurance (SDI) shall have their paid sick leave reduced by the amount of the SDI benefit the employee is eligible to receive, such that the combined SDI pay and sick leave pay totals the employee's normal straight time salary. The reduced amount of sick leave pay shall not be charged against the employee's earned sick leave. If at any time an employee exhausts his/her sick leave bank while receiving SDI, the employee may convert vacation hours to sick leave hours Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA), as provided by law or as

provided for below, whichever is greater.

Unpaid Medical Leave of Absence Upon the exhaustion of accrued sick leave, an unpaid medical leave of absence for non-occupational related disabilities, including conditions related to pregnancy, shall be granted subject to eligibility requirements. The employee must furnish a physician's certification setting forth the necessity for such leave and the anticipated duration of the disability. Physician re-certification will be required at the expiration of each previous certification for continued eligibility. Certification and re-certification may also be provided by non-physician providers such as licensed therapists, nurse practitioners, physician assistants, and physical therapists.

- Employees with one (1) year of continuous employment shall be eligible for an unpaid medical leave of absence for a specific time period not to exceed six (6) months.
- Employees with three (3) or more years of continuous employment shall be eligible for an unpaid medical leave of absence for a specific time period not to exceed one (1) year.
- Employees with ten (10) or more years of continuous employment shall be eligible for an unpaid medical leave of absence for a specific time period not to exceed two (2) years.

An unpaid medical leave of absence may be extended in extenuating circumstances with the approval of the Executive Director.

Upon return from an unpaid medical leave of absence which exceeds six months, an employee's seniority date shall be adjusted.

Return to Work From a Medical Leave of Absence

When an employee returns to duty in compliance with the authorized leave of absence, such employee shall be reinstated in the same classification, position, and scheduled hours he/she was employed before the approved leave of absence. If conditions with the Employer have changed so that it is not be feasible to reinstate the employee in their former position, the Employer will reinstate the employee to a comparable position.

If an employee wishes to return from an authorized leave of absence early, he/she must give the Employer adequate notice prior to reinstatement.

If an employee is unable to return to work at the expiration of an authorized leave of absence, the employee shall be placed on medical layoff and his/her position shall be posted and filled. An employee may be on medical layoff for up to two (2) years. If an employee on medical layoff is able to resume employment, he/she will be considered when a job position becomes available. If rehired within one (1) year of a medical layoff, the employee shall have his/her service and seniority restored.

With approval of the Alliance, an employee who has exhausted vacation or sick time while on extended leave of absence, on return to work may be advanced up to 40 hours of future vacation or sick accrual. If the employee leaves employment with the Alliance prior to accrual of the advanced time, any difference will be deducted from the employee's final paycheck.

Section 5. Workers' Compensation Leave

If an employee is eligible for Workers' Compensation Insurance payments, he/she may elect not to supplement the temporary disability benefit by utilizing sick leave. If the employee elects not to offset such disability benefit, he/she must inform the Employer in writing within the first seven (7) days of the industrial leave. Employees electing this option will be placed on an unpaid medical leave status commencing with the date of disability. In the event the employee does not notify the Employer, offset sick leave will automatically be processed. If at any time an employee exhausts his/her sick leave bank while receiving Workers Compensation payments, the employee may convert vacation hours to sick leave hours. Upon returning to work, any remaining converted sick leave hours shall be converted back to vacation hours.

Employees, on the first day of employment are eligible for a workers compensation leave of absence up to one (1) year. Employees with ten (10) or more years of employment are eligible for a workers compensation leave of absence of up to two (2) years.

Employees on an authorized workers compensation leave of absence shall continue to receive Employer-paid health plan, dental insurance and life insurance benefits.

During an authorized workers compensation leave of absence an employee may choose to integrate sick leave. If an employee integrates sick leave, he/she will continue to accrue sick leave and vacation hours. At the time an employee exhausts all integrated sick leave, future sick leave and vacation hours accrual ceases. If an employee chooses not to integrate sick leave, sick leave and vacation hour accrual ceases and the employee shall not receive Employer pay checks.

While on an authorized workers compensation leave of absence if an employee is on unpaid status, a designated holiday occurring during this period shall not be paid. If the employee is on paid status, a designated holiday occurring during this period shall be paid.

Return from Workers Compensation Leave of Absence

When an employee returns to duty in compliance with the authorized leave of absence, such employee shall be reinstated in the same classification, position, and scheduled hours he/she was employed before the approved leave of absence. If conditions with the employer have changed so that it would not be feasible to reinstate the employee in their former position, the Employer will reinstate the employee to a comparable position.

If an employee wishes to return from an authorized leave of absence early, he/she must give the Employer adequate notice prior to reinstatement. An employee may return to work from an authorized workers compensation leave of absence with work restrictions. After a return to work of three (3) months or more, if the employee is unable to perform his/her job duties and resumes his/her workers compensation leave of absence under the same incident, Employer-paid health plan, dental insurance and life insurance benefits will be provided as detailed below (in the Benefits While On An Approved Leave of Absence section). If the employee is unable to return after six (6) months, the employee shall be laid off and shall be eligible for rehire within two (2)

years of layoff if he/she is able to return to work with minor work restrictions and when a position in his/her classification is available.

Section 6. Benefits while on approved medical leave of absence or workers compensation leave.

The following provisions apply to a period of approved medical leave of absence, maternity/paternity/adoption leave or workers compensation leave:

- employees with less than six (6) months of service shall be eligible for Employer-paid health plan, dental insurance and life insurance for a period not to exceed thirty (30) days. Coverage beyond thirty (30) days shall be paid by the employee.
- employees with six (6) months or more of service shall be eligible for Employer-paid health plan, dental insurance and life insurance for a period not to exceed six (6) months. Coverage beyond six (6) months shall be paid by the employee.
- employees with three (3) years or more of service shall be eligible for Employer-paid health plan, dental insurance and life insurance for a period not to exceed one (1) year. Coverage beyond one (1) year shall be paid by the employee.
- employees with ten (10) years or more of service shall be eligible for Employer-paid health plan, dental insurance and life insurance for a period not to exceed two (2) years. Coverage beyond two (2) years shall be paid by the employee.

While on an approved medical leave of absence, maternity/paternity/adoption leave, or workers compensation leave, contributions to the retirement plans shall continue so long as the employee is receiving accrued compensation. Once accrued compensation ceases, retirement plan contributions also cease.

These benefits while on a leave of absence may be extended in extenuating circumstances with approval of the Alliance Executive Director.

Section 7. Personal Leave of Absence

Employees may be granted unpaid personal time off with the approval of the Alliance Executive Director.

Unpaid personal time off over five (5) work days up to a maximum of thirty (30) work days may be requested and granted for justifiable reasons with the approval of the Alliance Executive Director or designee.

Section 8. Benefits while on an approved Personal Leave of Absence

During a period of approved personal leave of absence, employees with six (6) months or more of service shall be eligible for Employer-paid health plan, dental insurance and life insurance, for a period not to exceed thirty (30) days. Coverage beyond thirty (30) days shall be paid by the employee.

Section 9. Military Leave of Absence

Leave of absence for a military service commitment shall be granted all employees with full reemployment rights extended. In cases where employees are in reserve status and serve an annual two (2) week commitment, paid time off may be granted during the leave of absence. Employees are required to provide a copy of the Department of Defense's military duty summons within seventy-two (72) hours of receipt to their immediate Director and a copy to Human Resources. Employees that receive a military duty summons while the Office is closed for the Winter Holiday may wait to provide a copy. Once the Office re-opens in January, the employee must provide a copy within seventy-two (72) hours to their Director. The Employer shall accord all employees who apply for reemployment at the conclusion of military service, reemployment rights the employee is entitled to under then existing statutes. Employees must make application for reemployment within the time limits specified under the law. Employees that receive a military duty summons while on vacation or medical leave may wait to provide a copy of the notice but then provide a copy within seventy-two (72) hours of the first day of returning back to work to their Director.

ARTICLE 11 VACATION

Section 1. Accrual

Vacation shall accrue as follows:

- 0-2 years of service 2 weeks 80 hours per year
- 3-6 years of service 3 weeks 120 hours per year
- 7-11 years of service 4 weeks 160 hours per year
- 12+ years of service 5 weeks 200 hours per year

Part-time employees will have vacation accrual pro-rated based on part-time status.

New employees shall be placed at an accrual rate corresponding to their total full-time labor movement employment, or if hired from a Kaiser Permanente bargaining unit at their accrual rate with KP prior to being hired at the Alliance. New employees with at least five years full-time labor movement experience will receive an initial balance of 80 hours on hire. The maximum vacation accrual is four hundred (400) hours. Once an employee reaches the maximum vacation hours accrual, future accruals will end until such time the employee's vacation hours accrual falls below four hundred (400) hours.

All requests for vacation time off should be submitted electronically to the employee's immediate supervisor.

Section 2. Vacation and Unpaid Personal Time Off Unpaid personal time off shall not be approved until such time the employee has exhausted all accrued vacation time.

Section 3. Payout

At termination, an employee's total accrued, unused vacation hours will be paid.

Employees will be allowed once a year to cash out vacation time accrued above 160 hours for up to 80 paid hours of accrued Vacation. Employees wishing to cash out Vacation must submit a request on or before November 1 of the prior year, with the amount of Vacation they intend to cash out and the pay period in which the cash out will be paid.

With agreement from the Alliance, employees may voluntarily elect to donate accrued Vacation or accrued sick (banked or annual) leave to another Alliance employee experiencing a hardship on a 1:1 basis (one day of donated Vacation or sick entitles the receiving employee to one day of Vacation or sick, regardless of any difference in pay rate between the donating and receiving employees).

Any cash out of accrued vacation must follow IRS and other applicable regulation.

ARTICLE 12 PAID HOLIDAYS

The following thirteen (13) paid holidays are recognized by the Employer:

- Martin Luther King Jr. Day;
- Memorial Day;
- Labor Day;
- Independence Day;
- Thanksgiving Day;
- Day after Thanksgiving;
- Christmas Day;
- New Year's Day; and
- One paid floating holiday, requested by the employee each calendar year and to be taken no later than January 15 of the following calendar year.
- the four days between Christmas and New Years are recognized as paid holidays.

If an employee is assigned to work on a holiday, the employee may take an alternative "holiday" day off within ninety (90) days of the worked day.

ARTICLE 13 SICK TIME

Section 1. Accrual

Full-time employees accrue sick leave at the rate of ten (10) hours per month, or fifteen (15) days per year.

Section 2. Use

Sick leave shall be available to employees for their own illness, and for the following additional circumstances:

- Employees may use up to 5 days of their annual sick leave accrual as wellness days for the purposes of rest and recuperation, or to attend to important personal and family matters, on a non-consecutive basis. These days may be taken as needed or may be prescheduled.
 - Employees may use sick leave to care for an ill member of the employee's immediate family. The definition of immediate family will be based on the definition under California's kin care law.
 - Employees may use sick leave to care for a child, within the first 12 months of birth or adoption.
- Current year sick leave accrual, if available, must be used prior to using sick leave bank time. Sick leave bank time may be used when the employee does not have current year sick leave time available.

Section 3. Calling Off Sick All employees shall notify, by telephone or email, the employee's immediate supervisor if calling off sick.

Section 4. Off Work Orders

All employees must obtain and submit an off work order on the fourth consecutive day of sick leave use. Off work orders are to be submitted to the employee's immediate supervisor and Human Resources only.

Section 5. Payout

Employees have the option to cash out one-half (½) of each year's unused accrued sick leave by providing notice prior to November 1. The cash out will be paid on the first full pay period in January. The remainder of each year's accrued unused sick leave shall be deposited in a sick leave bank. If an employee elects not to cash out any unused accrued annual sick leave, the entire unused portion is deposited in the sick leave bank.

The sick leave bank shall have a maximum accrual of sixty-five (65) days (520 hours). If an employee reaches the maximum sick leave accrual of sixty-five (65) days (520 hours) the employee may either: (1) cash out half of the sixty-five (65) days (520 hours) and continue each year to deposit additional days into the sick leave bank; or (2) maintain the sick leave bank at sixty-five (65) days (520 hours) and cash out all unused accrued annual sick leave. At termination, an employee will receive a payoff of one half (½) of his/her unused accrued annual sick leave and his/her accrued sick leave bank.

Section 6. Requesting Sick Time

Employees are required to notify the Employer on same day of illness of sick leave usage. If an employee receives an off work order, the employee must provide a copy of the off work order to the Employer within forty-eight (48) hours. An off work order does not preclude the employee from notifying the Employer on same day of illness of sick leave usage. An employee who becomes ill may cancel an approved vacation and convert the approved vacation to sick leave prior to the start of the vacation, or on the first day of the scheduled vacation.

ARTICLE 14: RETIREMENT BENEFITS

Section 1: Defined Benefit Pension.

Employees are covered through the AFL-CIO Staff Retirement Plan, subject to the rules and regulations established by the Trustees of that plan.

Section 2: Voluntary 401K Contributions and Employer Match.

Employees may participate in the AFL-CIO 401(k) program through voluntary payroll deduction.

The Alliance supports the importance of each employee's ability to prepare for retirement and will match employee contributions up to 1.25% of the employee's salary to an annual maximum of \$1500 per year.

Effective January 1, 2025, the employer will match employee contributions up to 1.25% of the employee's salary with no maximum.

Additionally, on or about August 1, 2024, the employer will make an additional \$1,000 401k contribution for those employees electing Kaiser Permanente health coverage. Additionally, on or about August 1, 2025 and each subsequent year of this collective bargaining agreement, the employer will make an additional \$1,500 401k contribution for those employees electing Kaiser Permanente health coverage.

Section 3: Employer 401K Contributions.

In lieu of providing retiree medical coverage, the Alliance will provide employer contributions to each employee's 401k account designed to reflect in concept the Kaiser Permanente retiree medical program covering Alliance union members. It is recognized that the Alliance is not in position to completely mirror the KP program, given organizational differences.

For purposes of initial start-up of the program, the Alliance has made one-time initial contributions in December 2019. The methodology for initial contributions is based on:

For 2019, each Alliance employee regardless of start date received an initial contribution of \$2500, along with additional contributions for past service for any prior calendar year in which the employee worked more than ½ the year for the Alliance or the Coalition:

\$2000 for any calendar year in which the employee worked for the Coalition of Kaiser Permanente Unions for more than ½ of the year.

\$2500 for any prior calendar year (applicable to 2018 only) in which the employee worked for the Alliance for more than ½ of the year.

The parties to this agreement recognize that these past service credits are a one-time startup

contribution and will not be automatically extended to any future hires who might otherwise be eligible under the above criteria. Effective 2020, the employer will contribute \$2500 to the 401k account of any employee who has worked at least six months of each calendar year as follows:

1. For those employees on payroll as of January 1 of each year the employer will make the contribution after the employee has completed six months of employment, and the payment will be made in August.
2. For those employees who start between January 1 and June 30, the employer will make the contribution as soon as practicable following the employee's completion of six months of employment.
3. Those employees who start after July 1 will not work six months within the calendar year, and therefore will not be eligible for a contribution for that calendar year.

ARTICLE 15 BENEFITS: HEALTH, LIFE, DENTAL, OPTICAL, DISABILITY INSURANCE, FSA, TUITION REIMBURSEMENT

Section 1. Health

Employees regularly scheduled to work twenty (20) or more hours per week and eligible dependents shall be provided Employer-paid health coverage. Coverage is effective the first day of the month following employment.

Eligible dependents include spouse, domestic partner, dependent children (until the adult child reaches the age of 26), including stepchildren, and special dependents.

Section 2. Dental

Employees regularly scheduled to work twenty (20) or more hours per week and eligible dependents shall be entitled to Employer-paid dental insurance. Coverage is effective the first day of the month following one (1) month of employment.

Section 3. Employer Paid Optical Allowance

Employees regularly scheduled to work twenty (20) or more hours per week and eligible dependents shall be entitled to an Employer-paid optical allowance. The optical allowance shall be Three Hundred dollars (\$300.00), every twenty four (24) month period, toward the purchase of covered eyeglass lenses, frames and/or contact lenses, including fitting and dispensing. If an Ophthalmologist or Optometrist, within twelve (12) months of the initial point of sale determines that a significant change in prescription is required, an additional allowance of Three Hundred dollars (\$300.00) will be applied toward the cost of replacing the original eyeglass lenses and/or contact lenses. For employees receiving coverage under the AFL-CIO Health and Welfare Fund, optical benefits are as provided by the AFL-CIO Fund, and not through this Optical Allowance.

Section 4 Disability Insurance

Employees shall be provided disability insurance. For details of coverage see Exhibit .

Section 5 Life Insurance

Employees shall be entitled to Employer-paid life insurance.

Section 6. Death Benefits

In addition to Life Insurance, an employee is entitled to other benefits that provide beneficiary/beneficiaries financial security in the event of death while actively employed or on an approved leave of absence. An employee's final paycheck shall include wages for all hours worked, all accrued and unused vacation, severance pay, one-half (½) of accrued annual sick leave, and one-half (½) of accrued banked sick leave. The final paycheck will be paid to an employee's designated beneficiary or beneficiaries. If an employee's designated beneficiary or beneficiaries cannot be located, or none were designated, the benefit shall be paid according to applicable Federal and/or state law.

If an employee meets the eligibility requirements for post-retirement Employer-paid Kaiser Permanente Foundation Health Plan benefits at time of death, post-retirement health plan benefits shall continue for an employee's surviving spouse, until such time the spouse remarries or dies.

Section 7: Tuition Reimbursement

Tuition and continuing education reimbursement is offered at \$3,000 per calendar year for all benefits-eligible Alliance employees who are scheduled to work 20 hours or more per week who have been employed for at least 12 months of continuous service as of the date the course(s) start are eligible. The program will be administered consistent with IRS regulation, and with KP policies applicable under the National Agreement, including but not limited to covered and excluded course(s) and expenses, documentation and approval requirements, and other eligibility requirements. If the Alliance bargains for increased tuition reimbursement under the National Agreement, this amount will be increased on the same basis.

If the Alliance and KP reach agreement on a Student Loan Repayment program, the employer and the union will meet to discuss whether a similar program can be extended to Alliance employees.

Section 8. Flexible Spending Accounts

Employees shall be afforded the opportunity to participate in flexible spending accounts in the amounts of \$2500 per year for medical expenses and \$5000 for dependent care. For details see Exhibit .

Article 16 TRANSPORTATION ALLOWANCE

A transportation allowance of up to \$100 per month based upon receipts, for commuting purposes, including parking and public transit.

Article 17 SALARIES

Section 1. Annual starting salaries for field directors range from \$110,000 to \$140,000 and \$80,000 to 130,000 for Project administrative staff. Initial placement within the range is at the discretion of the Executive Director based on the following factors:

- Number of years of full-time professional labor movement and/or LMP employment
- Level of responsibility in prior employment – for example experience managing staff in a labor union context, experience leading large programs, and high-level employer relations experiences
- Relevance of prior employment experience to partnership work including experience in KP labor management partnership work or closely similar work
- Necessary salary offers to attract the top candidate for an opening

Section 2. The parties agree to follow the Alliance policy of a weighted average ATB determined by the prior October 1 National Agreement between AHCU and KP ATBs.

- January 1, 2024: 2%
- January 1, 2025: 2%
- January 1, 2026: WAR

Lump Sums: Where the Alliance NA agreement provides an across-the-board lump sum payment in addition to an ATB, employees shall also receive that lump sum payment effective January 1. This only applies to lump sum payments made in connection with the October 1 ATB, and not to lump sum payments that may be made for other reasons (by way of example, but not limitation, the “thank you bonus” provided to KP employees would not be applicable):

- January 1, 2024: 2% lump sum based on 2023 earnings
- January 1, 2025: 2% lump sum based on 2024 earnings

Note that in order to appropriately calculate the lump sum bonus, the year’s payroll will need to be completed, and the lump sum will be paid as soon as reasonably possible thereafter, allowing sufficient time to calculate and submit for payroll.

Lump sums will be calculated on the employee’s actual base salary earnings as paid by the Alliance, including sick leave, vacation, and holiday pay. It will not include any additional sick leave cash out, vacation cash out, benefit payments, or stipends.

Notwithstanding the above limitations, if the AHCU national agreement contains an across-the-board ratification bonus in 2025 negotiations, the employer will additionally provide such a bonus to

bargaining unit employees in January 2026.

Supplemental across the boards. In the event Kaiser Permanente agrees to provide the Alliance members covered by the National Agreement with a supplemental across the board increase, increase the October 1 lump sum, and/or convert lump sums to across-the-board increases, the above numbers will be recalculated. For example, if a lump sum is converted to an ATB, the ATB would be adjusted by that amount, and no lump sum would be paid. Alternatively, if Kaiser Permanente agrees to provide an off-cycle ATB, that ATB would be included in the WAR for the following January 1. Note that market adjustments provided to a portion of the Alliance National Agreement will not be considered as ATBs for the purposes of this agreement.

Article 18 EMPLOYMENT SEPARATION

Section 1. Employees are requested to provide a minimum two (2) weeks' notice of termination. Additional notice is appreciated.

On the last day worked, the employee will receive:

- pay for all accrued vacation hours;
- pay for one half (½) of all current year sick leave hours accrued and unused as of date of termination;
- pay for one half (½) of all sick leave bank hours;
- compensation for hours worked, including the last day worked; and
- severance pay, if applicable.

Payment of accrued sick leave requires completion of one (1) year of employment. Health plan, dental insurance and life insurance benefits continue until the end of the month in which the employee terminates.

Section 2. Severance Pay

All employees whose employment has been terminated as a result of a layoff are eligible to receive severance pay. Severance Pay shall consist of one (1) week pay per two (2) years of service up to a maximum twelve (12) weeks pay with a minimum of two (2) week's pay. Payment will be made at the employee's current base wage rate and partial years of service shall be prorated.

In the case of voluntary resignation, severance pay shall consist of one (1) week pay per two (2) years of service up to a maximum twelve (12) weeks pay with a minimum of two (2) week's pay.

On the last day worked, the employee will receive:

- pay for all accrued vacation hours;
- pay for one half (½) of all current year sick leave hours accrued and unused as of date of termination;
- pay for one half (½) of all sick leave bank hours

In the case of voluntary resignation, severance pay shall consist of one (1) week pay per two (2) years of service up to a maximum twelve (12) weeks pay with a minimum of two (2) week's pay. Payment will be made at the employee's current base wage rate and partial years of service shall be prorated. In cases of voluntary resignation an employee must have six months' service in order to qualify for severance pay.

Employees terminated for cause are not eligible for severance pay.

ARTICLE 19 WORK LIFE BALANCE

The parties recognize the importance of work life balance and are committed to creating a culture that encourages employees to schedule and take time off. All parties will make the effort to respect individuals' time off without interruption, except in emergencies. The parties will explore options for scheduling internal Alliance meetings in a way that reserves time for focused work.

ARTICLE 20: NON-DISCRIMINATION/ NON-HARASSMENT

The Alliance is committed to a workplace that reflects the diversity of America and of our affiliated member unions defined broadly and where the talent, skills, and uniqueness of each staff member are respected. There shall be no discrimination against any Employee or applicant because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, union status, atypical cellular or blood trait, or any other characteristic protected by law. The Employer is committed to providing a work environment free from discrimination and unlawful harassment, such as verbal, physical, or visual that is unwelcomed and is based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic. The Employer will take all reasonable steps to investigate a complaint and to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported the harassment. The Employer will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment or retaliation. If the investigation reveals that the complaint is valid, prompt attention/action will be taken to stop the harassment immediately and to prevent its reoccurrence.

ARTICLE 21: UNION ACTIVITY

There shall be no discrimination by the Employer against any bargaining unit member because of membership in, or activity on behalf of, the Union. No employee shall experience any discrimination in work assignment as a result of their union activity.

ARTICLE 22: COURTESY AND PROFESSIONALISM

The Employer and the Union agree to encourage everyone, regardless of position in the organization, to perform in an efficient, courteous, professional, and dignified manner when

interacting with one another and when interacting with our affiliate member unions. The Employer and the Union agree that it is important that all employees of the Alliance, including both managers and bargaining unit employees, project professionalism and build a positive reputation for the Alliance among members and leaders of our affiliate member unions, representatives of the employer, and external audiences. This includes refraining from unauthorized disclosure of confidential, internal, Alliance business and proprietary information, strategy, and personnel issues. This includes refraining from disparaging fellow employees (defined as bargaining unit members and managers) to members of affiliate labor organizations, employer (KP) representatives, or others outside the organization, including but not limited to disparaging the qualifications, skills, or performance of fellow employees. This also includes refraining from publicly criticizing to these audiences the decisions of Alliance governing bodies.

ARTICLE 23: BULLY-FREE WORKPLACE

The Employer and the Union are committed to promoting a civil, respectful, and bully free work environment and to work together to create a culture of respect within the Alliance.

Workplace bullying is defined as the repeated mistreatment of one (1) or more employees by one (1) or more perpetrators. Such mistreatment includes but is not limited to name calling, public or private humiliation, screaming or yelling, ridicule, disrespectful or offensive language, belittling, taunting, and character assassination. Any behaviors that contribute to a hostile, humiliating or intimidating work environment will not be tolerated.

Any employee that believes they are being subjected to such behaviors shall raise their concerns with the Executive Director of the Alliance, or if the Executive Director of the Alliance is the subject of the complaint, with the Chair of the Alliance Executive Board.

ARTICLE 24: ERGONOMIC HOME OFFICE.

1. The employer and union will explore opportunities for ergonomic assessment of employee's home office environment. The goal will be to identify low-cost methods of providing important guidance to employees on creating an ergonomically safe home office environment.
2. The employer and union will partner in identifying quality, dependable, and affordable ergonomically safe home office desks and chairs. The employer and the union will jointly agree on a list of approved keyboards, mouses, monitors, home office desks and chairs eligible for reimbursement.
3. During the term of this agreement, each employee may be reimbursed up to a maximum of \$1000 (total for the term of the agreement) for the purchase of equipment on the approved list. If after the review conducted in section 2, it is not reasonably possible to purchase appropriate ergonomically needed equipment for \$1000, the employer will agree to review and increase in this amount up to a maximum of \$1200.

4. It is understood that any equipment purchased under this section, and reimbursed by the employer, remains property of the employer. If the employee separates employment for any reason, the employee will be given the opportunity to purchase the equipment at the depreciated value as calculated by the employer's accountants. If the employee declines to purchase the equipment, the employer has the right to arrange the return of the equipment, and the employee will cooperate with the employer to allow the equipment to be collected and returned prior to the employee's final day of employment. The employee may retain the equipment if the employer's accountants determine that the equipment is fully depreciated, typically five years after date of purchase.

ARTICLE 25 - ENTIRE AGREEMENT

The parties agree that this Collective Bargaining Agreement constitutes the entire contract governing wages, hours and conditions of employment. The term hereof, settles all demands and issues subject to collective bargaining.

ARTICLE 26 - SAVINGS CLAUSE

Should any article, section or portion thereof be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to hold themselves available to negotiate a substitute for the invalidated article, section or portion thereof. The remaining parts of provisions shall remain in full force and effect.

ARTICLE 27- TERM OF AGREEMENT

The term of this Agreement is January 1, 2024 through December 31, 2026. Either party may serve written notice to the other party of its intent to amend the Agreement at least ninety (90) days prior to the expiration date. If no timely notice is provided by either party, the agreement automatically extends for an additional twelve (12) month period from date of expiration.

For the Alliance:

For the Alliance Staff Union, WBNG, CWA, AFL-CIO

Hal Ruddick

Hal Ruddick

Jessica Butz

Jessica Butz

Julie Kwiek

Julie Kwiek

Katie Ekstrom


Katie Ekstrom

Terilyn Carvalho Luke

Teri Carvalho Luke

Michael Ulloa

Michael Ulloa

Signature: 
Hal Ruddick (Mar 25, 2024 11:11 PDT)
Email: hal.ruddick@ahcunions.org

Signature: 
Email: julie.kwiek@ahcunions.org

Signature: 
Terilyn Carvalho Luke (Mar 26, 2024 11:49 HST)
Email: tcl.hnhp@gmail.com

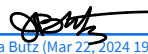
Signature: 
Michael Ulloa (Mar 22, 2024 20:10 PDT)
Email: mulloa@local501.org

Brenda Rodriguez

Brenda Rodriguez


Simone Zimmer

Simone Zimmer

Signature: 
Jessica Butz (Mar 27, 2024 19:22 PDT)
Email: jessica.butz@ahcunions.org

Signature: 
Katie Ekstrom (Mar 25, 2024 09:51 PDT)
Email: katie.ekstrom@ahcunions.org

Signature: 
Email: brenda.rodriguez@ahcunions.org

Signature: 
Simone Zimmer (Mar 22, 2024 20:16 PDT)
Email: simone.zimmer@ahcunions.org












AHCU-WBNG.CWA CBA 2024 for signature

Final Audit Report

2024-03-26

Created:	2024-03-23
By:	Christina Kaoh (christina.kaoh@ahcunions.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARuWY-Zw0tUwluFFcPAWYjInflytZQeRj

"AHCU-WBNG.CWA CBA 2024 for signature" History

-  Document created by Christina Kaoh (christina.kaoh@ahcunions.org)
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-  Document emailed to Hal Ruddick (hal.ruddick@ahcunions.org) for signature
2024-03-23 - 2:19:59 AM GMT
-  Document emailed to Jessica Butz (jessica.butz@ahcunions.org) for signature
2024-03-23 - 2:19:59 AM GMT
-  Document emailed to Julie Kwiek (julie.kwiek@ahcunions.org) for signature
2024-03-23 - 2:20:00 AM GMT
-  Document emailed to Katie Ekstrom (katie.ekstrom@ahcunions.org) for signature
2024-03-23 - 2:20:00 AM GMT
-  Document emailed to Teri Carvalho Luke (tcl.hnhp@gmail.com) for signature
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-  Document emailed to Brenda Rodriguez (brenda.rodriguez@ahcunions.org) for signature
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-  Document emailed to Michael Ulloa (mulloa@local501.org) for signature
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-  Document emailed to Simone Zimmer (simone.zimmer@ahcunions.org) for signature
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-  Email viewed by Jessica Butz (jessica.butz@ahcunions.org)
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-  Document e-signed by Jessica Butz (jessica.butz@ahcunions.org)
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Signature Date: 2024-03-25 - 4:51:01 PM GMT - Time Source: server- IP address: 97.120.222.248

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 Signer Teri Carvalho Luke (tcl.hnhp@gmail.com) entered name at signing as Terilyn CarvalhoLuke


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 Document e-signed by Terilyn CarvalhoLuke (tcl.hnhp@gmail.com)

Signature Date: 2024-03-26 - 9:49:52 PM GMT - Time Source: server- IP address: 76.83.160.202

 Document e-signed by Julie Kwiek (julie.kwiek@ahcunions.org)

Signature Date: 2024-03-26 - 10:13:13 PM GMT - Time Source: server- IP address: 24.6.2.254

 Agreement completed.

2024-03-26 - 10:13:13 PM GMT