



# **NATIONAL UNION OF HEALTHCARE WORKERS**

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## **Collective Bargaining Agreement**

**with**

**Sutter Care at Home  
VNA Santa Cruz**

**July 9, 2024 – January 8, 2026**

# **WEINGARTEN RIGHTS/STATEMENT**

## **Additional Representation Rights:**

The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the employer that an employee, upon his/her request, is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Union Organizer or Union Steward) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his or her presence.

## **Weingarten Rules/Statement:**

"I request to have a Union representative present on my behalf during the meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusatory questions and any I believe may lead to discipline."

**Rule 1:** The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.

**Rule 2:** After the employee makes the request, the employer must choose from among three options:

1. Grant the request and delay questioning until Union representation arrives and has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately;
3. Give the employee a choice of having the interview without representation or ending the interview.

**Rule 3:** If the employer denies the request for Union representation and continues to ask questions, the employer commits an unfair labor practice and the employee has the right to refuse to answer. The employer may not discipline the employee for such refusal.

*This page is for informational purposes only and is not part of the collective bargaining agreement.*

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## **PREAMBLE**

This Agreement is effective the 9th of July of 2024. It is between Sutter Visiting Nurse Association and Hospice, dba VNA of Santa Cruz County (VNASC or Employer) and the National Union of Healthcare Workers (NUHW or Union). This Agreement is the embodiment of the understanding between the parties for the term that it shall be effective and as such represents a compromise of all interests resulting from collective bargaining negotiations. The Employer and the Union, and each of the officers executing this Agreement jointly and severally represent that they are duly authorized to execute this Agreement.

It is the mutual intent of the parties that all VNASC employees, managers, and the Union's Representatives treat each other with dignity, respect, courtesy, and trust, and that these principles shall also apply in all dealings with patients and their family members. It is further the intent of the parties that the provisions of this Agreement further these goals.

## **ARTICLE 1 – RECOGNITION**

The Union having established that it has been designated collective bargaining agent by a majority of lead therapists, physical therapists, occupational therapists, speech therapists, home health social workers, and home health medical social workers covered by this Agreement, and excluding non-professional employees, confidential employees; managerial employees; guards and supervisors as defined in the National Labor Relations Act. The Employer hereby recognizes the Union as the exclusive bargaining agent for such Professionals and recognizes the Union's right to bargain and act with respect to wages, hours and other terms and conditions of employment.

Disputes concerning the interpretation and application of this Article will be resolved through a unit clarification petition and are not subject to the grievance arbitration process.

## **ARTICLE 2 – NO DISCRIMINATION**

Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment on account of race, creed, color, national origin, sex or age. All applicable government laws pertaining to employment of the disabled will be adhered to by the Employer and the Union.

There shall be no discrimination by the Employer against any employee on account of membership in or lawful activity on behalf of the Union. Such Union activity shall not interfere with any employee's regular work.

## **ARTICLE 3 – UNION MEMBERSHIP**

### **3.1 MEMBERSHIP**

- a. All employees covered by this Agreement shall, as a condition of continued employment, either join and remain members in good standing of the Union, or pay to the Union a service fee amounting to the standard periodic dues of the Union for the duration of this Agreement. For current employees, this requirement shall be effective the 31st day following the ratification of the Agreement. For employees hired after the date of ratification of the Agreement, this requirement shall be effective on the 31st day following their employment by the Employer.
- b. In the event an employee fails to remain a member in good standing of the Union or to pay the fees required of non-members, the Employer shall, upon notice from the Union, cause the termination of employment of such employee. The parties further agree that failure of any employee to remain a member in good standing of the Union or to pay the service fees required of non-members shall constitute just cause for discharge from employment.
- c. Notwithstanding the above, any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union. However, each such employee shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor charitable organizations exempt from taxation under Section 501(c)3 of the Internal Revenue Code: Grey Bears – Santa Cruz.
- d. Any employee claiming exemption from the requirements of Subsections 3.1(a) and (b) shall file with the Employer as a condition of receiving the exemption, a written statement of objection along with verifiable evidence of membership in a religious body whose tenets or teachings object to joining or financially supporting public employee organizations. An employee qualifying for an exemption pursuant to this Section shall file with the Employer proof of payment to a charitable organization designated in Subsection 3.1(c) on a monthly basis as a condition of the exemption from the requirement of financial support to the Union. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. All matters filed pursuant to this Subsection shall be open to inspection by the Union.
- e. With respect to all sums deducted by the Employer pursuant to authorization from employees, whether for membership dues and fees or for service fees, the Employer shall promptly remit such monies to the Union accompanied by a list of all employees from whom such deductions have been made.

### **3.2 LIST OF EMPLOYEES**

Upon execution of this Agreement, the Employer shall supply a list of all current employees covered by this Agreement by name, address, social security number, and classification to the office of NUHW, 1250 45<sup>th</sup> Street, Suite 200, Emeryville, California

94608. Thereafter, the Employer shall supply the name address, social security number and classification of all employees covered by this Agreement hired or terminated during the preceding month. Said report shall be sent monthly to the NUHW offices in Emeryville.

### 3.3 NEW EMPLOYEES

The Employer shall notify the Union Shop Steward of newly hired employees within the bargaining unit. The Union Shop Steward shall provide the new employees with information about the Union and the collective bargaining agreement.

## **ARTICLE 4 – PAYROLL DEDUCTION OF UNION DUES AND FEES**

During the life of this Agreement, the Employer shall deduct Union membership dues from the wages of each employee who voluntarily agrees to such deduction and who submits a written authorization to the Employer.

Said written authorization may be revoked by the employee at any time upon his-her delivering to the Employer written revocation of said authorization. Each month's deductions shall be made by the Employer and shall be remitted by the Employer to the Union at 1250 45<sup>th</sup> Street, Suite 200, Emeryville, CA 94608.

The Union will hold harmless the Employer against any claim which may be made by any person by reason of the deduction of Union membership dues, including the cost of defending against such claims.

The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

## **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 four Shop Stewards, one of whom will be designated as the Lead Shop Steward. NUHW will notify the Employer promptly of its designees. Employee representatives shall be non-probationary employees. The function of the Shop Stewards shall be to handle grievances and to ensure that the terms and conditions of the Agreement are observed.

If an employee requests the presence of a Shop Steward in accordance with their Weingarten Rights, the Employer shall make every effort to schedule such meeting when a Shop Steward is working and can be released without compromising patient safety or patient care needs.

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

NUHW shall be provided use of a bulletin board in a mutually agreed upon designated area.

The Employer shall provide a period of up to thirty (30) minutes for a Shop Steward to provide new employees with information about the Agreement and NUHW. This meeting shall be non-work time for both the Shop Steward and the employees.

## **ARTICLE 7 – PERSONNEL CATEGORIES**

### **7.1 INTRODUCTORY PERIOD**

- a. The first three (3) months of employment for all bargaining unit employees is considered an Introductory Period or Probationary Period and they are considered "Introductory Employees." If, at the end of the initial introductory period an employee's performance warrants further review and/or improvement, VNASC reserves the right 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.
- b. An Introductory Employee shall have no seniority rights, but shall accrue seniority from the most recent date of hire upon completion of the probationary period.
- c. 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.

### **7.2 REGULAR FULL-TIME EMPLOYEES**

Employees who are scheduled to work at least sixty (60) hours per pay period (0.75 to FTE).

### **7.3 REGULAR PART-TIME EMPLOYEES**

Employees who are scheduled to work at least forty (40), but less than sixty (60) hours per pay period (0.5 to 0.749 FTE).

### **7.4 PER DIEM EMPLOYEES**

- a. Employees who are not assigned a regular schedule and there are no minimum numbers of hours that must be worked per pay period. Per Diem employees are not eligible for VNASC sponsored benefits.



- b. Per Diems are required to participate on the same basis with Regular employees in the weekend rotation of coverage and to make themselves available for holiday coverage for at least two of the following three (3) holidays: Thanksgiving Day, Christmas Day, and New Year's Day per year.
- c. To remain in active status, each Per Diem must provide their availability to their supervisor at the beginning of each month, and must make themselves available for a minimum of 32 hours per month. Per Diems must get written approval from the supervisor of patient care services for any leave.
- d. To remain in active status, a Per Diem must at least work once in four (4) months.

#### 7.5 RECLASSIFICATION OF PER DIEM EMPLOYEES

A Per Diem employee who has worked at least forty (40) hours or more in each pay period (excluding overtime hours) for four (4) consecutive months will be reclassified as a Regular employee, upon request by the employee, based on the average hours worked.

Hours worked filling in for employees on a leave of absence vacation, or shorter termed absences of a similar nature shall be excluded from calculation of hours necessary for eligibility for reclassification.

#### 7.6 RECLASSIFICATION OF REGULAR PART-TIME EMPLOYEES

- a. A part-time employee who has worked sixty (60) or more hours in each pay period (excluding overtime hours) for four (4) consecutive months, will be reclassified as a Regular full-time employee, upon request by the employee, based on the average hours worked.
- b. Additional hours worked primarily as coverage for a leave of absence, vacation, or shorter termed absences of a similar nature shall be excluded from calculation of hours for reclassification.

### **ARTICLE 8 – SENIORITY**

#### 8.1 BARGAINING UNIT SENIORITY

Bargaining Unit Seniority shall be defined as a period of continuous service within the bargaining unit. Notwithstanding the foregoing, it is agreed that for all employees covered under this Agreement as of September 24, 2015 bargaining unit seniority shall be defined as in Appendix C.

#### 8.2 PER DIEM EMPLOYEES

Per Diem employees shall have seniority amongst themselves based on date of hire for the purposes of preference in filling vacancies and reduction in force. An employee who has accrued seniority through employment as a regular full-time or part-time employee and thereafter transfers to per diem status will retain all accrued seniority for one (1) year.

#### 8.3 Temporary employees shall not accrue seniority.

#### 8.4 BREAK IN SENIORITY

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

- a. If the employee quits;
- b. If the employee is discharged;
- c. If the employee, when on layoff, fails to return to work within three (3) calendar days after having been notified by the Employer by certified mail, return receipt requested, sent to the employee's last-known address, to return to work to an FTE-equivalent position; provided, that if the employee is employed elsewhere and is required to give notice of resignation, the employee must so notify the Employer within three (3) calendar days after the Employer's notice, and must return to work within fourteen (14) calendar days after the Employer's notice;
- d. Layoff for twelve (12) consecutive months;
- e. If absent from work, failure to contact the Employer within two (2) working days regarding the reason for such absence, unless it is impossible to do so;
- f. If the employee does not report for work promptly upon expiration of a leave of absence.

### **ARTICLE 9 – POSITION POSTING AND FILLING OF VACANCIES**

#### 9.1 POSTING NEW AND EXISTING POSITION VACANCIES

All new and existing positions covered by this agreement for which the Employer is recruiting shall be posted for seven (7) days on the Union's Bulletin Board unless patient care requires less posting time before the vacancy must be filled. All job postings shall include the general work area/district for the position. Vacancies created by leaves of absence need not be posted under this provision.

#### 9.2 PREFERENCE IN FILLING VACANCIES

All bargaining unit members employed by the Employer may apply for existing current vacancies or newly created positions. Preference in filling such vacancies, providing qualifications are approximately equal and approval of the application will not adversely affect patient care, shall be based on a seniority basis.

#### 9.3 PROMOTION FROM WITHIN

It shall be the policy of the Employer whenever possible to fill more desirable and/or promotional positions from personnel within the Employer, provided qualifications are approximately equal.

## **ARTICLE 10 – 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.

### **10.1 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, 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. Pre-scheduled Per Diem employees (rotation to be determining factor if more than one employee);
  - vi. Travelers working on a contract basis;
  - vii. Regular part-time employees (rotation to be the determining factor if more than one employee);
  - viii. 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.

### **10.2 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: Probationary 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 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 week's 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 11 – EMPLOYEE EVALUATIONS**

The Employer shall evaluate 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.

Because performance evaluations are not used for purposes of discipline, they will not serve as the basis for denying transfer rights within the bargaining unit or promotions nor will they be subject to the grievance procedure.

## **ARTICLE 12 – SAFETY**

The parties agree that there are risks to Clinicians in home health work. Each side agrees to cooperate and continuously identify and work to mitigate work related hazards.

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

The Employer recognizes that despite best efforts to identify and minimize potential risks to Clinicians, unsafe or dangerous conditions may be encountered by Clinicians in the course of performing a patient visit. In such case, the Clinician will secure their personal safety, contact their supervisor to discuss the issue and jointly assess the risk of the situation to the clinician and the patient. If the supervisor is not available, the Employer will rely on the judgment of the clinician as to the course that should be taken.

## **ARTICLE 13 – CORRECTIVE DISCIPLINARY ACTION AND DISCHARGE**

### **13.1 JUST CAUSE**

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

### **13.2 PROGRESSIVE DISCIPLINE**

The Employer agrees to utilize progressive discipline 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 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 disciplinary action.

### 13.3 NOTICE OF TERMINATION

Except in the case of termination of a probationary 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 14 – GRIEVANCE PROCEDURE AND ARBITRATION**

14.1 A grievance shall be defined as a statement by an employee or by NUHW that the VNASC has violated the terms of this agreement, and that by reason of such violation employee 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 NUHW 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 VNASC's designated representative within seven (7) calendar days of the decision of Step 1, 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 VNASC's designated representative will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting date will be established within fourteen (14) calendar days from the date the grievance is received by the VNA-SC's designated representative. A written reply will be provided by the by the end of the fourteenth (14<sup>th</sup>) calendar day following the meeting.

c. Step 3

In the event the grievance is not settled at Step 2, the employee, NUHW, and the VNASC 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. This meeting shall be scheduled as soon as practical. The recommendation of the mediator is not binding on either party.

d. Step 4

- i. If the grievance is not resolved at Step 3, NUHW may request in writing that the matter be submitted to an impartial arbitrator for determination. The written request must be made not later than seven (7) days after the hearing with the federal mediator. The impartial arbitrator shall be chosen by the parties by alternatively striking names until one remains. The party who strikes the first name shall be determined by coin toss.
- ii. 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).
- iii. The arbitrator shall render his or her 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 him or her 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. VNASC and NUHW 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 the representation.

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

If a grievance is not processed by NUHW or the employees in accordance with the term limits set forth in this Article, it shall not be subject to mediation or arbitration and shall be considered withdrawn.

The employee shall be present at each step in the disciplinary grievance procedure in which an employee is named, unless there are multiple grievants, in which case at least one grievant shall be present.

## **ARTICLE 15 – 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.

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 In recognition of the covered employees' professional status, the parties agree as follows:
  - a. The Agency will conduct staff meetings for covered employees at least every other month.
  - b. The Agency will make its best effort to ensure that time spent working on Healthstream will count as CEUs toward employees' professional license renewal.

## **ARTICLE 16 – DISTRIBUTION OF WORKLOAD**

The Employer shall strive to ensure that each employee has a patient care assignment sufficient to meet their FTE status. In the event that the VNASC does not have enough patients to be able to accomplish this, then new patient assignments shall be distributed among employees according to seniority until each employee has reached their FTE status. Likewise, additional patient assignments that would result in overtime will be offered to employees on a seniority basis. The parties recognize that continuity of care and geographic location of patients are also factors in patient assignments and may sometimes affect the ability to make patient assignments on a seniority basis.

Productivity 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 an employee feels it necessary to understand their inefficiency, they may request a Performance Improvement Plan (PIP) and management will provide them one.

At the Labor Management Committee meetings the parties may discuss productivity. Should the Employer seek to implement a point system and/or productivity system for any classification, the Employer recognizes its obligation to bargain with the Union.

## **ARTICLE 17 – WAGES AND COMPENSATION**

### **17.1 WAGES**

- a. Wages shall be paid every two weeks based on 14-day pay periods.
- b. Hourly wage rates shall be as set forth in Appendix A (Wage Rates), hereby incorporated as if set forth in full.
- c. Payroll errors shall be corrected as provided by State law.

### **17.2 WEEKEND DIFFERENTIAL**

- a. Physical Therapists approved to work on a weekend shall receive a \$3/hr. differential for all hours worked on a weekend.
- b. Medical Social Workers, Occupational Therapists and Speech Therapists approved to work on a weekend shall receive a \$2.50/hr. differential for all hours worked on a weekend.

### **17.3 PROFESSIONAL LIABILITY INSURANCE**

- a. The Employer shall provide, at its expense, professional liability insurance for all agency Therapists and Social Workers covered by this Agreement while performing work on behalf of the Agency.
- b. Basic Life Support (BLS) Re-certification Fees.
- c. The Employer will provide the Employer-required BLS re-certification classes or reimburse employees to obtain the re-certification up to \$75 per certification.

### **17.4 MILEAGE**

Mileage shall be reimbursed at the prevailing rate as determined by the IRS.

## **ARTICLE 18 – SCHEDULING AND HOURS OF WORK**

Generally, bargaining unit employees will work Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m.

Weekend work, when required, will be assigned on a rotational basis.

Employees assigned to work on a Saturday or Sunday will be given a compensatory day off within the same workweek.

The Employer will publish the general schedule showing assigned weekends six months in advance.

### **18.1 DAILY SCHEDULING PROTOCOL**

The Employer will provide the weekly forecast of patient visits for the coming week to each clinician no later than 5:00 p.m. daily.

### **18.2 WEEKEND SCHEDULING PROTOCOL**

- a. The Employer will provide the weekend patient visit schedule to each clinician scheduled to work the weekend no later than 5:00 p.m. Friday.
- b. If, as of 5:00 p.m. Friday or 5:00 p.m. Saturday, there are no hospital or home patient visits scheduled for Saturday or Sunday, the scheduled clinician shall be guaranteed a minimum of four (4) hours of work, either performing patient visits or office based work. If no work is available, then the clinician shall be guaranteed four (4) hours of pay at the regular rate including the weekend differential. However, if a scheduled clinician who has no weekend patient visits declines to perform office based work when four hours of work are available, the four-hour guarantee shall not apply.

### **18.3 HOURS OF WORK**

- a. The standard workday is eight hours exclusive of an unpaid meal period of thirty minutes.
- b. All work performed in excess of eight hours in a workday shall be paid at the rate of one and a half 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 times the employee's regular rate of pay.
- c. The standard workweek is 40 hours. All work performed in excess of 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 in excess of forty-eight (48) hours in a workweek shall be paid at the rate of two times the employee's regular rate of pay.

#### 18.4 MEAL AND REST PERIODS

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

### **ARTICLE 19 – PAID TIME OFF**

#### 19.1 ACCRUAL

- a. Eligible Full-Time employees shall accrue PTO as follows:
  - i. From date of hire to two (2) years of employment, employees shall accrue twenty-five (25) days of PTO per year;
  - ii. From the beginning of three (3) years of employment, employees shall accrue thirty-one (31) days of PTO per year;
  - iii. From the beginning of six (6) years of employment, employees shall accrue 33 days of PTO per year;
  - iv. From the beginning of ten (10) years of employment, employees shall accrue thirty-six (36) days of PTO per year;
  - v. From the beginning of fifteen (15) years of employment, employees shall accrue 39 days of PTO per year.
- b. Eligible part-time employees shall accrue PTO on a prorated basis based on paid hours.

#### 19.2 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. 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. When using PTO for unforeseen short-term illness, the employee must notify the appropriate supervisor as soon as they know, but no later than one (1) hour before the start of the workday.
- d. PTO is granted on a first-come, first-served basis. This process applies to a six (6) month rolling time frame. In instances where the requested vacation begins during the six (6) month period and continues beyond, vacation shall also be granted, regardless of the rolling time frame. Management will update the six (6) month rolling calendar weekly. A wall calendar will be available for viewing at all times.
- e. A minimum of two (2) Physical Therapists, one (1) Occupational Therapist, Speech Therapist, or Medical Social Worker may be off at a given time.

- f. Requests should be submitted timely. Timely is defined as no fewer than seven (7) days and management will respond within seven (7) calendar days of the request. Less notice is allowable at management's discretion.
- 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 their 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.

### 19.3 PTO PAYOUT AND SELLBACK

#### a. PTO Maximum Accrual

Effective January 1, 2025, PTO accrual will be capped at four hundred twenty (420) hours and an employee with four hundred twenty (420) hours will cease to accrue PTO until such time as the accrued and unused PTO balance falls below four hundred twenty (420) hours.

Any employee who is eligible for PTO under the terms of this Agreement and whose service has been terminated shall be entitled to terminal PTO pay as accrued at the time of termination.

#### b. 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 once per year.

Effective January 1, 2025, voluntary "sell back" will be paid on the first 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 a six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes. PTO sell-back will be distributed via normal payroll distribution channels.

### 19.4 PTO PAYOUT UPON TERMINATION

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

#### 19.5 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. The PTO hardship payout is subject to a six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.

#### 19.6 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 form 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 Human Resources 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. Human Resources 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 20 – RECOGNIZED HOLIDAYS**

The following shall be recognized holidays:

New Year's Day  
Martin Luther King Day  
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.

## **ARTICLE 21 – EXTENDED SICK LEAVE (ESL)**

### **21.1 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 seven hundred (700) hours.

### **21.2 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 employee's 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 VNASC 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.

### 21.3 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.

### 21.4 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 22 – PAID EDUCATIONAL LEAVE AND SEMINARS/CONFERENCES**

### 22.1 EDUCATIONAL LEAVE

Employees with six or more months of employment at the agency shall be eligible for up to 24 hours of paid educational leave at their regular rate of pay per anniversary year of service.

Paid Educational Leave shall accrue to a maximum of forty-eight (48) hours.

Eligible employees may use up to eight hours of Paid Educational Leave per day including travel time.

Paid Educational Leave may be used for seminars, home study, or other educational programs which meet the needs of the Employer and the employee, or for required license renewal courses.

Certificates and/or records of course completion will be submitted for inclusion in the employee's personnel file.

Eligible employees shall submit Paid Educational Leave requests with adequate advance notice, and the Employer shall respond promptly. Both parties will give consideration to staffing and patient care needs and the absence from work of other employees due to vacation, leave of absence, or other reasons.

If the Employer requires an employee to attend a specific program for specialized training, the Employer shall pay for the tuition, meals, lodging and transportation costs.

## 22.2 SEMINARS AND CONFERENCES

Full-time and part-time employees who have successfully completed six (6) months of continuous employment are eligible, subject to the approval process, to receive reimbursement for courses, workshops, seminars and/or conferences to obtain continuing education credits for license/certification relevant to the employee's position. Eligible employees must be in an eligible status at the start of the seminar/conference in order for this Section to apply.

### a. Attendance

Eligible employees shall request their supervisor's approval to attend a course/workshop/seminar/conference at least four (4) weeks prior to the start of the course/workshop/seminar/conference. The Employer shall respond to the request within two (2) weeks of its submission. The supervisor's approval is subject to the following criteria and shall not be unreasonable withheld:

- i. The Department's ability to sustain the eligible employee's absence without adverse impact to the operations. The Employer shall make every effort to find and arrange staffing coverage in order to honor such requests.
- ii. Approval of Applications. A Labor/Management subcommittee will be convened to decide the process by which applications will be approved.

### b. Eligible Expenses and Reimbursement

- i. Subject to advance supervisor's approval and budget funds availability, eligible employees may receive reimbursement for seminars/courses etc., registration fees, reasonable travel, meals, and other fees up to two thousand dollars (\$2,000) per calendar year. The supervisor's approval shall not be unreasonably withheld.



Necessary and reasonable expenses acquired as a part of course enrollment/attendance and consistent with generally accepted practices and guidelines of the IRS shall be reimbursable (e.g., travel, parking lodging, meals).

In accordance with Article 15 Joint Labor Management Quality Care Committee the subject of budget fund availability may be added to the pre-determined agenda.

- ii. Eligible employees must submit their expense reimbursement request and proof of attendance through the current expense reimbursement technology for approved expenses no later than six (6) months after completion of the seminar/conference etc.

c. Hours Worked

Related travel and attendance by eligible employees under this Section may constitute hours worked. Employees attending approved seminars/conferences etc. under this Article must, in advance of attendance, consult with their supervisor and/or Human Resources to confirm if their attendance and related travel shall constitute hours worked in accordance with all applicable wage/hour policies. In the event that attendance at an approved seminar/conference or related travel does constitute hours worked, employees are required to accurately record all such hours worked in Kronos.

## **ARTICLE 23 – LEAVES**

### **23.1 BEREAVEMENT LEAVE**

- a. All full-time, part-time, 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.

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."

- d. In the event of the death of a Relative, employees may receive a maximum of one (1) day of bereavement leave.

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.”

e. Reproductive Loss Event

In the event of a Reproductive Loss Event, employees may receive a maximum of five (5) days of unpaid bereavement leave (pay code (912). Employees may choose to use any accrued and available paid time off or sick leave. Reproductive loss leave must be taken within three (3) months from the Reproductive Loss Event, unless otherwise required by law, and is limited to a maximum of twenty (20) days within a twelve (12) month period.

- f. 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).

- g. 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.

- h. 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.

Employees who are on an approved leave of absence during which s/he is 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, s/he is not eligible to receive bereavement leave pay.

23.2 MEDICAL LEAVE, FAMILY CARE AND PREGNANCY DISABILITY LEAVES OF ABSENCE

a. General Information

- i. 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.

- ii. To request a leave of absence, the employee shall complete the online Request for Leave of Absence.
  - iii. To the extent permitted by law, FMLA, CFRA, and MLOA shall run concurrently for non-work related injuries/illnesses and FMLA, CFRA, MLOA, and OLOA shall run concurrently for work-related injuries/illnesses. FMLA, CFRA, and POL shall run concurrently as permitted by law.
- b. 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.
- c. 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. The Employer shall provide employees with the certification requirements and forms.
  - iii. Employees are required to submit re-certifications if new or continuing leave time is sought after the expiration of an initial certification.
- d. 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.

e. Medical Leave of Absence (MLOA)

- i. An employee's own Serious Health Condition, other than work-related conditions, that prevents the employee from performing one more of the essential functions of his/her job qualifies an eligible employee for an MLOA.
- ii. Full-time, part-time, short-hour, and per diem employees who have completed the Introductory Period are eligible for an MLOA.
- iii. 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.
- iv. MLOA may not be taken on an intermittent reduced-schedule basis, unless running concurrently with regulatory leaves that allow for intermittent leave.
- v. Limited term employees are eligible for an MLOA for up to thirty (30) continuous calendar days in a rolling backward twelve (12) month period.
- vi. 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 federal Americans with Disabilities Act (ADA) and similar state law.
- vii. If an employee takes an MLOA, returns to work and then returns to a medical leave of absence status, the leave is subject to the maximum limit.

f. Family Care Leave (FMLA/CFRA) and Pregnancy Disability Leave

FMLA/CFRA and PDL leaves of absence will be granted in accordance with applicable law. FMLA/CFRA shall be recorded in accordance with the twelve (12) month rolling period measured backward from the first date the employee commences leave under FMLA/CFRA.

g. 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.

h. 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 his/her 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 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.

i. Health and Welfare Benefits During Leave

- i. The employee's current medical, dental, vision, life and long-term disability (LTD) benefits shall be continued during an approved leave for up to a maximum of twelve (12) months.
- ii. Employees should consult with the S3 Benefits department regarding enrolling newly eligible dependents in benefit coverage and how the leave may affect their benefits.
- iii. During a leave of absence, the employee shall pay his/her 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. Where leave is taken for birth or adoption, the employee may 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.

23.3 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 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 TPA;
  - (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 ADA or the Connecting to Work Program.
- 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 Request for Leave of Absence, 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.
- b. Request for Leave of Certification
  - i. Requests for leave shall be supported by appropriate certification.
  - ii. The Disability Department shall provide employees with the applicable certification requirements and forms.
  - 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 his/her 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 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. The employee's current medical, dental, vision, life, and long-term disability (LTD) benefits shall be continued during an approved leave for up to a maximum of twelve (12) months.
- ii. Employees should consult with the S3 Benefits department regarding enrolling newly eligible dependents in benefits coverage and how the leave may affect their benefits.
- iii. During open enrollment, an employee on a leave shall be provided appropriate information on how to process his/her benefits selections.
- iv. During a leave of absence, the employee shall pay his/her 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.

23.4 PERSONAL LEAVE OF ABSENCE (PLOA)

- a. All full-time, part-time, short-hour, and per diem employees who have completed one year of employment from their Anniversary Date 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 (2) 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 Request for Leave of Absence.

- 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.
- g. Benefited employees shall be responsible for the full premium amount of health, vision, and dental insurance (both the employee and employer portions) for any full pay period during which an employee has been placed in a PLOA status code. 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. Retirement benefits shall accrue in accordance with the rules set forth in the Sutter Health Retirement Plan Document, as amended.
  - iii. 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.

#### 23.5 JURY DUTY

- a. All full-time and part-time 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 or calculating overtime.
- d. An employee receiving a jury summons shall advise his/her 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 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 s/he is integrating PTO hours are eligible for any may 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, s/he is 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 his/her supervisor prior to serving. If approved, the employee will utilize accrued PTO since Civil Grand Jury service that is voluntary in nature is exuded from coverage under this policy.
- i. If an employee is on Jury Duty for less than half of his/her shift, s/he should call his/her supervisor to find out whether s/he needs 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 24 – MEDICAL, DENTAL AND VISION BENEFITS**

### **24.1 BENEFIT EFFECTIVE DATE**

Full-time, part-time, temporary and limited term employees become eligible for medical, dental and vision benefits on the first day of the month following the 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.

### **24.2 BENEFIT ELIGIBILITY**

All full-time, part-time, and limited part-time 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).

### 24.3 ADDITIONAL ENROLLEES

Eligible employees may also enroll spouses, domestic partners and dependents in the medical, dental, vision or supplemental life insurance programs. Documentation verifying dependent eligibility, including marriage, domestic partnership and dependent births is required. Coverage for the employee's 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.

### 24.4 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. See Appendix B for further details on copays, maximums, and deductibles.

### 24.5 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. See Appendix B for further details on copays, maximums, and deductibles.

### 24.6 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. See Appendix B for further details on copays, maximums, and deductibles.

### 24.7 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 1<sup>st</sup> of the year following open enrollment.

### 24.8 PREMIUMS

The Employer shall pay 100% of the premiums for employee, spouse/domestic partner, and dependent coverage for the Sutter/Select EPO Plus Plan, the Dental DMO Plan, and 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 Plus30 Hour	Employee Only	0%	100%
	Employee + Spouse	0%	100%
	Employee + Child(ren)	0%	100%
	Employee + Family	0%	100%
SutterSelect PPO	Employee Only	25% Effective 1/1/25 27%	75% Effective 1/1/25 73%
	Employee + Spouse	25% Effective 1/1/25 27%	75% Effective 1/1/25 73%
	Employee + Child(ren)	25% Effective 1/1/25 27%	75% Effective 1/1/25 73%
	Employee + Family	25% Effective 1/1/25 27%	75% 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%
Delta DMO Plan	Employee Only	0%	100%
	Employee + Spouse	0%	100%
	Employee + Child(ren)	0%	100%
	Employee + Family	0%	100%
VSP Vision 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 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%

24.9 BENEFIT CHANGES EFFECTIVE JANUARY 1, 2025, AS FOLLOWS:

a. EPO Plus Plan

- i. Increase Emergency Room 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. Increase 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)
  - (1) Generic TB drugs: EPO Plus copay: from \$0 to \$10 and PPO copay from \$0 to \$10
  - (2) Brand TB drugs: EPO Plus copay: from \$5 to \$30 and PPO copy: from \$10 to \$30
- vii. Prescription copay out-of-pocket maximum \$750 individual and \$1,500 family

b. PPO Plan

- i. Prescription copay will not apply to medical out-of-pocket maximum
- ii. Increase Rx copays from \$5/\$20/\$40 to \$10/\$30/\$50. Increase 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)
  - (1) Generic TB drugs: EPO Plus copay: from \$0 to \$10 and PPO copay from \$0 to \$10
  - (2) Brand TB drugs: EPO Plus copay: from \$5 to \$30 and PPO copy: from \$10 to \$30
- v. Prescription copay out-of-pocket maximum \$750 individual and \$1,500 family

c. 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:

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

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

d. Health Care Flexible Spending Account

The maximum amount that a participant may allocate for unreimbursed health expenses shall be two thousand six hundred fifty dollars (\$2,650) per calendar year.

All claims incurred in the prior year along with the necessary substantiation must be submitted by April 15<sup>th</sup> of the following year. The Health Care Flexible Spending Account also has a grace period that follows the end of the calendar year during which any unused amount allocated to the Health Care Flexible Spending Account 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 Flexible Spending Account contributions not used per the 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 Health Care Flexible Spending Account claims administrator.

e. Dependent Care Flexible Spending Account

The maximum amount that a participant may allocate for unreimbursed health expenses related to dependent care assistance shall be five thousand dollars (\$5,000) per household or two thousand five hundred dollars (\$2,500) if married, filing separately.

All claims incurred in the prior year along with the necessary substantiation must be submitted by April 15<sup>th</sup> of the following year. The Dependent Care Flexible Spending Account also has a grace period that follows the end of the calendar year during which

any unused amount allocated to the Dependent Care Flexible Spending Account 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. Dependent Care Flexible Spending Account contributions not used per the guidelines above will be forfeited.

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

- 24.10 Effective January 1, 2020, regardless of whether employees complete a Health Risk Assessment, employees will automatically receive the same reduction to their health care coverage premiums that they previously received for completing the Health Risk Assessment. As a result, any wellness program offered to bargaining unit employees will be at SCAH's option and can be modified or eliminated at SCAH's sole discretion with a 30 day notice to the Union.

## **ARTICLE 25 – GROUP LIFE INSURANCE**

The Employer will continue to provide all employees covered by this Agreement with a life insurance policy in an amount equal to one year's salary.

## **ARTICLE 26 – RETIREMENT PLAN**

Employees covered by this Agreement will be participants in the Sutter Health Original Cash Balance Plan pursuant to the provisions of the Plan.

## **ARTICLE 27 – STANDARDS PRESERVED**

Unless otherwise specifically delineated in this Agreement, no employee covered by this Agreement shall suffer any reduction in wages, benefits, or other compensation as a result of the signing of this Agreement.

## **ARTICLE 28 – SUCCESSIONSHIP**

In the event the agency is sold, closed, restructured, divested, or acquired by another entity, the Employer shall give the Union no less than 60 days written notice.

In the event the agency is taken over by another entity and there is a substantial continuity of operations by the successor employer, the Employer will ensure, as a condition of the transaction, that the successor employer agrees in writing as follows:

The successor employer will offer continued employment to current employees covered by this Agreement.

The successor employer will maintain the terms and conditions of this collective bargaining agreement for a ninety (90) day period.

## **ARTICLE 29 – NO STRIKES OR LOCKOUTS**

There shall be no strikes, lockouts or other stoppages, interruptions or slowdowns of work during the term of this Agreement.

## **ARTICLE 30 – MANAGEMENT RIGHTS**

It is mutually agreed that it is the right and duty of the Employer Administration to manage the Employer, to exclusively determine the methods, manner and means of accomplishing the purposes of the Employer and to direct the working forces. This includes, but is not limited to, the right to hire, transfer, promote, demote, reclassify, assign, layoff, discharge and otherwise discipline employees, subject only to the specific conditions set forth herein.

## **ARTICLE 31 – 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. In the event of such invalidation, the parties shall meet promptly to attempt to negotiate substitute provision(s).

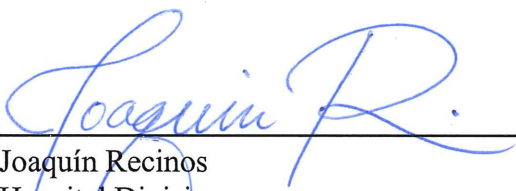
## ARTICLE 32 – TERM OF AGREEMENT

This Agreement shall be effective immediately upon ratification, July 9, 2024 by bargaining unit employees, and shall remain in full force and effect through January 8, 2026, and shall be automatically renewed and extended from year to year thereafter unless either party serves written notice upon the other at least 90 days prior to January 8, 2026 or January 8 of any subsequent year that the Agreement remains in effect) of its desire to re-open the contract for the purpose of amendment or revision.

**For National Union of Healthcare Workers:**

  
\_\_\_\_\_  
Sophia Mendoza  
President

Date: 6/30/25

  
\_\_\_\_\_  
Joaquín Recinos  
Hospital Division

Date: 06.27.25

**NUHW Bargaining Committee:**


Ashley Christiansen  
Physical Therapist

Valerie Thorp  
Physical Therapist

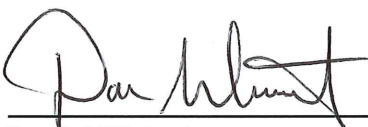
Sandra Clark  
Occupational Therapist

Marko Kustudia  
Physical Therapist

**For Sutter Care at Home VNA Santa Cruz:**

  
\_\_\_\_\_  
Mark McPherson  
CEO

Date: 6/9/2025

  
\_\_\_\_\_  
Daniel Weigel  
Vice President  
Human Resources

Date: 6-2-25

  
\_\_\_\_\_  
Meg Lopez  
Home Health Administrator  
VNA Santa Cruz County

Date: 6-11-2025



## APPENDIX A – WAGE RATES AND RELATED PROVISIONS

### 1. WAGE GRID

Effective the first full pay period following July 9, 2024:

	Step 1 Start	Step 2 1 Yr	Step 3 2 Yrs	Step 4 3 Yrs	Step 5 4 Yrs	Step 6 5 Yrs	Step 7 6 Yrs	Step 8 7 Yrs	Step 9 8 Yrs	Step 10 9 Yrs	Step 11 10 Yrs	Step 12 11 Yrs	Step 13 12 Yrs	Step 14 13 Yrs	Step 15 14 Yrs	Step 16 15 Yrs
<b>HH Medical Social Worker</b>	45.80	46.72	47.65	48.60	49.58	50.57	51.58	52.61	53.66	54.74	55.83	56.95	58.09	59.25	60.43	61.64
<b>Physical Therapist</b>	61.53	62.76	64.02	65.30	66.60	67.93	69.29	70.68	72.09	73.53	75.00	76.50	78.03	79.60	81.19	82.81
<b>Occupational Therapist</b>	53.49	54.56	55.65	56.76	57.90	59.06	60.24	61.44	62.67	63.93	65.20	66.51	67.84	69.20	70.58	71.99
<b>Speech Therapist</b>	53.49	54.56	55.65	56.76	57.90	59.06	60.24	61.44	62.67	63.93	65.20	66.51	67.84	69.20	70.58	71.99

Employees may be hired up to Step 9, depending on experience.

Step increases are based on anniversary date.

### 2. BONUS

Effective the first full pay period following ratification of the Agreement (July 9, 2024) all Full-Time (1.0 FTE) employees employed as of July 15, 2023, will receive a six hundred-dollar (\$600) ratification bonus. The bonus for .5 to .8 FTE employees, employed as of July 15, 2023, will be prorated based on FTE status. Per Diem employees, employed as of July 15, 2023, will receive two hundred dollars (\$200). Effective eighteen (18) months following July 9, 2024 employees, still employed at SCAH and who were eligible to receive the ratification bonus, will receive a four hundred-dollar (\$400) retention bonus. The retention bonus for .5 to .8 FTE employees, who were eligible to receive the ratification bonus, will be prorated based on FTE status. Per Diem employees will receive one hundred fifty dollars (\$150).

### 3. WAGE GRID

Effective the first full pay period following July 9, 2025 all employees, classifications and tenure steps will receive an increase of three percent (3%) as follows:

	Step 1 Start	Step 2 1 Yr	Step 3 2 Yrs	Step 4 3 Yrs	Step 5 4 Yrs	Step 6 5 Yrs	Step 7 6 Yrs	Step 8 7 Yrs	Step 9 8 Yrs	Step 10 9 Yrs	Step 11 10 Yrs	Step 12 11 Yrs	Step 13 12 Yrs	Step 14 13 Yrs	Step 15 14 Yrs	Step 16 15 Yrs
<b>HH Medical Social Worker</b>	47.17	48.12	49.08	50.06	51.07	52.09	53.13	54.19	55.27	56.38	57.50	58.66	59.83	61.03	62.24	63.49
<b>Physical Therapist</b>	63.38	64.64	65.94	67.26	68.60	69.97	71.37	72.80	74.25	75.74	77.25	78.80	80.37	81.99	83.63	85.29
<b>Occupational Therapist</b>	55.09	56.20	57.32	58.46	59.64	60.83	62.05	63.28	64.55	65.85	67.16	68.51	69.88	71.28	72.70	74.15
<b>Speech Therapist</b>	55.09	56.20	57.32	58.46	59.64	60.83	62.05	63.28	64.55	65.85	67.16	68.51	69.88	71.28	72.70	74.15

Employees may be hired up to Step 9, depending on experience.

Step increases are based on anniversary date.

## **APPENDIX B – MEDICAL, DENTAL AND VISION PLANS**

The Union and the Employer agree to meet within one (1) month of July 9, 2024 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 C – SENIORITY DATE**

The original date of hire shall serve as the seniority date for the bargaining unit members hired prior to the certification of NUHW as the exclusive bargaining agent for said employees, as follows:

Carrie Cambron	2/23/04
Shawn Cramer	1/13/14
Maria Fant	3/19/12
David Gonzales	3/18/02
Celeste Guerrero	12/1/14
John Hauk	5/11/07
Deborah Marks	12/9/91
Melody Newcomb	7/16/12
Derek Rosa	6/14/13
Mark Surber	8/12/91
Cheryl Taylor	9/11/98
Helene Walter	1/26/00
Patrick Williams	11/9/09
Maureen Zeind	12/8/06
Matt Zwerling	9/8/14

For employees hired after September 24, 2015, bargaining unit seniority date will be defined as outlined in Article 8.

## **THE SEVEN POINTS OF JUST CAUSE FOR DISCIPLINE**

If the answer to these seven questions is **YES**, Management has a just cause for discipline:

1. **Fair Notice** – Did Management make the worker aware of the rule or policy which they are being accused of violating?
2. **Prior Enforcement** – Has Management recently enforced the rule or policy or penalized other workers for violating the same rule or policy?
3. **Due Process** – Did Management conduct an interview or hearing before issuing the discipline, take action promptly and list charges precisely?
4. **Substantial Proof** – Was Management's decision to accord discipline based on credible and substantial evidence?
5. **Equal Treatment** – Is the punishment Management is proposing consistent with the punishment other workers received for the same or substantially similar offense?
6. **Progressive Discipline** – During the disciplinary process, did Management issue at least one level of discipline that allowed the employee an opportunity to improve?
7. **Mitigating and Extenuating Circumstances** – Was the discipline proportional to the gravity of the offense, taking into account any mitigating, extenuating or aggravating circumstances?

*This page is for informational purposes only and is not part of the collective bargaining agreement.*