



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

**Sutter Care at Home
Alameda Hospice**

July 9, 2024 – January 8, 2026

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AGREEMENT

THIS AGREEMENT is made and entered into by and between SUTTER CARE at HOME Alameda Hospice branch (hereinafter called the “Employer”) and NATIONAL UNION OF HEALTHCARE WORKERS (NUHW) (hereinafter called the “Union”).

PREAMBLE

Both parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operation of the Employer. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.

The Employer and the Union agree that their representatives, supervisors and employees will treat each other with dignity, courtesy and trust. This paragraph will not be subject to the arbitration provisions of the Grievance Procedure.

ARTICLE 1 – RECOGNITION

All Full-time, regular Part-time, and Per Diem, Hospice Case Managers, Hospice Nurse II, Hospice Nurse III, Hospice Nurse Practitioners, Hospice Medical Social Workers, Chaplains II, Bereavement Counselors II, and Hospice Aides employed by the Employer at its facility located at 1025 Atlantic Ave, Suite 100 Alameda, CA 94501. Excluding: All other employees, confidential employees, employees represented by other labor organizations, guards, and supervisors as defined by the National Labor Relations Act.

Newly Established Classifications

When the Employer establishes a new job classification within the scope of the bargaining unit covered by this Agreement, the Employer shall notify the Union at least two (2) months prior to the implementation of the new job classification.

If a new job classification has duties that are substantially within the scope of duties performed by recognized bargaining unit classifications, this Agreement shall apply to that classification. The wage rate for that classifications shall be determined by mutual agreement between the parties.

ARTICLE 2 –NO DISCRIMINATION

The Employer and the Union agree that neither the Union nor the Employer shall permit discrimination on the basis of Union activity, race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information,

marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, equal pay and any other characteristic protected by state, federal or local law (collectively "protected category").

In addition, the Employer prohibits retaliation against a person who engages in activities protected under this policy. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy.

The Employer agrees to maintain policies prohibiting discrimination and agrees that such policies shall be readily accessible to employees when requested.

ARTICLE 3 – UNION MEMBERSHIP

3.1 DUES OR FEES

Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or, if the employee objects to the payment of that agency fee, such employee shall, as a condition of employment pay that portion of the agency fee required by law.

3.2 FAILURE TO COMPLY WITH REQUIREMENTS

An employee who fails to comply with the requirements specified in the immediately preceding paragraph shall be replaced by a competent employee whenever such competent employee is available, but no sooner than forty-five (45) days after the written notice to the Employer by the Union concerning the delinquency. The employee shall not be replaced if the employee has remedied the delinquency within the forty-five (45) day period. The Employer in its sole discretion shall determine the competency of a replacement employee. The Union will hold harmless the Employer from any such claims or liability arising out of this section, including the expense of defending against such claims.

3.3 UNION MEMBERSHIP ORIENTATION DURING NEW EMPLOYEE ORIENTATION

At the time a new employee is hired who will be subject to this Agreement, the Employer shall provide the Union thirty (30) minutes of time during the Employer's normal orientation program to provide a new member orientation for new bargaining unit

employees. The Employer shall provide the Union notice at least fourteen (14) days in advance of new employee orientations. Written requests made within two (2) business days following such notice being provided to the Union for steward release time for this purpose will not be unreasonably denied.

3.4 EMPLOYEE INFORMATION PROVIDED BY THE EMPLOYER.

The Employer agrees to provide the Union an electronic file in Excel or similar format containing a complete roster of employees represented by the Union, containing the following information about each employee:

Name; Home Address; Home phone number; Classification; Wage rate; Department; Shift (based on actual hours shown on last full pay period before the first of the month); Status (Full-time, Part-time, Temporary, Limited Term, Short Hour or Per Diem); Indications in any change in status (i.e. leave - paid or unpaid, Worker's Compensation, or terminated); Date of hire; Employee ID; Work location (campus).

The Employer has forty-five (45) days after ratification before it must produce the initial roster as described in this paragraph. Thereafter, the Employer will provide this information no later than the 10th of each month.

3.5 LIST OF STEWARDS PROVIDED TO NEW EMPLOYEES

A list of shop stewards, their names, work telephone numbers, job classifications, work locations, shifts, and departments will be provided to all newly hired employees covered by this Agreement.

ARTICLE 4 – PAYROLL DEDUCTION OF UNION DUES

4.1 WRITTEN ASSIGNMENT OF WAGES FOR DUES/FEES

The Employer will honor written assignments of wages to the Union for the payment of Union membership fees when such assignments are submitted in a form agreed to by the Employer and the Union.

4.2 REMITTANCE OF DUES/FEES

The Employer will promptly remit the membership fees deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Normally, the deduction will be made on the first pay period of each month for the then current membership fees. However, the Union and the Employer may make other arrangements by mutual consent.

4.3 INDEMNIFICATION

The Union will hold harmless the Employer against any claim that may be made by any person by reason of the deduction of Union membership fees, including the cost of defending against any such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this section.

ARTICLE 5 – COPE CHECK OFF

The Employer will honor voluntary written assignment of wages to the Union's Committee on Political Education (COPE) fund when such assignments are submitted on an official Union form, and the Employer will promptly remit such contributions to the Union.

It is understood by the parties that such contributions will be on an individual and voluntary basis.

ARTICLE 6 – SHOP STEWARDS

NUHW may elect two (2) Shop Stewards with two (2) alternates. NUHW will notify the Employer promptly in writing of the names of the stewards. Shop Stewards shall be non-introductory employees. The function of the Shop Steward shall be to handle grievances and to ensure that the terms and conditions of the Agreement are observed.

The functions of the Union steward include the authority to (1) settle or assist in settling problems arising in connection with the application or interpretation of the Agreement, (2) the authority to resolve grievances at Step 1 or 2 of the grievance procedure, and (3) serving as a Union representative for Weingarten meetings.

Employees may request the presence of a Shop Steward in accordance with their Weingarten Rights. If a Union representative is unavailable, the delay in the investigatory interview/meeting shall not exceed twenty-four (24) hours from the originally scheduled time.

The function of the Shop Steward shall not interfere with the job duties of the Shop Steward nor any other employee.

Union stewards shall perform their functions or Union-related activities on their own time. However, if the Employer schedules a meeting with a Union steward during the Union steward's work shift, that time will be paid for by the Employer.

Time Off for Union Education Programs. Upon advance written request in accordance with established PTO Request Guidelines and subject to staffing and scheduling needs, the Employer will grant up to three (3) days of PTO per calendar year to a Union steward for the purpose of participating in Union education programs.

ARTICLE 7 – EMPLOYEE CATEGORIES

7.1 REGULAR FULL-TIME

A regular Full-time employee is one who is regularly scheduled to work at least sixty (60) hours per pay period (0.75 to 1.00 FTE).

7.2 REGULAR PART-TIME.

A regular Part-time employee is one who is regularly scheduled to work at least forty (40), but fewer than sixty (60) hours per pay period (0.5 to 0.749 FTE).

7.3 SHORT-HOUR

A Short-hour employee is one who is regularly scheduled to work at least sixteen (16), but fewer than forty (40) hours per pay period (0.2 to 0.49 FTE).

7.4 PER DIEM.

A Per Diem employee has no guaranteed minimum number of days or hours and is not regularly scheduled on an ongoing basis. Per Diem employees are employed to work on an "as needed" basis to cover vacations, holidays, absences due to illness, personal emergencies unanticipated volume increases, or other vacancies in schedules. Per Diem employees may be prescheduled to work when scheduling needs are not met by the unit's Full and Part-time employees on straight-time schedule.

7.5 TEMPORARY.

A temporary employee is hired for an anticipated term of employment of fewer than six (6) months in a Full-time or Part-Time position and has no reasonable expectation of employment beyond completion of the project or period. No temporary employee's term of employment shall last longer than six (6) months, unless extended by mutual agreement between the Union and the Employer. The Employer shall make every effort to use regular employees rather than temporary employees. A temporary employee is a bargaining unit employee. Temporary employees may be offered medical benefits consistent with the Employer Shared Responsibility provisions of the Affordable Care Act, depending on the anticipated number of hours to be worked at the time of hire.

7.6 LIMITED TERM EMPLOYEE

A Limited Term employee is hired for an anticipated term of employment of six (6) or more months but less than one (1) year in a Full- or Part-Time position and has no reasonable expectation of employment beyond completion of the project or period. A Limited Term employee is a bargaining unit employee.

7.7 EXEMPT EMPLOYEES

For any bargaining unit positions classified as "exempt" under California wage-and-hour law, the following shall apply: The Employer will comply with California law regarding exempt employees. Accordingly, the provisions of this Agreement concerning meal and

rest periods, overtime, premium pay, and payment on an hourly basis, and any other provisions that apply solely to non-exempt employees shall not apply to exempt employees. Nothing in this Agreement is intended to deviate from California law regarding exempt employees.

ARTICLE 8 – RECLASSIFICATION

8.1 PER DIEM AND SHORT-HOUR

When a Short-hour or Per Diem employee is regularly assigned for a period in excess of six (6) consecutive months to a work schedule of an average of forty (40) hours per pay period or more, the Employer shall post a regular Full-time or regular Part-time position (generally consistent with the hours and shifts worked by the employee triggering the posting) per the posting provisions of this Agreement.

Any employee, including the employee triggering the posting, may bid for the position and the position shall be awarded consistent with the provisions Article 10 (Position Posting and Filling of Vacancies).

8.2 PART-TIME

A regular Part-time employee who is regularly assigned to an additional day or days of work beyond their weekly schedule of work for a period of six (6) consecutive months may request to be reclassified to a revised schedule consistent with such additional work. If the hours worked by the employee qualify per the guidelines set forth in this Article, the employee will have their FTE increased not to exceed the hours that the employee averaged during the preceding consecutive six (6) months. If the employee has a paid day off on a scheduled workday, such day shall be counted as a regularly assigned workday.

8.3 RECLASSIFICATION EXCEPTION

Contractual reclassification provisions shall not apply to any time worked by an employee while filling in for an employee on an approved leave of absence.

ARTICLE 9 – SENIORITY

9.1 ACCUMULATION

Bargaining Unit Seniority

Seniority, regardless of employee category, shall commence upon the most recent date of hire into a bargaining unit position prior to, on, or after the effective date of the Agreement.

9.2 TIE BREAKER

If employees have the same seniority date, the following criteria will be used to determine which employee has more seniority: (1) Date of hire; (2) The last four digits of

the employees' Social Security Number will be used to determine the employee's order on the seniority list. The employee with the lowest number, i.e. 1000 over 1001, will be deemed to have more seniority.

9.3 SENIORITY LIST

The Employer shall maintain seniority lists which will be provided to the Union every six (6) months.

9.4 LOSS OF SENIORITY

An employee's seniority shall be lost for any of the following reasons:

- a. The employee resigns.
- b. If the employee is discharged with cause.
- c. Layoff without recall/rehire in excess of twelve (12) consecutive months.
- d. Failure to return to from a leave of absence in accordance with the terms of the leave.

9.5 INTRODUCTORY PERIOD

- a. Employees shall be considered an introductory employee for the first three (3) months following the employee's most recent date of hire.

- b. Application of Seniority During Introductory Period

An introductory employee shall have no seniority rights but shall acquire seniority retroactive to their date of hire upon completion of the introductory period. Seniority shall have no application during the employee's introductory period.

If, at the end of the initial introductory period an employee's performance warrants further review and/or improvement, the Employer and the Union may mutually agree to extend the Introductory Period, with written notice of the extension, for an additional thirty (30) days. Failure to meet position and performance expectations during the Introductory Period may lead to immediate dismissal from the position.

Introductory employees may be discharged or disciplined in the Employer's sole discretion, and such discharge or discipline shall not be subject to the grievance procedure or arbitration hereunder.

9.6 RECIPROCITY

Employees from other branches participating in reciprocity (Alameda Hospice, Concord/Alameda Home Health, San Francisco Home Health, and San Mateo Hospice) of seniority who successfully transfer into this bargaining unit will retain their seniority date from their former branch for the purposes of bargaining unit seniority.

ARTICLE 10 – POSITION POSTING AND FILLING OF VACANCIES

10.1 POSTING NEW AND EXISTING POSITION VACANCIES

Before being posted externally, an open position covered by this Agreement for which the Employer is recruiting shall be posted for seven (7) calendar days on the Employer's internal job posting system so that employees in the bargaining unit who wish to do so and who think they may be qualified shall have an opportunity to apply.

Postings for positions shall include the specific qualifications and, with the exception of per diem postings, the specific schedule, shift, and weekly hours, unless the schedule is varied, in which case the applicable parameters of the varied workdays and/or hours shall be included.

10.2 PREFERENCE IN FILLING VACANCIES

At the end of the seven (7) calendar days, if there are applicants from within the bargaining unit who meet the qualifications of the job as stated in the posting, an applicant shall be awarded the vacant position, by seniority, according to the following order.

- a. Regular Full-time and regular Part-time employees
- b. Short-hour and Per Diem employees
- c. Limited Term and Temporary employees
- d. Former bargaining unit employees who have been displaced for less than one (1) year.
- e. Bargaining unit from other branches as set forth in the paragraph
- f. Other applicants

If after the aforementioned bidding process is completed, with no employee having expressed a desire for the position or having qualified for the position, qualified employees in other branches will be given preference by seniority, first to regular employees, then to Short Hour employees, then to Per Diem employees, then to Limited Term employees, and then to Temporary employees provided the employees bidding for the position are in branches which have agreed to reciprocity of seniority and to this same bidding.

At the end of the seven (7) calendar days if no applicants as listed above are awarded the vacant position, the Employer may hire any applicant it prefers, whether from inside or outside of the bargaining unit.

ARTICLE 11 – REDUCTIONS IN FORCE

The parties to this Agreement recognize that the Employer may experience sudden drops in patient census that would require temporary workforce reductions. In order to accomplish these reductions, the procedure outlined below shall be followed.

11.1 CALL-OFF

- a. If the Employer finds it necessary because of a short-term reduction in census or comparable business reasons to call employees off the schedule within a particular classification, employees will be given notice at least two (2) hours prior to the start of the shift. Call-offs shall occur in the following order:
 - i. Registry;
 - ii. Employees working overtime or call back (seniority to be the determining factor if more than one employee);
 - iii. Request (volunteers);
 - iv. Employee working an extra day beyond the employee's regular schedule;
 - v. Limited Term and Temporary employees
 - vi. Pre-scheduled Per Diem employees (rotation to be determining factor if more than one (1) employee);
 - vii. Short Hour employees (rotation to be determining factor if more than one employee);
 - viii. Travelers working on a contract basis;
 - ix. Regular Part-time employees (rotation to be the determining factor if more than one employee);
 - x. Regular Full-Time employees (rotation to be the determining factor if more than one employee).
- b. Upon being called off, the employee shall have the option of either:
 - i. Taking Paid Time Off; or
 - ii. Taking unpaid time off as Employer Requested Absence (ERA).
 - iii. A benefit-eligible employee who chooses to take ERA time shall have the scheduled hours counted toward benefit eligibility.

11.2 LAYOFF AND NOTICE OF JOB CHANGES

If, in the determination of the Employer, a layoff (including an ongoing reduction in regularly scheduled hours) becomes necessary within a particular classification, seniority shall prevail in such layoff and recall there from, applied to the employee(s) within the particular classification where the layoff is necessary, provided that the skill, ability, and general qualifications for the position are substantially equal.

- a. A layoff within a classification shall be administered in the following order: Introductory employees; Part-Time employees; and Full-Time employees. If applicable based on the employee's classification, a laid-off employee may be placed in the per diem pool.
- b. The Employer shall notify the Union at least thirty (30) days prior to any layoff. At the request of the Union, the Employer shall meet and confer with the Union regarding the proposed implementation of the layoff. Pending the implementation of the layoff, all hiring and/or transfers into the affected classification(s) shall be halted.
- c. Any employee who is terminated for reason of layoff will be provided notice of such layoff or pay-in-lieu of notice based on FTE status at time of layoff or a combination of notice and pay-in-lieu, based on the following years of service:
 - i. Fewer than 5 years: 2 weeks;
 - ii. 5 years and fewer than 10 years: 3 weeks; and
 - iii. 10 or more years: 4 weeks.
- d. Severance Pay will be paid as a lump sum and shall be paid within sixty (60) days following termination of employment. Employees who accept the lump sum severance will not be eligible for recall.
- e. The Employer retains the right to determine in its discretion the combination, if any, of notice and pay-in-lieu notice to be provided to an employee, as long as at least one (1) weeks' notice is included in the total amount.
- f. If the Employer decides to combine or abolish departments or facilities or create or delete any new professional positions within the bargaining unit, it shall give the Union thirty (30) calendar days advance notice and, upon request, shall meet and confer with the Union regarding this change. This obligation to give notice and to meet and confer with the Union, however, shall not modify the Employer's management rights to make the proposed change(s).
- g. In the event of a layoff, at the request of either the Union or the Employer, the parties may meet to discuss whether a work share agreement among the affected employees is feasible and may, by mutual agreement, institute a work share agreement. Such discussions shall not affect either the Employer's right to conduct layoffs or the timeline under the Agreement for implementing such layoffs.
- h. In all of these cases, unless otherwise specified, seniority shall be the determining factor for both the right to work and the right to be voluntarily called off.

ARTICLE 12 – EMPLOYEE EVALUATIONS

The Employer shall evaluate the performance of all employees at least once a year.

Performance evaluations shall be based on objective and observable behaviors or activities of the duties required of the position.

Performance evaluations are to be used as a teaching tool, provide an opportunity for feedback, recognition, and identification of mutual areas of interest.

Performance evaluations are not used for purposes of corrective action. They will not serve as the basis for denying transfer rights within the bargaining unit, nor for the granting or withholding of annual wage increases or promotions.

Performance evaluations will not be subject to the grievance procedure. If the employee disagrees with the performance evaluation, the employee can express their disagreement with the evaluation in writing and attach it to the performance evaluation.

ARTICLE 13 – SAFETY

The parties agree that there are risks to employees in hospice work. The Employer and the Union agree to cooperate and continuously identify and work to mitigate work related hazards.

The Employer will seek to minimize the risk of danger to employees by pre-screening potential patients.

The Employer recognizes that despite best efforts to identify and minimize potential risks to employees, unsafe or dangerous conditions may be encountered by employees in the course of performing a patient visit. In such case, the employees will secure their personal safety, contact their supervisor to discuss the issue and jointly assess the risk of the situation to the employees and the patient. The Employer and the employees will jointly decide the course of action for the employee that should be taken, including but not limited to a joint visit with a manager to the patient's residence, etc., consistent with the Employer's policies. No other employees will be assigned the same patient unless they have been apprised of the safety concern and have been afforded the same rights as set forth in this Article.

ARTICLE 14 – CORRECTIVE ACTION

14.1 JUST CAUSE

The Employer may issue corrective action or discharge any employee for just cause, including, but not limited to, violations of the Employer and/or Sutter Health policy or procedures.

14.2 PROGRESSIVE CORRECTIVE ACTION

The Employer agrees to utilize progressive corrective action where consistent with the standard of just cause.

All corrective action notices shall be maintained in the employee's file and shall not be removed. If, after twelve (12) months in active employment status, an employee has received no further corrective actions for the same or similar reason, a first written warning or a second written warning for non-serious violations will be considered inactive and may only be taken into consideration for purposes of determining the next step in applying progressive corrective action if it demonstrates a pattern of similar behavior.

Corrective action for serious violations includes but is not limited to incidents of harassment, discrimination, retaliation, acts or threats of violence, falsification of records, patient abuse or neglect, HIPAA violations, being under the influence or use of drugs or alcohol in the workplace, theft or misappropriation, other acts evidencing dishonesty, or a lack of transparency, job abandonment, or any other act or failure to act that, in the opinion of the Employer, is of sufficient magnitude or consequence. Final written warnings remain active indefinitely but will only be considered for repeated violations of the same rule before being used to substantiate any further correction action.

Generally, a repeated violation of the same rule, recurrence of the same issue(s), or a new violation/issue in the same category (performance/conduct or attendance) results in advancement to further stages of corrective action.

14.3 NOTICE OF TERMINATION

Except in the case of termination of an introductory employee, written notice of discharge will be faxed or emailed to the Union and sent to the employee within seventy-two (72) hours after such action. The notice will state the cause of the discharge.

ARTICLE 15 – GRIEVANCE PROCEDURE AND ARBITRATION

- 15.1 A grievance shall be defined as a statement by an employee or by the Union that the Employer has violated the terms of this Agreement, and that by reason of such violation an employee or employees (or their rights) have been adversely affected. All grievances shall be processed in accordance with the grievance procedure set forth in this Article. An employee may be assisted or represented by a representative of the Union at any step in the grievance procedure.

a. Step 1

- i. An employee with a grievance is to identify it as such and discuss the matter within twenty-one (21) calendar days of its occurrence or discovery of the event giving rise to the grievance with the appropriate manager or unit supervisor in an effort to resolve the grievance.

- ii. If the grievance is not resolved or the employee has not received a response within twenty-one (21) calendar days of the date of the initial discussion, the grievance shall automatically be eligible for Step 2.

b. Step 2

- i. A written summary of the grievance must be submitted to the Employer's designated representative within seven (7) calendar days of the decision of Step 1 or of the end of the twenty-one (21) calendar days, or within seven (7) calendar days in the event of a discharge. The summary shall include the specific provisions of this Agreement alleged to have been violated and the requested remedy.
- ii. A meeting with the employee and the Employer's designated representative will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting date will occur within fourteen (14) calendar days from the date the grievance is received by the Employer's designated representative. A written reply will be provided by the end of the fourteenth (14th) calendar day following the meeting.

c. Step 3 – Mediation

In the event the grievance is not settled at Step 2 and if the Union notifies the Employer's designated representative within fourteen (14) days of the receipt of the Step 2 response or, in the event that no response is received, within fourteen (14) days of the end of the period of time when it should have been received that it wishes to advance the grievance further, the Union and the Employer will request and utilize the services of an agreed-upon federal mediator in an attempt to resolve the grievance and to avoid the unnecessary use of the arbitration process. The request for mediation services shall be made within seven (7) days of the Union's notification. The meeting shall be scheduled as soon as is practical.

The recommendation of the mediator is not binding on either party.

d. Step 4 – Arbitration

- i. If the grievance is not resolved at Step 3, or if the mediation meeting does not occur within thirty (30) calendar days, of the request for mediation services:
 - (1) The Union may request in writing that the matter be submitted to an impartial arbitrator for determination.
 - (2) This written request must be made no later than ten (10) calendar days after the hearing with the mediator, or no later than ten (10) days after the end of the thirty (30) days during which the hearing should have occurred.

- ii. The impartial arbitrator shall be chosen by the parties by alternately striking names until one (1) name remains. The party who strikes the first name shall be determined by coin toss.
- iii. The parties will agree to a list of arbitrators at a future date. If no agreement is reached on the list arbitrators, then the parties shall use a list provided by the Federal Mediation Conciliation Service (FMCS).
- iv. The arbitrator shall render their decision within thirty (30) days after the matter has been fully submitted, unless the parties, by mutual agreement, extend such time limit. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based upon the evidence presented to them by the respective parties in the presence of each other and written arguments served on the other party. The arbitrator shall determine only whether or not there has been a violation of the Agreement in the respect alleged in the grievance and the remedy. The decision of the arbitrator shall be final and binding upon the parties. The Employer and the Union shall each pay one-half (1/2) of the cost of arbitration, including the fees of the arbitrator and other expenses of the arbitration proceedings. However, each party shall bear its own expenses of representation.

The time limits above may be extended by mutual agreement of the parties.

If a grievance is not processed in accordance with the term limits set forth in this Article, it shall be considered withdrawn.

15.2 APPLICABLE TO THE EMPLOYER.

If the Employer has a grievance or complaint concerning the interpretation or application of the terms of this Agreement, it shall be set forth in writing and submitted to the Union. This shall be at Step 2 of the Grievance Procedure. The Chief Executive Officer of the Employer, or their designated representative, shall then confer with the authorized representative of the Union and attempt to settle the matter.

ARTICLE 16 – JOINT LABOR MANAGEMENT QUALITY CARE COMMITTEE

The parties agree that they share a mutual concern and interest in providing the highest quality patient care in an environment which is healthy and safe for clinician and patient. To that end, the parties will establish a Joint Labor Management Quality Care Committee to maintain open and respectful communication, to identify areas of inadequacies and determine appropriate resolutions.

The committee shall meet regularly no less than quarterly, but no more than monthly, unless by mutual agreement, and may cancel a meeting upon agreement of the parties. The committee shall consist of two (2) employees selected by the Union and two (2) Agency representatives.

Additional individuals can participate upon mutual agreement. Written agendas shall be determined in advance.

Recommendations of the committee shall be reached by consensus and shall be made to the appropriate management personnel for consideration. Within a reasonable time frame, the committee shall be informed of the steps toward implementation or completion of the recommendation, or obstacles and impediments to following through with the recommendation.

No one will lose any wages or benefits to participate in the committee. Employees shall be paid for up to sixty (60) minutes spent attending the committee meeting at their straight time rate. For overtime purposes, time spent by Union committee members will not be counted as hours worked.

In recognition of the covered employees' professional status, the parties agree as follows:

The Agency will conduct staff meetings for covered employees at least every other month.

The Agency will make its best effort to ensure that time spent working on eLearning will count as CEUs toward employees' professional license renewal.

ARTICLE 17 – DISTRIBUTION OF WORKLOAD

Patients' physical locations of care will determine which team in an office a patient is assigned. The team is made up of RN Case Managers, Social Workers, Chaplains, and Home Health Aides. To minimize travel time and enhance efficiency of time spent on patient care, patient assignments are generally assigned to the employee by team within a geographic area that is closest in proximity to the patients already under the employee's care, while continuing to balance the employee's overall patient care load. The parties recognize that continuity of care will also factor in patient assignments and may also affect the assignment of patients to the employee.

Additionally, it is understood that from time to time an employee may be assigned outside their geographic area due to patient care needs. The Employer recognizes that employees should have patient assignments that ensure ongoing quality patient care.

Performance related concerns with employees will initially be dealt with by informal counseling and if necessary, followed by written corrective action to improve and correct the deficiency and give the employee the opportunity to improve their performance. If an employee feels they do not understand the deficiency in their performance, they may request additional information from management, and management will provide detailed information about the deficiency and describe the ways in which the employee must improve. If the deficient performance issue continues, progressive corrective action shall follow the requirements of just cause.

If the Employer seeks to implement or change productivity standards or make substantial changes in workload, including but not limited to a change in the productivity system on which the Employer relies for corrective action purposes, the Employer will notify the Union in advance and bargain with the Union over the effects of such change in working conditions at the Union's request.

ARTICLE 18 – DIFFERENTIALS

18.1 WEEKEND DIFFERENTIAL

- a. Employees in the job classifications below will receive a \$2 per hour or \$3 per hour weekend differential, depending on classification, when working weekend assignments. However, weekend differentials will not be paid if working the weekend shifts puts the employee into overtime. In that situation, only overtime will be paid.

- i. \$2 per hour Weekend Differential

- Hospice Aide

- ii. \$3 per hour Weekend Differential

- Hospice Medical Social Worker

- Chaplain II - Hospice

- Hospice Nurse II

- Hospice Nurse III

- Hospice Case Manager

- Hospice Nurse Practitioner, Non-Exempt

- Bereavement Counselor II

18.2 STANDBY/CALL BACK

- a. Any employee, in a job classification listed below, who has been instructed to be “on standby” but who is not called, shall be paid at the rates listed below.

- i. \$9 per hour

- Hospice Nurse III

- Chaplain II

- ii. \$15 per hour

- Hospice Medical Social Worker

- Case Manager, Hospice

- Hospice Nurse II

- b. Call Back

- If called to work when on standby, an employee shall be compensated at the employee's regular straight-time rate for all time worked.

An employee must be able to report to work (including going to an assignment to assist a patient at their residence) within thirty (30) to sixty (60) minutes of receiving a call.

18.3 PM DIFFERENTIAL

A differential of two dollars (\$2.00) per hour shall be paid to employees in the following classifications: Hospice Nurse II, Hospice Nurse III, Hospice Case Manager who work a majority of hours in their shift between 3:00 p.m. to 12:00 a.m.

18.4 NIGHT DIFFERENTIAL

Not applicable for Alameda Hospice

18.5 PREMIUM PAY FOR PER-DIEM AND SHORT-HOUR EMPLOYEES

Registered Nurses and Nurse Practitioner 20%

All Other Classifications 15%

18.6 PRECEPTOR DIFFERENTIAL

An MSW, Chaplain, NP or RN who is assigned as a preceptor, excluding those employees whose primary job duties are precepting, for new employees in an MSW, Chaplain, NP or RN position who are in extended training positions shall be paid a premium of Two Dollars (\$2.00) per hour for all hours spent precepting other MSWs, Chaplains, NPs or RNs, i.e., a visit or a shift.

An employee will receive preceptor differential for the hours they are assigned any of the following five (5) duties:

- a. Coordinating orientation activities
- b. Providing required educations on SCAH policy and procedure
- c. 1:1 documentation review
- d. Verifying completion of all required orientation items
- e. Providing re-education on any areas by field staff or failed comp check offs

18.7 LCSW SUPERVISION

A Licensed Clinical Social Worker who has been directed by their supervisor to perform clinical supervision hours for an employee performing LCSW training hours will be paid \$2 per hour only for the hours working in this capacity.

18.8 PROMOTIONS

Upon promotion, an employee shall be placed at the step of the new job classification which results in at least a five percent (5%) increase in the employee's base hourly rate. For purposes of this provision, a promotion shall be defined as a position in a different and higher paying classification. Employees receiving a promotion shall be eligible for

future step increases based on the step requirements for that step and the promotion date shall become their step anniversary increase date.

18.9 WEEKEND CHARGE NURSE/NO. 1 NURSE DIFFERENTIAL

The Employer will remove any Charge Nurse/No.1 Nurse assignments (The assignment will be removed no later than 30 days from July 9, 2024)

18.10 WORK IN HIGHER PAID CLASSIFICATION

An employee who works one calendar week or greater (or five [5] consecutive shifts or greater), whichever occurs first, in a higher classification will receive relief shift differential. A relief shift differential will be paid at two dollars (\$2.00) per hour for all hours worked in a higher paid classification, plus any other differentials the employee may be eligible to receive. For a relief shift differential for an RN position, the employee will be paid at three dollars (\$3.00) per hour for all hours worked in a higher paid classification, plus any other differentials the employee may be eligible to receive.

ARTICLE 19 – SCHEDULING AND HOURS OF WORK

19.1 SCHEDULING

Monday through Thursday the Employer will provide a forecast of admissions, transitions, and deaths no later than 4:00 p.m. Clinicians are required to provide transition and death updates by no later than 3:00 p.m.

Employees that start work that have not been called off with at least two (2) hours' notice shall be guaranteed four (4) hours of work providing patient care or performing office-based work. However, if a scheduled employee who has no patient visits and declines to perform office-based work when four (4) hours of work are available, the four-hour guarantee shall not apply.

19.2 WEEKEND WORK AND SCHEDULING

Weekend work, when required, will be assigned as currently practiced. Employees will be allowed to switch shifts with another employee if the change of schedule is mutually agreed upon by both employees and approved by management, provided that such change does not involve premium pay.

Employees assigned to work on a Saturday or Sunday will be given a compensatory day off of their choice within the same workweek. Employees wanting a specific compensatory day off my request it and will be granted the request based on staffing needs.

The Employer will provide each clinician working the weekend the forecast/schedule no later than 5:00 p.m. Friday. The clinicians are required to provide the transition and death updates by no later than 3:00 p.m. that day.

All employees, except for per diem employees, will provide weekend availability four (4) months in advance. If an employee fails to provide availability, the employee will be scheduled based on business needs. The Employer will publish the weekend schedule three months in advance.

Hours of Work and Meal and Rest Period

19.3 HOURS OF WORK

Generally, bargaining unit employees will work eight (8) hour shifts Monday through Friday between the hours of 7am and 6pm. If a shift extends beyond eight (8) hours, overtime rules under this Agreement will apply. The Employer reserves the right to implement alternate work schedules based on operational need.

- a. The standard workday is eight (8) hours exclusive of an unpaid meal period of thirty minutes.
- b. All work performed in excess of eight (8) hours in a workday shall be paid at the rate of one and a half (1.5) times the employee's regular rate of pay. All work performed in excess of twelve hours in a workday shall be paid at the rate of two (2) times the employee's regular rate of pay.
- c. The standard workweek is forty (40) hours. All work performed in excess of forty (40) hours in a workweek shall be paid at the rate of one and a half times the employee's regular rate of pay. All work performed on the seventh consecutive day in a workweek shall be paid at the rate of two (2) times the employee's regular rate of pay.

19.4 MEAL AND REST PERIODS

In compliance with State and Federal wage and hour laws, the 30-minute unpaid meal period shall be taken. Two (2) paid rest periods of fifteen (15) minutes each shall be taken as close as possible to the middle of each half.

ARTICLE 20 – PAID TIME OFF

Effective January 2025

Year of eligible service (Change processed at start of pay period) (26 pay periods in 1 yr.)	Maximum Accrual per Pay Period	Annual Accrual
0-2 Years	7.69	25 Days
3-5 Years	9.54	31 Days
6-9 Years	10.15	33 Days
10+ Years	11.07	36 Days

Maximum PTO accrual 420 hours.

20.1 ACCRUAL

Eligible Full-time, Part-time, Short-hour and Limited Term employees shall accrue PTO, based on all hours paid, including overtime, exclusive of standby, and missed meal break premiums. PTO is accrued based on a maximum of eighty (80) hours paid per pay period.

20.2 USE OF PTO

- a. Employees shall use accrued PTO for vacation, unforeseen short-term illness, holiday pay, or, at the employee's discretion, for any other legitimate purpose not contrary to law.
- b. During the month of January of each year employees will submit requests for vacation time off. If more employees in the same classification than can be granted vacation at the same time submit timely requests for the same vacation period and any conflict cannot be amicably resolved, the senior employee(s) will have preference in vacation scheduling.
- c. The Employer will post a vacation calendar the first week of February showing the vacations granted.
- d. When using PTO for unforeseen short-term illness, the employee must notify the appropriate supervisor as soon as he/she knows, but no later than one (1) hour before the start of the workday.
- e. After the initial posting of granted vacations, PTO will be granted on a first-come, first-served basis. The Employer will notify the employee whether such request was granted within two (2) weeks of the request.
- f. Requests for PTO after a schedule is posted will be granted according to operational needs and will allow for less notice on the part of the employee.
- g. For cases urgent in nature which can be requested twenty-four (24) hours in advance, less notice is allowable at management's discretion.
- h. Staffing must be maintained in order for employees to take their accrued PTO.
- i. PTO will be granted based on an employee's projected accrual. An employee must have the sufficient number of hours accrued in their PTO bank to cover the requested time off at the time it is taken. If the employee's PTO bank is insufficient at the time of scheduled time off, due to a family emergency or unexpected illness, then that portion of the time off may be taken unpaid.

20.3 PTO SELLBACK

Voluntary PTO Sell Back

Eligible employees who have a PTO bank balance of at least eighty (80) hours may be eligible to request a "sell-back" of PTO.

Requested hours will be paid on the first pay date in December of each year. The request must be submitted through the Employee Self Service for final approval and delivery to the Payroll department.

PTO hours will be deducted from the employee's PTO bank. These hours will be converted to dollars based on the employee's current hourly rate including any shift differential. The PTO sell-back amount is subject to six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes. PTO sell-back will be distributed via normal payroll distribution channels.

20.4 PTO PAYOUT UPON TERMINATION

Upon termination of employment, all accrued PTO shall be paid out.

20.5 PTO PAYMENT DUE TO HARDSHIP

- a. Hardship is an extreme financial hardship as a result of catastrophic events beyond the employee's control as defined in the Employer's PTO policy. The definition of hardship in the policy may be modified as required by law and is not subject to bargaining.
- b. Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a PTO payment due to hardship outside of the designated sell back period once every twelve (12) months.
- c. The hardship PTO distribution may not be in excess of the verifiable amount of immediate financial need caused by the hardship.
- d. Documentation substantiating the hardship will be required prior to approval.
- e. Employees can only be paid PTO hours due to hardship in an amount that will maintain a balance of at least eighty (80) hours in their PTO bank.
- f. Employees requesting PTO payment must complete a Request for PTO Payment Due to Hardship form and submit the form and supporting documentation to S3 Benefits. If approved, PTO hours will be deducted from the employee's PTO bank. These hours will be converted to dollars based on the employee's current hourly salary.

20.6 DONATION OF PTO TO AN EMPLOYEE UNDER MEDICAL EMERGENCY CIRCUMSTANCES

- a. Medical emergency is a medical condition of the employee or an employee's family member as defined in the Employer's PTO policy. The definition of medical emergency in the policy may be modified as required by law and is not subject to bargaining.
- b. Employees who have a PTO bank balance of more than eighty (80) hours are eligible to request a transfer of accrued PTO hours to another eligible employee at the same affiliate or legal entity who has experienced an unanticipated medical emergency.

Employees may only contribute hours in an amount that will maintain a balance of eighty (80) hours in their PTO bank.

- c. Prior to requesting PTO donations, an employee or designee must submit a Request for PTO Donation claiming a medical emergency.
- d. An employee requesting to donate and transfer PTO hours to another employee should complete the Request to Donate PTO Hours form and submit it to HR for review and approval.
- e. The receiving employee must have exhausted all forms of payment prior to receiving a PTO donation. Payroll will release donated PTO hours as needed each pay period. HR will notify donors of excess donated PTO hours that will not be used. Excess donations are not processed to the receiving employee's PTO bank.
- f. The donated PTO hours will be deducted from the donor employee's PTO bank as needed. (Note: The donor employee does not get pension credit for the hours or the compensation value of the donated PTO.) These hours will be converted to dollars based on the donor's current hourly salary excluding any shift differential. Then these dollars will be converted back to the appropriate number of PTO hours based on the recipient employee's current hourly salary excluding any shift differential. (Note: The received PTO is included in the recipient employee's gross income when used. Therefore, the recipient employee will receive pension credit for both the hours and the compensation value of the donated PTO, up to certain limits established by federal tax law.) The donated PTO will be subject to taxes and appropriate withholdings when paid.

ARTICLE 21 – RECOGNIZED HOLIDAYS

The following shall be recognized holidays:

New Year's Day
Martin Luther King, Jr. Birthday Holiday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Employees assigned to work on a recognized holiday shall be paid at the rate of time and a half their regular rate of pay for all hours worked.

Employees not assigned to work on a recognized holiday when normally scheduled to work that day, shall be paid from the employee's PTO bank.

ARTICLE 22 – EXTENDED SICK LEAVE (ESL)

Employer will maintain current ESL accrual rate and maximum accruals through 2024. Starting January 1, 2025, the accrual and maximum accrual rate will be modified as follows:

22.1 ACCUMULATION

Full-time, Part-time, and Limited Term employees are eligible to accrue ESL. Such accrual shall commence the start of the pay period following date of hire into eligible status.

The maximum ESL accrual is three hundred sixty (360) hours.

For all employees that have a balance of more than three hundred sixty (360) hours, they may continue to use their accrued ESL but will not accrue additional ESL until the balance falls below three hundred sixty (360).

22.2 ACCRUAL

ESL hours accrue at the rate of .0269 hours for each hour referenced above, or a maximum of 2.15 per pay period, which is equivalent to seven (7) ESL days per year for a 1.0 FTE employee.

22.3 USAGE

ESL helps provide an employee with income protection for absences due to an employee's own illness or injury after an elimination period of seven (7) continuous calendar days for non-occupational disabilities and three (3) continuous calendar days for occupational disabilities.

ESL shall be paid at the employee's rate of pay in effect at the time of the absence. ESL shall be paid only for scheduled days of work missed after the elimination period. For employees receiving wage replacement benefits including workers' compensation or SDI, ESL is integrated up to the employees FTE status.

Employees can elect (on the Request for Leave of Absence form) whether to use accrued PTO to cover an applicable elimination period and to integrate PTO with other wage replacement benefits if the leave is covered under FMLA/CFRA, PDL, or Military Leave. If the employee does not affirmatively decline using PTO, VNASC shall integrate accrued PTO with all applicable forms of wage replacement.

If the leave is not covered by FMLA/CFRA, PDL, or Military Leave, the Employer requires the use of accrued PTO. Employees requesting access to ESL hours shall participate in an Employer approved Connecting to Work (CTW) program. If an employee declines an offer of modified work through the CTW, the employee understands that s/he will not be eligible to receive ESL hours. Days worked in the CTW shall count towards satisfying the Elimination Period for ESL eligibility.

22.4 METHOD OF PAYMENT

ESL shall be paid for the employee's regularly scheduled working days up to a maximum of five (5) days, forty (40) hours a week.

Reasonable medical or other verification or information may be requested by VNASC regarding unplanned absences for the use of ESL. Such information or verification also may be required upon an employee's return from an illness or injury, or if VNASC believes a question exists as to the employee's ability to work.

22.5 INTEGRATION

Payments of ESL shall not affect and shall be supplementary to state and/or federal wage replacement benefits. An employee entitled to state and/or federal wage replacement benefits shall receive, in addition thereto, such portion of accumulated ESL as will meet but not exceed the standard earnings of such employee for her/his normal work week, up to a maximum of five (5) days.

In order to access ESL benefits, employees are required to apply for state and/or federal wage replacement programs (i.e. State Disability Insurance (SDI), Social Security, Total Temporary Disability (TTD)), where applicable.

ARTICLE 23 – CONTINUING EDUCATION LEAVE AND TUITION REIMBURSEMENT

23.1 CONTINUING EDUCATION UNIT (CEU) DAYS

If an employee is licensed or certified, and CEU accrual is mandated to maintain professional or technical status, paid time-off to obtain CEUs in accordance with the criteria below: While CEUs may be obtained through these other means, it is not the intent of this Article to facilitate CEU accrual.

a. Eligibility

.75 to 1.0 FTE employees after completing the initial three (3) month introductory period. No fees, tuition, travel expenses, meals or lodging expenses will be provided.

b. CEU Time

- i. Eligible employees may receive up to three (3) paid days (twenty-four [24] paid hours maximum) for CEU time per calendar year.
- ii. CEU time granted is counted on the basis of the calendar year, beginning on January 1 and ending December 31, and may be used in four (4) hour or eight (8) hour increments.

- iii. CEU time may not be accumulated or carried over from one (1) year to the next, nor will CEU time be paid upon termination or during a leave of absence.
- iv. All CEU time must be approved and scheduled in advance.
- v. CEU time will only be paid to replace normally scheduled shifts.
- vi. Online programs may be acceptable for the use of CEU time in four (4) hour minimum increments of time, if course is taken during normally scheduled shifts. The regular application and approval process applies.

c. Requests

Employees requesting CEU time are to submit a written request with course information attached at least three (3) weeks in advance for approval by their supervisor, manager, or designee. The supervisor/manager/designee will use the following criteria for approval:

- i. The course offers the required CEU;
- ii. Staffing can be adjusted to permit the employee the time off;
- iii. The employee is eligible according to employment status for paid CEU time and has completed the three (3) month introductory period;
- iv. The class objectives have direct applicability to the employee's current job.

d. Proof of Attendance

Upon return to work, employees are to provide proof of attendance (i.e., CEU certificate or canceled check) to their supervisor/manager/designee.

Employees attending SCAH-based classes may be requested to complete an evaluation form at the time of attendance. These forms will be maintained by the department sponsoring the class.

e. Coding the Timecard

- i. CEU time is not counted as "hours worked" for the purpose of calculating overtime.
- ii. CEU time should be noted on the timecard under the code 732 - "Education - Voluntary".

23.2 TUITION REIMBURSEMENT – EFFECTIVE THE FIRST DAY OF THE CALENDAR YEAR

a. Eligible Employees, Courses, and Expenses

i. Eligibility

- (1) Full-time and Part-time employees who have successfully completed their introductory period.
- (2) Employee must remain an eligible employee for two (2) weeks beyond the last day of instruction.

ii. Allowance

- (1) \$2,500 per calendar year per employee.
- (2) One hundred percent (100%) reimbursement for covered expenses up to the maximum per year.
- (3) Should an employee use all funds available in a calendar year, no further benefit will be paid even if a Tuition Reimbursement Request has previously been filed and approved.

iii. Eligible Courses

- (1) Must be offered through accredited institutions and;
- (2) Lead to improvement in skills and knowledge in the employee's present job or reasonable potential advancement to a higher skill level or position, or
- (3) English as a second language ESL course from an accredited institution.

iv. Exclusions

- (1) Seminars, conferences, and workshops, and
- (2) Course work or other education involving sports, games, or hobbies unless that course work or education is related to the affiliate's business or required as part of the employee's degree program.
- (3) It is not the intent of tuition reimbursement to provide or guarantee accumulation of continuing education CE credit.

v. Covered Expenses include:

Tuition fees, lab fees, registration fees, and costs of required textbooks including electronic textbooks.

vi. Excluded Expenses include but are not limited to:

Cost of commuting, parking, application fees, ID fees, graduation fees, archive fees, deferred payment fees, late fees, entrance exams, expenses for miscellaneous school supplies, equipment i.e. graphing calculator, laptop, and materials,

uniforms, books that are not required by the course syllabus, cost for meals/lodging, and fees for non-residents that have not been previously approved by the Employer.

b. Timelines

- i. The completed electronic Spend Authorization tool, located in the online portal, must be submitted no fewer than three (3) weeks prior to the start of the course to the Manager. Costs for fees and books should be estimated on the tuition reimbursement form.
- ii. The Manager shall review the request and approve or deny the request within two (2) weeks of receipt. If approved by the Manager, the course will be reviewed to determine eligibility under this Article. No request will be unreasonably denied as long as the request meets the guidelines in this Article.
- iii. A new request shall be completed for each semester or similar period of study no fewer than three (3) weeks prior to the start of the course.
- iv. Denials: If the tuition reimbursement request is denied by the Employer, the employee is responsible for all costs.

c. Reimbursement

- i. To receive reimbursement for an approved course, employees shall submit the following items no later than four (4) months after the course has been completed including any required exams:
- ii. A copy of the course syllabus to verify required textbooks;
- iii. A canceled check or official receipt of payment made for tuition, allowable fees and receipts for textbooks;
- iv. The official record indicating an acceptable grade C or above, or satisfactory completion; or, for fall semester classes, a Projected Grade Letter form completed by the instructors. with the employee's anticipated grade. The Projected Grade Letter form is available through the online portal.
- v. Paid tuition reimbursement is applied toward the benefit amount available for the calendar year in which the expense reimbursement is paid to the employee, i.e. an employee who begins classes in the fall semester but submits the grades and receipts in January of the following year will have that amount counted against the calendar year in which the expenses are reimbursed. If an employee is taking a class in the fall through the Tuition Reimbursement program and wants the costs applied to the current year's maximum tuition reimbursement, they must submit the tuition reimbursement

request and all required documentation by the first Friday in December of the current year.

ARTICLE 24 – MILEAGE

Employees who use their personal automobile while conducting Employer business will receive reimbursement for mileage, parking, tolls and related travel expenses at the IRS maximum rate.

Travel, between patient visits, that takes place during the employee's work hours shall be considered for all purposes time worked.

ARTICLE 25 – BEREAVEMENT LEAVE

25.1 BEREAVEMENT LEAVE

- a. All Full-time, Part-time, Short-hour, and Limited Term employees are eligible for bereavement leave.
- b. Employees who experience the death of a Family member or Relative and intend to request bereavement leave must notify their supervisor as soon as possible of their need for bereavement leave pay and time off. Management may request verification of death and/or relationship to the deceased.
- c. In the event of the death of a Family member, employees may receive a maximum of three (3) days of bereavement leave pay. Employees may also take an additional two (2) days off unpaid or use any accrued and available PTO.
- d. Family member shall include the following: spouse by marriage (not including common law marriage), registered domestic partner, parent, parent-in-law, child, grandchild, son-in-law, daughter-in-law, grandparent and sibling, individuals for whom the employee is the legal guardian, or other Relative as defined below living in the employee's home. Step relationships are equal to blood relations and "great-grand" is the same as "grand."
- e. In the event of the death of a Relative, employees may receive a maximum of one (1) day of bereavement leave.
- f. Relative shall include the following: aunt, uncle, niece, nephew, cousin, grandparent-in-law, and sibling-in-law. Step relationships are equal to blood relations and "great-grand" is the same as "grand."
- g. Bereavement leave days do not need to be taken consecutively but need to be taken within three (3) months of the date of death of the family member/relative. Compensation will be provided to replace regularly scheduled workdays missed and are not considered hours worked for the purpose of calculating overtime. The three

(3) month time frame may be extended at the discretion of management as an accommodation due including, but not limited to, religious, cultural or geographical reason(s).

- h. The Employer recognizes there may be a need for additional time off when a death occurs in the family and time is needed for the surviving family members to mourn the loss or when employees must travel extensively in order to make arrangements and/or attend funeral/memorial services. Additional time off – either Paid Time Off (PTO) or unpaid time off, where applicable, may be granted to the employee at the discretion of management.
- i. Employees who are on Paid Time Off (PTO) when the death occurs are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in lieu of PTO hours.
- j. Employees who are on an approved leave of absence during which they are integrating PTO hours are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in lieu of PTO hours. Any bereavement pay the employee receives in lieu of PTO hours must be reported to the Employment Development Department (EDD) and Short-Term Disability/Long-Term Disability carriers, if applicable. If the employee has chosen not to integrate PTO hours with disability payments, they are not eligible to receive bereavement leave pay.

ARTICLE 26 – MEDICAL LEAVE, FAMILY CARE AND PREGNANCY DISABILITY LEAVES OF ABSENCE

26.1 GENERAL INFORMATION REGARDING LEAVES

An employee who must be away from work more than seven (7) consecutive calendar days for a medical reason for the employee or a qualified family member shall apply for a leave of absence.

To request a leave of absence, the employee shall complete the online MyLeave Request.

To the extent permitted by law, leaves provided by the collective bargaining agreement and/or federal, state, and/or local law will run concurrently.

a. Notice of Leave

- i. The employee shall provide his/her supervisor at least thirty (30) days prior notice of the need for a leave of absence. If this is not possible, notice shall be given as soon as practicable.
- ii. For elective or planned medical procedure where employees have flexibility for the timing of their medical treatment, employees shall consult with their

supervisor regarding the dates of planned medical procedure to minimize disruption to operations.

- iii. When providing notice, sufficient information shall be provided to determine if the leave qualifies under this agreement and/or law, and shall include the anticipated start date and duration of leave.

b. Request for Leave and Certification

- i. Requests for leave shall be supported by appropriate certification.
- ii. Failure to provide appropriate medical documentation may result in delay or denial of leave until medical documentation is provided.
- iii. Employees are required to submit re-certifications if new or continuing leave time is sought after the expiration of an initial certification.

c. Pay During Leave

- i. PTO, if available, may be used to supplement other wage replacement benefits to provide income up to approximately 100% of Pre-Disability Gross Earnings based upon FTE status.
- ii. Employees can elect (on the Request for Leave of Absence form) whether to use accrued PTO to cover any applicable Elimination Period and to integrate PTO with other wage replacement benefits if the leave is covered under FMLA/CFRA, or PDL. If the employee does not affirmatively decline using PTO, the Employer shall integrate accrued PTO with all applicable forms of wage replacement. If the leave is not covered by FMLA/CFRA, or PDL, the Employer requires the use of accrued PTO.

26.2 MEDICAL LEAVE OF ABSENCE (MLOA)

- a. An employee's own Serious Health Condition, other than work-related conditions, that prevents the employee from performing one more of the essential functions is of his/her job qualifies an eligible employee for an MLOA.
- b. Full-time, Part-time, Short-hour, and Per Diem employees who have completed the three (3) months of employment based on their hire date or adjusted hire date/continuous service date (indicating benefit eligible service in the Sutter System) in the Human Resources Information System (HRIS), whichever is earlier are eligible for an MLOA.
- c. MLOA duration is for up to six (6) months of cumulative absence in a rolling backward twelve (12) month period. MLOA runs concurrent with other leaves of absence.
- d. MLOA may not be taken on an intermittent reduced-schedule basis, unless running concurrently with regulatory leaves that allow for intermittent use.

- e. Limited Term employees three months of employment based on their hire date or adjusted hire date/continuous service date (indicating benefit eligible service in the Sutter System) in the Human Resources Information System (HRIS), whichever is earlier, are eligible for an MLOA for up to thirty (30) continuous calendar days in a rolling backward twelve (12) month period.
- f. If an employee is not eligible for an MLOA under this provision, or if an employee has exhausted his or her MLOA under this provision, a leave may be provided on a case by case basis as a reasonable accommodation in accordance with the disability regulations.
- g. Family Care Leave (FMLA/CFRA) and Pregnancy Disability Leave including leave pursuant to any federal, state or local law (e.g. FMLA/CFRA, etc.)
Federal, state, and local leaves of absence will be granted in accordance with applicable law.
- h. Intermittent and Reduced Schedule Leave
 - i. An employee does not need to use leave under FMLA/CFRA/PDL in one block. Leave can be taken intermittently, or as part of a reduced schedule when medically necessary.
 - ii. Leave for bonding or the care of a new child generally shall be taken in blocks of at least two (2) weeks, but an employee may take two (2) leaves in increments shorter than two (2) weeks. Additional requests in increments shorter than (2) two weeks may be granted with the approval of his/her supervisor and IDAM.
- i. Reinstatement/Return to Work
 - i. Employees returning from an approved leave not exceeding six (6) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Employer's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded six (6) months, the Employer shall use its best efforts to return the employee to the same position, unit, and shift.
 - ii. An employee returning from a leave due to their own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.
 - iii. Failure or inability to return to work upon the expirations date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

j. Health and Welfare Benefits During Leave

- i. Employees should consult with the S3 Benefits department regarding enrolling newly eligible dependents in benefit coverage and how the leave may affect their benefits.
- ii. During a leave of absence, the employee shall pay their share of any benefit premiums either through payroll deductions or by check delivered to the S3 Benefits Department by the applicable due date. Employees not in a paid status sufficient to cover the premium shall be billed by the S3 Benefits Department and should contact the Sutter Health Employee Line for information about premium payments while on leave.
- iii. Failure to pay benefit premiums during leave shall result in a loss of coverage and the employee (and any applicable dependents) shall not be eligible to continue benefits under COBRA.
- iv. FMLA leave and state leaves with similar provision(s): An employee on FMLA leave can voluntarily discontinue benefits (by written request) at the time employee moves into an unpaid status while on FMLA leave. Benefits may be reinstated at an employee's request if the employee returns to work at the end of the protected leave period. Coverage shall be effective the first day of the month following the employee's request for reinstatement, provided the request is received within sixty (60) days of the employee's return. The employee shall re-enroll in the same benefits options unless they experience a permissible mid-year election change event to benefit coverage.
- v. Where leave is taken for birth or adoption, the employee must enroll the child into the health plan within sixty (60) days of the child's date of birth or placement in order to obtain coverage. Failure to enroll the child within this time frame will result in lack of coverage and the employee shall not be allowed to enroll his/her child until the next open enrollment period.

26.3 OCCUPATIONAL LEAVE OF ABSENCE (OLOA)

a. General Information

- i. An OLOA is a job-protected leave of absence provided for an employee who has sustained a work-related injury/illness on the job that prevents the employee from performing one (1) or more of the essential functions of his/her job.
- ii. Employees are eligible for an OLOA if:
 - (1) The employee incurs a medically-substantiated work-related illness or injury arising out of employment or in the course of employment while on the job;
 - (2) The employee's claim is open and accepted by the Workers' Compensation carrier.

- (3) The period of absence is verified by the authorized primary treating provider as work-related.
 - (4) The employee has been released to temporary Modified Duty or Light Duty for the injury/illness in question, and the employee cannot be accommodated under any disability regulation or the Connecting to Work Program.
 - (5) During the period of time that the claim is being considered, an OLOA will be initially granted to the employee and the absence will tentatively fall within the scope of this Article, subject to all other eligibility requirements.
- iii. An employee who must be away from work for more than three (3) consecutive calendar days for a work-related injury or illness shall request an OLOA. If the need for leave is foreseeable, the employee shall request leave at least thirty (30) days in advance. If the need for leave is not foreseeable, the employee shall request leave as soon as practicable.
 - iv. To request an OLOA, the employee shall complete the online MyLeave Request, which can be accessed at MySutter Connection or by calling the Sutter Health Employee Line for help with accessing and completing the form.
 - v. An OLOA may not be taken on an intermittent or reduced-schedule basis.
 - vi. An OLOA affords up to twelve (12) months of leave for the qualifying injury/illness. This includes reoccurrence(s) within twelve (12) months of the employee's return to work.
 - vii. An employee is not eligible for an OLOA if the employee is declared to have reached Maximum Medical Improvement (MMI) and is unable to return to their position, with or without reasonable accommodation.
 - viii. If an employee is not eligible for an OLOA under this Article or if any employee has exhausted his/her OLOA, a leave may be provided as a reasonable accommodation in accordance with disability regulations.
- b. Request for Leave of Certification
 - i. Requests for leave shall be supported by appropriate certification.
 - ii. Failure to provide appropriate medical documentation may result in delay or denial of leave until medical documentation is provided.
 - iii. Employees may be required to submit re-certifications if new or continuing leave time is sought after the expiration of an initial certification.
 - c. Reinstatement/Return to Work
 - i. Employees returning from an approved leave not exceeding twelve (12) months shall be restored to the same position, unit, and shift s/he held at the

commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Employer's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded twelve (12) months, the Employer shall use its best efforts to return the employee to the same position, unit, and shift.

- ii. An employee returning from a leave due to their own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.

Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

d. Health and Welfare Benefits During Leave

- i. Employees should consult with the S3 Benefits department regarding enrolling newly eligible dependents in benefits coverage and how the leave may affect their benefits.
- ii. During open enrollment, an employee on a leave shall be provided appropriate information on how to process his/her benefits selections.
- iii. During a leave of absence, the employee shall pay their share of any benefit premiums either through payroll deductions or by check delivered to the S3 Benefits Department by the applicable due date. Employees not in a paid status sufficient to cover the premium shall be billed by the S3 Benefits Department and should contact the Sutter Health Employee Line for information about premium payments while on leave.
- iv. Failure to pay benefit premiums during leave shall result in a loss of coverage and the employee (and any applicable dependents) shall not be eligible to continue benefits under COBRA.

26.4 PERSONAL LEAVE OF ABSENCE (PLOA)

- a. All Full-time, Part-time, Short-hour, and Per Diem employees who have completed one (1) year of employment from their earliest hire date with Sutter Health are eligible for PLOA. Temporary and Limited Term employees are not eligible for a PLOA.
- b. A PLOA may be requested for emergency situations where an employee has exhausted leave entitlements or does not qualify for leave under this agreement or state/federal leave laws. Personal Leaves shall not be granted for the pursuit of other employment, to extend vacations, or for time spent incarcerated.

- c. A PLOA may be granted for a minimum of seven (7) days, up to a maximum of two months, with one extension for up to a maximum of three (3) months total time off. An employee may be granted a PLOA one (1) time per rolling twelve (12) month period, measured backward from the date the employee commences leave. A PLOA may not be taken on an intermittent or reduced-schedule basis.
- d. Accrued PTO must be used while an employee is on PLOA.
- e. Employees should provide the supervisor at least thirty (30)-days prior written notice of the need for a PLOA. If this is not possible, notice must be given as soon as practicable after the employee learns of the need for the PLOA, depending on the circumstances. Employees requesting PLOA shall complete the online My Leave Request.
- f. The supervisor and Human Resources shall review each PLOA request and, in their discretion, determine whether to grant or deny it based on the staffing and operational needs of the department. If the position at issue must be filled on a long term basis because temporary help is not possible or feasible, then the PLOA shall not be approved.
- g. Benefited employees shall be responsible for the full premium amount of health, vision, and dental insurance (both the employee and Employer portions) during an approved PLOA. The responsibility for the full premium amount occurs the first full pay period missed from work following the first of the month after the start date of the PLOA. If an employee does not pay premiums in a timely manner, the insurance shall be discontinued.
 - i. The Employer shall continue to pay the Employer share of the cost for life insurance and long-term disability (LTD) insurance, provided the employee maintains coverage by paying his/her portion of the premium, if applicable.
 - ii. Employees shall not accrue additional benefits during PLOA, except as may be provided for by the terms and conditions of a particular employee benefit plan.
- h. Employees returning from an approved PLOA shall be reinstated in the same job classification held prior to the PLOA, including the department and shift, unless mutually agreed to otherwise in writing.
- i. Failure or inability to return to work upon the expiration of PLOA shall be considered a voluntary resignation and the affected employee shall be terminated unless an extension has been approved in advance.

26.5 PAY DURING LEAVES

- a. Leaves of absences are unpaid, however, employees may be eligible for wage replacement benefits (e.g. PTO), if applicable.

- b. Unless prohibited by a regulatory requirement allowing optional PTO use, (e.g., FMLA, CFRA, CA Pregnancy Disability Leave (PDL), Military leave, etc.), employees are required to use accrued and available PTO during leave. PTO, if elected or required for use, is integrated with all forms of wage replacement up to approximately 100% of Pre-Disability Gross Earnings.
- c. Employees can elect (unless PTO use is required) whether to use accrued PTO to cover any applicable elimination period, and to integrate PTO with other wage replacement benefits.
- d. If the employee does not affirmatively decline using PTO or if PTO usage is required, PTO will be integrated with all applicable forms of wage replacement.

ARTICLE 27 – JURY DUTY

27.1 JURY DUTY

- a. All Full-time, Part-time, Short hour, and Limited Term employees are eligible for jury duty pay upon hire.
- b. Employees who serve on Jury Duty will receive Jury Duty Pay for the time they are required to serve up to, but not exceeding, their regularly scheduled hours. Employees are required to provide proof of service to receive compensation.
- c. Jury Duty Pay will be paid as base wages. Jury Duty hours are not considered hours worked for the purpose of calculating overtime.
- d. An employee receiving a jury summons shall advise their supervisor as soon as possible, but no later than within three (3) days of its receipt.
- e. To receive compensation once the employee reports for Jury Duty, eligible employees must select the telephone on-call option, if available. Employees electing the telephone on-call option are to report to work until such time as they are called in to physically report for service, unless excused in advance by their supervisor. Employees who are on stand by/on call and have not reported for Jury Duty are not eligible for Jury Duty Pay under this policy until they report for Jury Duty.
- f. When an employee is required to serve on his/her scheduled days off, the employee will not receive Jury Duty Pay for those days.
- g. Employees who are on an approved leave of absence during which they are integrating PTO hours are eligible to request Jury Duty Pay. In such instances, Jury Duty Pay will be paid in lieu of PTO hours. Employees should note that Jury Duty service during a leave of absence might impact their disability claim, since the hours could be considered work. Additionally, employees on leave for their own illness and/or injury should consider checking with their doctor to verify they are able to

- participate in Jury Duty. Any Jury Duty pay the employee receives in lieu of PTO hours must be reported to the Employment Development Department (EDD) and Short-Term Disability/Long-Term Disability carriers, if applicable. If the employee has chosen not to integrate PTO hours with disability payments, they are not eligible to receive Jury Duty Pay.
- h. An employee who has been selected and wishes to serve on a Civil Grand Jury that is voluntary in nature needs to provide advance notice and receive authorization from their supervisor prior to serving. If approved, the employee will utilize accrued PTO since Civil Grand Jury service that is voluntary in nature is excluded from coverage under this policy.
 - i. If an employee is on Jury Duty for less than half of their shift, they should call their supervisor to find out whether they need to return to work. The supervisor's decision will depend on a number of factors, including the time it takes the employee to get to work, length of shift remaining, and staffing. If the supervisor determines the employee doesn't need to return to work, the employee will receive Jury Duty pay for the full shift. Supervisors have the option of excusing employees for the full shift in advance.
 - j. Employees will accrue PTO hours on Jury Duty pay.

ARTICLE 28 – LONG TERM DISABILITY

- 28.1 Eligible employees shall receive Employer-paid core long-term disability insurance in the amount 60% of pre-disability earnings, as defined by the certificate of coverage, up to a maximum monthly benefit of \$5,000 and a maximum benefit period of five (5) years. An eligible employee may buy up the long term disability insurance that provides a benefit of 60% of pre-disability earnings up to a maximum monthly benefit of \$10,000 and a maximum benefit period to age 65 (or up to age 70 if the employee is over age 60). The employee pays premium for this insurance.
- 28.2 The employee must be scheduled to work at least forty (40) hours per pay period to be eligible for core and buy up long term disability insurance. A new employee becomes eligible the first day of the month following date of hire.
- 28.3 New or newly eligible employees must complete the enrollment process to purchase buy up long term disability insurance within sixty (60) days of becoming eligible. If the employee does not enroll by the 60-day deadline, the employee will not be able to enroll in coverage until the next open enrollment period. Changes to buy up long term disability insurance may also be made at open enrollment.
- 28.4 Certain benefit limitations apply. The terms and conditions of the coverage are set forth in the certificate of coverage. The coverage shall be administered consistent with the certificate of coverage, contract with the carrier and the plan documents.

- 28.5 In the event there are modifications to the certificate of coverage, the contract with the carrier, or the plan documents, the Employer shall provide the Union with at least 30 days' notice of the changes.

ARTICLE 29 – MEDICAL, DENTAL, AND VISION BENEFITS

29.1 BENEFIT EFFECTIVE DATE:

Full-time, Part-time, and Limited Term employees become eligible for medical, dental, and vision benefits on the first day of the month following completion of thirty (30) days of employment but no later than sixty (60) days from the date of hire.

Medical, dental, and vision benefits are effective the first day of the month following thirty (30) days after the date of hire or thirty (30) days after an event that puts an employee into a benefit eligible position.

29.2 BENEFIT ELIGIBILITY:

All Full-time, Part-time, and Limited-Term employees are eligible to enroll in Medical, Dental, and Vision benefits (along with Supplemental Life Insurance Benefits, buy-up Long Term Disability, Flexible Spending Accounts and Voluntary Benefits).

29.3 ADDITIONAL ENROLLEES:

Eligible employees may also enroll spouses, domestic partners and dependents into medical, dental, vision or supplemental life insurance. Documentation verifying dependent eligibility, including marriage, domestic partnership, and dependent births is required. Coverage for the employees' dependents is effective the first day of the month following receipt of applicable documentation, but not earlier than the first of the month following thirty (30) days after receipt of applicable documentation. Enrollment and receipt of applicable documentation must be received within sixty (60) days of the qualifying event date.

An eligible employee who chooses to do so may add their domestic partner.

29.4 MEDICAL BENEFITS:

All benefited employees shall be enrolled in the SutterSelect Health Plan and shall be given the choice of either the EPO Plus option, the EPO Plus – 30 hour option, or the PPO option, with the exception of those who decline coverage.

29.5 DENTAL BENEFITS:

All benefited employees shall be enrolled in either the Delta Dental PPO Plan, the Delta Dental PPO Plus Plan, or the Dental DMO Plan, at the employee's choice, with the exception of those who decline coverage.

29.6 VISION BENEFITS:

All benefited employees shall be enrolled in either the VSP Vision Plan or the VSP Vision Plus Plan, at the employee's choice.

29.7 BENEFIT OPTION SELECTION

Upon initial enrollment, eligible employees may elect a benefit option: Employee Only, Employee + Spouse, Employee + Child(ren), or Employee + Family. Benefit option selections can only be changed upon occurrence of a qualified change in family status, such as marriage, divorce, birth of a child, death of a child or spouse, or during the designated open enrollment period. Changes made during open enrollment take effect January 1st of the year following open enrollment.

29.8 PREMIUMS

The Employer shall pay 100% of the premiums for employee, spouse/domestic partner, and dependent coverage for the SutterSelect EPO Plus Plan, the Dental DMO Plan, and the VSP Vision Plan. The Employer and employees shall share the cost for other plans in the following proportions:

Plan	Plan Option	Employee contribution	Employer contribution
SutterSelect EPO Plus	Employee Only	0%	100%
	Employee + Spouse	0%	100%
	Employee + Child(ren)	0%	100%
	Employee + Family	0%	100%
SutterSelect EPO Plus - 30 Hour	Employee Only	0%	100%
	Employee + Spouse	0%	100%
	Employee + Child(ren)	0%	100%
	Employee + Family	0%	100%

Plan	Plan Option	Employee contribution	Employer contribution
SutterSelect PPO	Employee Only	Effective 1/1/25 –27%	Effective 1/1/25 - 73%
	Employee + Spouse	Effective 1/1/25 - 27%	Effective 1/1/25 - 73%
	Employee + Child(ren)	Effective 1/1/25 –27%	Effective 1/1/25 - 73%
	Employee + Family	Effective 1/1/25 - 27%	Effective 1/1/25 - 73%
Delta Dental PPO Plus Plan	Employee Only	10%	90%
	Employee + Spouse	25%	75%
	Employee + Child(ren)	25%	75%
	Employee + Family	25%	75%
Delta Dental PPO Plan	Employee Only	10%	90%
	Employee + Spouse	25%	75%
	Employee + Child(ren)	25%	75%
	Employee + Family	25%	75%
Dental DMO Plan	Employee Only	0%	100%
	Employee + Spouse	0%	100%
	Employee + Child(ren)	0%	100%
	Employee + Family	0%	100%

Plan	Plan Option	Employee contribution	Employer contribution
VSP Vision Plan	Employee Only	0%	100%
	Employee + Spouse	0%	100%
	Employee + Child(ren)	0%	100%
	Employee + Family	0%	100%
VSP Vision Plus Plan	Employee Only	Difference between VSP Vision Plan and VSP Plus 65%	VSP Vision Plan Contribution 35%
	Employee + Spouse	Difference between VSP Vision Plan and VSP Plus 65%	VSP Vision Plan Contribution 35%
	Employee + Child(ren)	Difference between VSP Vision Plan and VSP Plus 65%	VSP Vision Plan Contribution 35%
	Employee + Family	Difference between VSP Vision Plan and VSP Plus 65%	VSP Vision Plan Contribution 35%

Benefit changes effective January 1, 2025, as follows:

a. EPO Plus Plan

- i. Increase ER copay from \$50 to \$75
- ii. Increase Specialist copay from \$20 to \$30
- iii. Prescription copays will not apply to medical out-of-pocket maximum
- iv. Increase RX copays from \$5/\$20/\$40 to \$10/\$30/\$50 Mail order Rx copays from \$10/\$40/\$80 to \$20/\$60/\$120
- v. Increase Non-Preferred Specialty RX copay from \$50 to \$75

- vi. Discontinued Rx Therapeutic Benefit (TB) Program (for high blood pressure, high cholesterol, diabetes drugs)
 - vii. Generic TB drugs: EPO Plus copay: from \$0 to \$10 | PPO Copay: from \$0 to \$10
 - viii. Brand TB drugs: EPO Plus copay: from \$5 to \$30 | PPO Copay: from \$10 to \$30
 - ix. Prescription copay out-of-pocket maximum \$750 individual/\$1,500 family
- b. PPO Plan
- i. Prescription copay will not apply to medical out-of-pocket maximum
 - ii. Increase RX copay from \$5/\$20/\$40 to \$10/\$30/\$50 (corresponding changes to mail order copays) Mail order Rx copays from \$10/\$40/\$80 to \$20/\$60/\$120
 - iii. Increase Non-Preferred Specialty RX copay from \$50 to \$75
 - iv. Discontinued Rx Therapeutic Benefit (TB) Program (for high blood pressure, high cholesterol, diabetes drugs)
 - v. Generic TB drugs: EPO Plus copay: from \$0 to \$10 | PPO copay: from \$0 to \$10
 - vi. Brand TB drugs: EPO Plus copay: from \$5 to \$30 | PPO copay: from \$10 to \$30
 - vii. Prescription copay out-of-pocket maximum \$750 individual/\$1,500 family

29.9 MEDICAL AND DENTAL PLAN REBATES:

Benefit-eligible employees who decline to enroll in the Employer's Health; and/or Dental programs may receive rebate dollars in the following amounts:

- a. Medical rebate: \$1,200 per year or \$46.15 per pay period
- b. Dental rebate: \$130 per year or \$5 per pay period

The amount(s) shall be prorated, and payment shall be made every pay period.

29.10 FLEXIBLE SPENDING ACCOUNTS

Employees may elect to participate in a Health Care Flexible Spending Account and/or a Dependent Care Account upon hire in a benefits-eligible status, qualified life event or during open enrollment.

All claims incurred in the prior year along with the necessary substantiation must be submitted by April 15th of the following year. The Health Care FSA also has a grace period that follows the end of the calendar year during which any unused amount allocated to the health care FSA at the end of the calendar year may be used to reimburse eligible health care expenses incurred during the grace period. The grace period begins on the first day of the next calendar year and ends two (2) months and fifteen (15) days later. Health Care FSA and Dependent Care FSA contributions not used per guidelines above will be forfeited.

The IRS determines eligible expenses for the Health Care Flexible Spending Account. A list of eligible expenses is available by contacting the FSA claims administrator.

ARTICLE 30 – LIFE INSURANCE

The Employer will provide each eligible employee with life insurance and accidental death and dismemberment insurance coverage according to the following schedule: The basic life and AD&D insurance benefit is \$50,000. Eligible employees may also elect supplemental life insurance within sixty (60) days from the effective date in a benefits-eligible status or during open enrollment. After a guarantee issue amount, coverage is subject to underwriting requirements established by the carrier. Guarantee issue amount is only applicable during the employee's initial eligibility. Special provisions apply to employees over age 70, as described in the Group Term Life Insurance Certificate.

ARTICLE 31 – RETIREMENT PLAN

31.1 RETIREMENT PLAN

Employees are eligible to participate in the Sutter Health Retirement Plan ("SHRP"), under the terms set forth in the SHRP plan document. All eligible employees shall participate in the Original Cash Balance Design as provided for by the terms of the SHRP. Any modification of this Article is only authorized if such modification is necessary to conform or to satisfy the conditions of the SHRP to any law, government regulations or rulings, or to permit the SHRP to meet the requirements of Internal Revenue Code Sections 401(a) and 501(a), or any similar statutes enacted in lieu thereof. Modifications must be made to the SHRP pursuant to the terms of the Plan. Any such modification shall not have a retroactive effect so as to deprive an employee of any vested benefit under the terms of the Plan.

The parties agree that any modification made as a result of the above paragraph is not subject to the Grievance and Arbitration provisions of this Agreement. Upon either parties' request, the Union and the Employer shall agree to meet and confer regarding the effects of changes to the SHRP prior to implementation of the changes.

31.2 DISPUTE RESOLUTION

Except as provided herein, the SHRP Plan Document provides a detailed description of the SHRP provisions and is the governing document when interpreting plan provisions. Any disputes or claims for benefits will be handled in accordance with the steps outlined in the SHRP Plan Document.

31.3 EARLY RETIREE MEDICAL ACCESS PROGRAM (ERMA)

The Employer shall offer the Early Retiree Medical Access (ERMA) program. Full-time, Part-time, and Limited Term employees shall be eligible for the ERMA program. The specifics of the program shall be available to employees and can be obtained, during

normal business hours by calling the Sutter Health Employee Line: 855-398-1631. The cost of the program shall be borne exclusively by the member and rates may be adjusted periodically by the carrier. SCAH retains the right to terminate, amend, or modify this program or any other similar program in its sole and absolute discretion.

31.4 403 (b)

Full-time, Part-time, Limited Term, Short Hour and Per Diem employees are eligible to participate in SCAH's 403(b) Retirement Plan under the terms set forth in the plan document. SCAH shall have the right to modify this plan, but any such modification shall not affect the vested benefits, if any. The vesting of benefits shall be determined by any provisions of the summary plan description for the 403(b) Retirement Plan.

The Union and SCAH agree that neither SCAH's modification of the 403(b) Retirement Plan nor the effects of such modification is subject to the Grievance and Arbitration provisions of this Agreement. SCAH will provide the Union thirty (30) days written notice of any such modifications and, upon the Union's request, shall meet to discuss alternatives with the Union during this 30-day period. If no agreement is reached with the Union during this 30-day period, SCAH may implement its proposed changes.

The parties agree that neither the Employer's modification to the plan nor the effects of such modification is subject to the Grievance and Arbitration provisions of this agreement. Upon either parties' request, the Union and the Employer shall agree to meet and confer regarding the effects of changes to the plan prior to implementation of the changes.

31.5 DISPUTE RESOLUTION

Except as provided herein, the 403(b) Retirement Plan Document provides a detailed description of the plan provisions and is the governing document when interpreting plan provisions. Any disputes or claims for benefits will be handled in accordance with the steps outlined in the Plan Document.

ARTICLE 32 – NEW TECHNOLOGY

In the event the Employer wishes to implement new technology that would have a material, significant impact on the terms and conditions of employment for bargaining unit employees, the Employer will provide advanced notice to the Union of at least 30 days prior to implementation and, if the Union requests, bargain over the effects of the new technology on bargaining unit employees.

ARTICLE 33 – OUT-OF-STATE AND OUT-OF-AREA EMPLOYEES

33.1 OUT-OF-STATE AND OUT-OF-AREA EMPLOYEES

The Employer shall have the exclusive right to determine which positions are eligible for remote or mobile work out of state (“Out-of-State Employees”) or out of the Employer’s geographic footprint (area of current operations) (“Out-of-Area Employees”). If an employee in such a position wishes to relocate out of state or out of the Employer’s geographic footprint, the employee may make a request following the Employer’s established process for such requests. The Employer shall have the exclusive right to determine such process, and the exclusive right to grant or deny an employee’s request under such process. The decision to deny such request may be challenged through the grievance process, in which case the issue shall be limited to whether the Employer fairly applied its established process to reach the denial decision.

33.2 BENEFITS

The Employer shall provide the same health plan benefit programs (i.e., Medical, Dental, Vision, Life Insurance and Accidental Death and Dismemberment), under the same terms and conditions, to Out-of-State and Out-of-Area Employees represented by the Union as the Employer provides to its non-represented Out-of-State and Out-of-Area Employees, respectively.

The Employer shall notify the Union thirty (30) days in advance of any changes to the Out-of-State or Out-of-Area health plan benefit programs but shall not be required to bargain with the Union regarding the changes or the effects of the changes.

33.3 WAGES

Wage rates for Out-of-State and Out-of-Area Employees will be based on the state or area in which the employee is approved to work.

In the event the Employer establishes or approves additional positions for Out-of-State or Out-of-Area Employees, or permits existing employees to relocate Out-of-State or Out-of-Area, the parties will bargain over an appropriate pay scale.

33.4 OTHER LAWS

The Parties recognize that some provisions of this Agreement may not be applicable to Out-of-State or Out-of-Area Employees or may conflict with state or local laws in effect in those areas. The Parties intend to follow this Agreement insofar as possible and will bargain over any differences as needed.

ARTICLE 34 – SUCCESSIONSHIP

This Agreement shall be binding on the Employer’s legal successors and assigns.

ARTICLE 35 – NO STRIKES OR LOCKOUTS

- 35.1 For the duration of the Agreement, and any extensions thereto, the Union and its members or other agents shall not threaten, sanction, encourage nor participate in any way in any strike, sympathy strike, walkout, slowdown, sickout, or other interference with any operation of the Employer covered by this Agreement. In the event any such action occurs, or is threatened, the Union and its representatives will immediately take all appropriate action to end or avert same.
- 35.2 The Employer agrees that during the term of this Agreement or any extensions thereto, it will not engage in any lockout of employees covered by this Agreement.
- 35.3 Neither the violation of any provision of this Agreement by any person, nor any other act or omission by any representative of either party, will excuse either the Union, the Employer or bargaining unit employees from any and all of their obligations covered by this Article.
- 35.4 The Union and the Employer will have the right to seek full judicial remedies, including injunctive relief and damages, for any claimed violation of this Article in addition to all other remedies provided by this Agreement.
- 35.5 Neither NUHW, nor its agents, shall purchase billboard, bench, newspaper, TV, radio or magazine advertisement disparaging Sutter Care at Home or its services during the life of this Agreement.
- 35.6 Neither Sutter Care at Home, nor its agents, shall purchase billboard, bench, newspaper, TV, radio or magazine advertisements disparaging NUHW or its services during the life of this Agreement.

ARTICLE 36 – MANAGEMENT RIGHTS

- 36.1 MANAGEMENT RIGHTS
1. The Employer has the right to exercise the customary functions of management including the following:
 2. The number, location, or types of facilities;
 3. The medical standards, methods and procedures;
 4. The price of all products and services, the price of all purchases, and the corporate and financial structure of the Employer;
 5. The subcontracting of facility construction and maintenance and the methods and process of service and manufacture;
 6. The services, equipment, machinery, and work schedules;

7. The number of employees, including the number of employees assigned to any particular procedure or shift consistent with state and federal laws and regulations, and whether, when, or where there is a job opening;
8. The need for physical or mental examinations;
9. The retirement of employees for disability;
10. The direction and supervision of all of the employees;
11. The rules and regulations for all of the employees;
12. The workweek, vacation schedules, and shift schedules;
13. The hiring of Full-time, Part-time, Per Diem, Casual and Temporary employees and the number thereof;
14. The identity and selection of each carrier, insurer, fiduciary, administrator or trustee;
15. The security of the employees, premises, facilities, and property of the Employer;
16. The utilization of all Employer premises, equipment and facilities;
17. The selection and retention of all catering and vending machine suppliers and the price of their products; and
18. The job classifications and the content and qualifications thereof.

The aforementioned rights are subject to the provisions of this Agreement and shall be exercised in a non-discriminatory, reasonable and fair manner.

All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the Employer even though not enumerated above.

ARTICLE 37 – SAVINGS CLAUSE

In the event any provision of this Agreement is found to be unlawful or unenforceable by any court or government agency of competent jurisdiction, all remaining provisions of this Agreement shall remain in place. If this occurs and either party requests of the other in writing that they negotiate substitute provision(s), the parties shall meet and negotiate in good faith.

ARTICLE 38 – TERM OF AGREEMENT

This Agreement shall be effective on July 9, 2024, and shall remain in full force and effect without change, addition, or amendment (unless mutually agreed to as provided for elsewhere in this Agreement) through January 8, 2026, and shall be renewed from year to year thereafter subject to reopening by either party upon ninety (90) days' written notice to the other party prior to January 8, 2026, or any January 8th thereafter.

NATIONAL UNION OF HEALTHCARE WORKERS



Sophia Mendoza
President

Date: 7/29/25

NUHW Bargaining Committee

Amanda Baronian
Carma M. Buenavista
Christine Kinney
Denise Knight
Eugenie Lilley
Anna I. Mungle
Sibyl M. Neal-Adesokan
Catherine Richheimer
Jeanine Sullivan
Chela Sutherland

SUTTER CARE AT HOME ALAMEDA HOSPICE



Mark McPherson
Chief Executive Officer

Date: 7/12/25



Daniel Weigel
Vice President, Human Resources

Date: 7-10-25

APPENDIX A – WAGE RATES AND RELATED PROVISIONS

Initial Increase for July 9, 2024

Effective the beginning of the first full pay period after July 9, 2024, employees will receive a 4.5% increase. If after the 4.5% increase, the employee is still below the first step of the wage grid, the employee shall instead be placed on the first step of the wage grid at the time of the increase.

Transition to the July 9, 2024 Wage Grid

Except for those employees already placed at the first step of the wage grid (above), all employees will transition to the wage grid effective at the beginning of the first full pay period that begins following six (6) months after July 9, 2024. The transition shall occur as follows:

- (1) If an employee's base rate of pay is greater than the highest step of the wage scale at the time of the transition to the wage grid, then that employee's base rate of pay shall remain at its then-current value. Going forward, such an employee shall be placed on the highest step of the wage scale at whatever point in time the scale reaches a value such that the highest step exceeds their base rate of pay.
- (2) For all other employees, they shall be placed on the wage grid at the lowest step that results in a pay increase from their current base rate of pay.

Anniversary (Step) Increases

Employees shall advance to the next step of the wage grid beginning with the first full pay period after eighteen (18) months from July 9, 2024, as defined in this section. Employees so advancing do not need to meet the time-in-step requirements in order to move to the next step at this time. For all future step increases, employees must meet the time-in-step requirement to advance to the next step.

An employee's anniversary date for purposes of anniversary step increases is defined as follows:

- (1) For employees who were moved to the first step upon ratification as described above, their anniversary date shall be the date they were placed on the first step of the wage grid.
- (2) For employees who were transitioned to the wage grid six months after ratification as described above, their anniversary date shall be the date they were transitioned to the wage grid.
- (3) For employees who are hired after the time of ratification, they will be placed on the wage grid upon hire, will not receive the initial 4.5% pay increase, and will be eligible for anniversary step increases in the first pay period following the anniversary of their date of hire, provided they meet the time-in-step requirement to move to the next step.

Future Across the Board Increases

Future increases to salary range will be effective the start of the first full payroll period that commences after the dates specified below, as follows:

3% July 9, 2025. Employees above the top of the scale will be eligible for the 3% increase.

Registered Nurses
Wage Grid Effective the first full pay period after July 9, 2024

Job Title Alameda Hospice	Step 1	Step 2 1 Yr in Step 1	Step 3 1 Yr in Step 2	Step 4 1 Yr in Step 3	Step 5 1 Yr in Step 4	Step 6 1 Yr in Step 5	Step 7 2 Yrs in Step 6	Step 8 2 Yrs in Step 7	Step 9 2 Yrs in Step 8	Step 10 2 Yrs in Step 9	Step 11 3 Yrs in Step 10	Step 12 3 Yrs in Step 11	Step 13 3 Yrs in Step 12
Case Manager, Hospice	\$68.91	\$70.63	\$72.39	\$74.19	\$76.04	\$77.94	\$79.88	\$81.87	\$83.91	\$86.00	\$88.15	\$90.35	\$92.60
Hospice Nurse II	\$62.29	\$63.84	\$65.43	\$67.06	\$68.73	\$70.44	\$72.20	\$74.00	\$75.85	\$77.74	\$79.68	\$81.67	\$83.71
Hospice Nurse III	\$67.22	\$68.90	\$70.62	\$72.38	\$74.18	\$76.03	\$77.93	\$79.87	\$81.86	\$83.90	\$85.99	\$88.13	\$90.33
Hospice Nurse Practitioner	\$70.18	\$72.28	\$74.44	\$76.67	\$78.97	\$81.33	\$83.76	\$86.27	\$88.85	\$91.51	\$94.25	\$97.07	\$99.98

Technical Employees
Wage Grid Effective the first full pay period after July 9, 2024

Job Title Alameda Hospice	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13 3 Yrs in Step 12
Bereavement Counselor II	\$45.14	\$46.26	\$47.41	\$48.59	\$49.80	\$51.04	\$52.31	\$53.61	\$54.95	\$56.32	\$57.72	\$59.16	\$60.63
Chaplain II	\$38.06	\$39.01	\$39.98	\$40.97	\$41.99	\$43.03	\$44.10	\$45.20	\$46.33	\$47.48	\$48.66	\$49.87	\$51.11
Hospice MSW	\$45.13	\$46.25	\$47.40	\$48.58	\$49.79	\$51.03	\$52.30	\$53.60	\$54.94	\$56.31	\$57.71	\$59.15	\$60.62
Hospice Aide	\$26.82	\$27.49	\$28.17	\$28.87	\$29.59	\$30.32	\$31.07	\$31.84	\$32.63	\$33.44			

Registered Nurses
Wage Grid Effective the first full pay period after July 9, 2025

Job Title Alameda Hospice	Step 1	Step 2 1 Yr in Step 1	Step 3 1 Yr in Step 2	Step 4 1 Yr in Step 3	Step 5 1 Yr in Step 4	Step 6 1 Yr in Step 5	Step 7 2 Yrs in Step 6	Step 8 2 Yrs in Step 7	Step 9 2 Yrs in Step 8	Step 10 2 Yrs in Step 9	Step 11 3 Yrs in Step 10	Step 12 3 Yrs in Step 11	Step 13 3 Yrs in Step 12
Case Manager, Hospice	\$70.98	\$72.75	\$74.56	\$76.42	\$78.32	\$80.28	\$82.28	\$84.33	\$86.43	\$88.58	\$90.80	\$93.06	\$95.38
Hospice Nurse II	\$64.16	\$65.76	\$67.39	\$69.07	\$70.79	\$72.55	\$74.37	\$76.22	\$78.13	\$80.07	\$82.07	\$84.12	\$86.22
Hospice Nurse III	\$69.24	\$70.97	\$72.74	\$74.55	\$76.41	\$78.31	\$80.27	\$82.27	\$84.32	\$86.42	\$88.57	\$90.77	\$93.04
Hospice Nurse Practitioner	\$72.29	\$74.45	\$76.67	\$78.97	\$81.34	\$83.77	\$86.27	\$88.86	\$91.52	\$94.26	\$97.08	\$99.98	\$102.98

Technical Employees
Wage Grid Effective the first full pay period after July 9, 2025

Job Title Alameda Hospice	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13 3 Yrs in Step 12
Bereavement Counselor II	\$46.50	\$47.65	\$48.83	\$50.05	\$51.30	\$52.57	\$53.88	\$55.22	\$56.60	\$58.01	\$59.45	\$60.94	\$62.45
Chaplain II	\$39.20	\$40.18	\$41.18	\$42.20	\$43.25	\$44.32	\$45.43	\$46.56	\$47.72	\$48.91	\$50.12	\$51.37	\$52.65
Hospice MSW	\$46.49	\$47.64	\$48.82	\$50.04	\$51.29	\$52.56	\$53.87	\$55.21	\$56.59	\$58.00	\$59.44	\$60.93	\$62.44
Hospice Aide	\$27.63	\$28.32	\$29.02	\$29.74	\$30.48	\$31.23	\$32.01	\$32.80	\$33.61	\$34.45			

APPENDIX B – ALTERNATE WORK SCHEDULES

(AWS) AWS Hours of Work:

The Employer may identify a job classification or classifications where, in its judgment, 12-hours shifts would be operationally viable. The Union may also request that a job classification or classifications be considered for an Alternate Work Schedule.

The Employer will then notify the Union and the employees in that/those job classification(s) of the proposal to adopt an Alternate Work Schedule and identify a time and method for a secret-ballot vote.

An Alternate Work Schedule arrangement may only be adopted if approved by a majority of employees in that job classification via a secret-ballot election. If a majority of the voters vote in favor of adopting an Alternate Work Schedule, the Employer will create a new schedule and a rebid will take place within thirty (30) days.

Four Ten-Hour Schedule: The straight-time regular workweek for employees assigned to a four ten-hour AWS shall consist of no more than forty (40) hours, four days a week. A straight-time regular workday shall consist of no more than ten (10) hours worked within one (1) workday. Work in excess of ten (10) hours in a day or in excess of forty (40) hours in a workweek shall be paid at an overtime rate.

Three (3) Twelve-Hour Shifts Schedule: The straight-time regular workweek for employees assigned to a three (3) twelve-hour AWS shall consist of no more than thirty-six (36) hours, three days a week. A straight-time regular workday shall consist of no more than twelve (12) hours worked within one (1) workday. Work in excess of twelve (12) hours in a workday or in excess of forty (40) hours in a workweek shall be paid at an overtime rate.

Rest and Meal Periods (AWS): In each 12-hour shift there will be three (3) 15-minute rest periods without reduction in pay. In each 10-hour shift, there will be two (2) 15-minute rest periods without reduction in pay. Employees working AWS schedules that include workdays more than ten (10) hours waive one of their two meal periods. The remaining single, 30-60 minute unpaid meal period shall be provided as close to the middle of the shift as possible. Employees working AWS schedules who are non-direct patient care employees, as defined by California Wage Orders, will begin the 30-60 minute meal period no later than hour five (5) of work.

Unpaid meal periods greater than thirty (30) minutes in length are required to be approved by management.

If an employee is unable to work a new AWS schedule, the Employer and the Union shall meet in good faith to determine whether a reasonable accommodation is available that would allow the employee to work no more than eight (8) hours in a workday.

APPENDIX C – MEDICAL DENTAL VISION

The Union and SCAH agree to meet within one (1) month of ratification to agree on an Appendix that includes summaries of the negotiated health benefits, including copays, maximums, and deductibles, for the Medical, Dental and Vision Plans.

The parties agree that this Appendix will include language that makes it clear that the Summary Plan Description (SPD) ultimately governs.

APPENDIX D – BONUSES

Bonus - Payment Date: No later than thirty (30) days after July 9, 2024.

Years of service referenced below will be based on employees' years of service as of August 1st, 2024

- **Amount:**
 - \$1,000 for 1.0 FTE employees (with 5 or more years of service as the date of ratification), prorated by FTE for those working less than 1.0 FTE.
 - Employees who receive this bonus and who are employed one (1) year following ratification will receive an additional \$250 bonus prorated by FTE. This bonus will be paid out one month following eligibility.
 - \$750 for 1.0 FTE employees (with less than 5 years but 1 year or more of service as of the date of ratification), prorated by FTE for those working less than 1.0 FTE.
 - \$250 for per diem and short hour employees with more than 1 year of service

MEMORANDUM OF UNDERSTANDING

Pharmacy Benefits

This Memorandum of Understanding (“MOU”) is entered into by Sutter Care at Home San Francisco Home Health, Concord/Alameda Home Health, San Mateo Hospice, Alameda Hospice, Sacramento Hospice, and VNA of Santa Cruz, and Sutter Center for Psychiatry (together, the “Employer”) and NUHW (the “Union”) (together, the “Parties”).

WHEREAS, the parties reached contract settlement agreements for San Francisco Home Health, Concord/Alameda Home Health, San Mateo Hospice, Alameda Hospice, Sacramento Hospice, and VNA of Santa Cruz, and Sutter Center for Psychiatry on June 12 and June 24, 2024; and, WHEREAS, the Parties agreed that the maximum monthly out-of-pocket for specialty drugs (whether preferred drugs, which have a copay of \$50, or non-preferred, which have a copay of \$75) will be the equivalent of three (3) specialty drugs total, and WHEREAS there are administrative issues in implementing the above.

NOW, THEREFORE, the Parties agree to the followings:

1. For the 2025 benefit year, the Employer will not implement a separate prescription out-of-pocket maximum per the settlement agreement and instead will maintain the current out-of-pocket maximum that includes both medical and prescription.
2. For the 2025 benefit year, the Employer will apply a monthly out-of-pocket maximum for specialty preferred/non-preferred drugs of \$225 amount, instead of a maximum of three (3) specialty drugs.
3. In 2025, the Parties agree to meet and discuss the terms of this MOU and determine whether to extend it in 2026 and the terms of that extension.
4. If the Parties do not agree to extend or otherwise modify this MOU, then then monthly out-of-pocket maximum for specialty drugs will, effective 1 January 2026, become the cost of the first three (3) specialty drugs each moth (that is, either \$150, \$175, \$200, or \$225), rather than a straight monthly out-of-pocket maximum of \$225.
5. The terms of this MOU may be modified in the future only by mutual agreement between the Parties.
6. This MOU is expressly agreed to be non-precedent-setting. Neither the MOU nor any of its terms may be cited or used for any purpose except to enforce the terms of the MOU.

Sutter Care at Home

Date: _____

Signature: _____

Print name: _____

NUHW

Date: _____

Signature: _____

Print name: _____