



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

**Lyon-Martin Community Health
Services**

June 4, 2025 – June 30, 2028

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AGREEMENT

This Agreement is between Lyon-Martin Community Health Services (Lyon-Martin), hereinafter referred to as the "Employer" or "Lyon-Martin" and National Union Healthcare Workers (NUHW), hereinafter referred to as the "Union."

This Agreement is the embodiment of the understanding between the parties for the term that it shall be effective; and as such it represents the results of collective bargaining negotiations. Both parties recognize that it is to their mutual advantage and for the protection of the patient to have efficient and uninterrupted operation of Lyon-Martin.

Both parties also desire and encourage an employment atmosphere where employees, managers and supervisors will treat each other with dignity, respect, courtesy and trust.

This Agreement is for the purpose of establishing a harmonious and constructive relationship between the parties so that such results will be possible. The Union recognizes the right of the Executive Director and Board of Directors to manage Lyon-Martin and to direct its working forces. This includes the right to hire, promote, reclassify, lay off, discharge, and transfer employees within the facility or to contract work out, subject only to the conditions herein set forth.

ARTICLE 1 – RECOGNITION OF UNION AND EXCLUSIONS

1.1 The Employer recognizes the Union as the exclusive collective bargaining representative for all employees in the bargaining unit certified by the Federal Mediation and Conciliation Service on November 15, 2022 employed by the Employer in the job classifications identified in Appendix A and duplicated:

- a. Acupuncturist/TCM Practitioner
- b. Care Coordinator
- c. Clinical Social Worker (Licensed)
- d. Community Access Coordinator
- e. Community Safety & Deescalation Specialist
- f. Dietitian - EDO Lead
- g. Electrologist
- h. Gender Affirming Care Coordinator
- i. Late Night Outreach Worker
- j. Medical Assistant
- k. Mental Health Care Coordinator
- l. Outreach RN
- m. Peer Support Specialist
- n. Per Diem Primary Care Provider (MD or DO)
- o. Per Diem Primary Care Provider (NP or PA)
- p. Per Diem Registered Nurse (RN)
- q. Per Diem Remote Communications Associate
- r. Phlebotomist

- s. Physical Therapist
 - t. Positive Care Coordinator
 - u. Primary Care Provider (MD or DO)
 - v. Primary Care Provider - Lead (MD or DO)
 - w. Primary Care Provider - Lead (NP or PA)
 - x. Primary Care Provider (NP or PA)
 - y. Psychiatric NP
 - z. Psychiatrist (MD or DO)
 - aa. QTI BIPOC Healthcare Fellow
 - bb. Registered Nurse
 - cc. Remote Telehealth Therapist (Associate)
 - dd. Remote Telehealth Therapist (Licensed)
 - ee. Therapist (Associate)
 - ff. Therapist (Licensed)
 - gg. Therapist (Licensed) – Lead
- 1.2 This Agreement shall also apply to any other classification(s) which may be established within the scope of duties now included within this bargaining unit. Wage rates for other classifications will be negotiated by the parties.
- 1.3 The Employer agrees to recognize the Union as the collective bargaining agent on behalf of employees in any appropriate unit, as defined herein, where most employees vote for National Union of Healthcare Workers representation.
- 1.4 The Employer agrees to recognize the Union as the collective bargaining agent on behalf of employees in any appropriate unit, as defined herein, where most employees vote for National Union of Healthcare Workers representation.
- 1.5 The Employer agrees not to withdraw recognition of the Union, nor to challenge the inclusion in the bargaining unit of any employees/classifications/job titles who or which are currently included in the unit. There should not be any job titles in the unit which have supervisory responsibilities or are supervisors.
- 1.6 If a bargaining unit employee takes a position with the Employer not included in the job classifications set forth in Appendix A, it is understood that said employee will no longer be in the bargaining unit.

ARTICLE 2 – SUBCONTRACTING

- 2.1 There will be no subcontracting of bargaining unit work performed by employees, except by agreement between the Employer and the Union.
- 2.2 Non-Union Personnel may not perform bargaining unit work, except as follows:

Notwithstanding anything contained in the Agreement to the contrary, the parties recognize that supervisors, non-unit and non-Lyon-Martin personnel may perform

bargaining unit work in the following circumstances to the extent it has been performed in the past and provided such work will not cause a displacement or daily cancellation of bargaining unit personnel, including in the following instances:

- a. Where supervisors have previously worked in staffing;
- b. In the course of instructing or training employees in the performance of their job duties;
- c. Where an emergency exists and immediate action is required;
- d. Where Lyon-Martin prior to the execution of the collective bargaining agreement, relied upon contract, registry, temporary or other non-unit employees to fill specific needs;
- e. Where Lyon Martin leadership covers for unexpected employee absences;
- f. Where Lyon-Martin identifies a temporary need to be filled by an outside contractor by mutual agreement

ARTICLE 3 – EQUAL EMPLOYMENT OPPORTUNITIES

3.1 DISCRIMINATION

Neither the Employer nor the Union will engage in conduct that would constitute unlawful discrimination under the National Labor Relations Act.

Any employee of Lyon Martin, including supervisors and co-workers, may not discriminate for or against any employee because of race, creed, color, religion, age, gender identity, gender expression, transgender status, sex, sexual orientation, pregnancy, childbirth or related medical conditions, national origin, ancestry, disability, medical condition, veteran status, political affiliation, marital status, socioeconomic status, immigration status, weight, genetic information, or any other protected classification recognized under state or federal law or in violation of any city, state, or federal laws.

Lyon-Martin also prohibits discrimination or harassment based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This commitment applies to all persons involved in the operations of Lyon-Martin (including employees, interns, trainees, students, and volunteers).

Lyon-Martin is an equal opportunity employer and is committed to providing a work environment that is free of discrimination, harassment, abusive conduct, or retaliation. Any matter alleging in whole or in part, discrimination as set forth above in this Article 3 may be pursued through the Employer complaint procedure described in Section 8.7 of the Lyon Martin Employee Handbook, the Grievance Procedure in this Agreement, and/or through statutory remedies.

3.2 EQUAL PAY

There shall be no wage discrimination based on gender or any other legally protected category for the performance of comparable quality and quantity of work on the same or similar operations.

ARTICLE 4 – UNION SHOP

4.1 UNION SHOP REQUIREMENTS

- a. 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 that is related to the Union's representation costs.
- b. The Union shall notify the Employer and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee thirty (30) days after the employee has been mailed such notice at her or his last known address, in which to comply. If said employee does not comply with the provisions of this Article within said thirty (30) days, the employee shall be promptly terminated upon written notice of such fact from the Union and the Employer. The Union will hold the Employer harmless from any claims or liability arising out of this Section, including the expense of defending against such claims.

4.2 NOTICE TO NEW EMPLOYEES

At the time a new employee who will be subject to this Agreement is hired, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by the Agreement and a Union application and dues authorization form. This written notice shall quote or paraphrase the provisions of this Article of the Agreement. The Employer will also provide each new employee with a list, prepared by the Union, of current shop stewards, their departments and/or work areas, telephone numbers, and personal email addresses, if available.

4.3 DEDUCTION OF UNION SHOP FEES

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

- b. The Employer will remit the dues/fees deducted pursuant to such assignments promptly, but not later than ten (10) days following the date of the payroll from which they are deducted. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name; employee ID number; amount remitted in each category (i.e., dues, fees, COPE); employee status (e.g., full-time, part-time, per diem), wage rate; and number of hours worked in the pay period. If no payment is transmitted for an employee, an explanation will be included with the effective date (e.g., terminated, leave of absence, out of bargaining unit).
- c. The Union shall indemnify and hold the Employer harmless against all claims, demands, suits, orders, damages, actions or other liabilities, including but not limited to the Employer's reasonable attorneys' fees, that may be made against or arising out of or as a result of action taken or not taken by the Employer with the purpose of complying with this Article.

ARTICLE 5 – NEW EMPLOYEES, ORIENTATION, AND EMPLOYEE LISTS

- 5.1 During the initial new hire orientation scheduled by the Employer, the Employer will allow a representative of the Union up to thirty (30) minutes at the conclusion of the orientation to discuss the Union and the terms of this Agreement with a new employee who will be subject to this agreement. In the event a shop steward is assigned, the steward shall be released from work without loss of pay to participate in the session. Where such program is regularly scheduled, such release should normally occur. Paid release time will be provided only where a shop steward is assigned to work a regular shift. The Employer and the steward will find a mutually agreed upon time for the Union to orient new employees on paid release time.
- 5.2 The Employer will provide to the Union electronically (by emailing a spreadsheet in a safe encrypted format the following information no later than the 5th day of each month:
 - a. List of all members of the bargaining unit including, where available, full name, employee ID number, home address, home phone number, cell phone number, personal email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and
 - b. List of new hires including, where available, full name, employee ID number, home address, home phone number, cell phone number, personal email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and

- c. List of terminations, including full name, employee ID number, date of termination, and reason for termination (e.g., resignation, layoff, retirement, or other); and
- d. List of transfers, including full name, employee ID number, former department and new department, department code, former classification and new classification, classification code, shift, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of transfer.

ARTICLE 6 – COPE CHECK-OFF

- 6.1 The Employer hereby agrees to honor voluntary contribution deduction authorizations for the Union’s Committee on Political Education (COPE) from its employees who are Union members.
- 6.2 The Employer will remit the COPE monies deducted pursuant to such assignments promptly, but not later than ten (10) days following the date of the payroll from which they are deducted. This remittance will be in a check separate from dues. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) and in encrypted format supporting documentation for the funds remitted. which shall include the employee’s full name, social security number, employee ID number, and amount remitted. If no payment is transmitted for an employee for whom payment was previously transmitted, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).
- 6.3 The Union will defend and hold the Employer harmless against any claim which may be made by any person arising out of this Article and/or because of the COPE deductions described herein. The Union will have no monetary claim against the Employer because of failure to perform under this Article.

ARTICLE 7 – BULLETIN BOARDS

The posting of Union notices will be limited to the bulletin boards to which the Union is given use under this Article. The Union shall be given use of a bulletin board for the exclusive use of the Union at each location of the Employer where employees covered by this Agreement are employed.

ARTICLE 8 – REGULAR FULL-TIME, REGULAR PART-TIME, ON-CALL, AND PER DIEM EMPLOYEES

8.1 STATUS DEFINITIONS

a. Regular Full-Time

Regular full-time employees are regularly scheduled to work forty (40) hours a week. Regular full-time employees are eligible for full Lyon-Martin benefits, paid time off (PTO), and other benefits as described in this Agreement.

b. Regular Part-Time (16 Hours Per Week or Over) Employees

Regular part-time employees are those who work less than forty (40) hours per week, but at a minimum of sixteen (16) hours per week. Regular part-time employees are eligible for full Lyon-Martin benefits, paid time off (PTO), and other benefits as described in this Agreement.

c. On-Call

On-Call employees are those who are regularly scheduled but work less than sixteen (16) hours per week. These employees are not eligible for medical/vision/dental benefits, but are eligible for pre-tax benefits, accrue time off at a pro-rated rate.

d. Per Diem Employees

Per diem employees do not have a regular work schedule, but rather are scheduled to work on an as-needed basis, depending on their availability and program coverage needs, which may vary weekly. These employees are not entitled to available benefits programs other than pre-tax benefits, but may be eligible to receive statutory benefits to the extent required by the law, Employer-sponsored healthcare expenditure contributions pursuant to the San Francisco Health Care Security Ordinance and the San Francisco Minimum Compensation Ordinance, as described in this Agreement.

e. Temporary Employees

A Temporary Employee is one who is hired either Part-time, Full-time or On-Call on a pre-determined work schedule to work for a limited period which shall not extend beyond ninety (90) calendar days to assist in a specific function or in the completion of a specific project. The ninety (90) calendar days may be extended in any given case by mutual agreement of the Union and the Employer. These employees are not entitled to available benefits programs other than pre-tax benefits, but may be eligible to receive statutory benefits to the extent required by the law, Employer-sponsored healthcare expenditure contributions pursuant to the San Francisco Health Care Security Ordinance and the San Francisco Minimum Compensation Ordinance, as described in this Agreement.

Exception: The ninety (90) day time limit listed above shall not apply to the hiring of temporary employees for the pre-existing 6-month QTI BIPOC Health Care Fellowships.

8.2 CHANGING STATUS

Full-time and regular part-time employees who transfer to On-Call (under 16 hours per week) or per diem status are subject to the following benefit accrual adjustments:

- a. Upon written request, employees will be paid off in full their previously accumulated personal and vacation time at their base rate of pay in effect immediately prior to transfer to on-call (under 16 hours per week) or per diem status.
- b. Employees will retain previously accumulated service credit for purposes of vacation, personal and sick accrual and will accrue vacation, personal and sick time while in on-call status. Employees transferring to per diem will accrue sick time pursuant to the San Francisco Minimum Compensation Ordinance.

8.3 RECLASSIFICATION

The reclassification provisions shall not apply to hours worked by an employee temporarily replacing another employee who is on any approved leave of absence.

- a. A per diem or on-call (under 16 hours per week) employee who regularly works sixteen (16) hours or more each workweek, or a regular part-time employee who regularly works forty (40) hours or more each workweek, for ninety (90) days or more, shall, at the employee's request, be reclassified to the appropriate regular on-call, regular part-time or regular full-time employee status and the applicable regular work schedule. Any reclassification to regular part-time or regular full-time employee status under this paragraph shall be effective as of the 90th day, except:
 - i. Vacation, personal and sick accruals shall be effective as of the beginning of the pay period within which the reclassification occurred; and
 - ii. If retroactive corrections in status are made, health benefits and life insurance changes shall be effective prospectively (at the beginning of the following month).
 - iii. If the employee has taken vacation, personal or sick time off for a one-week period or longer, the ninety (90) day period shall be extended by the same number of days for which the employee was off work on such vacation, personal or sick time off. If the employee has a paid day off on a scheduled workday, such day(s) shall be counted as a regularly assigned workday.

ARTICLE 9 – INTRODUCTORY PERIOD

- 9.1 All regular full-time employees and regular part-time employees assigned to work sixteen (16) or more hours per week shall serve an introductory period of ninety (90) calendar days following their date of hire. The introductory period for all other employees shall be 180 calendar days or sixty-five (65) shifts, whichever occurs later.
- 9.2 At its sole discretion, the Employer may terminate the employment of any employee during their introductory period, and such termination shall not be subject to the Grievance Procedure of this Agreement. Nothing in this Agreement shall preclude a grievance alleging violation of Article 3 (Equal Employment Opportunities) during the employee’s introductory period.
- 9.3 At the completion of the introductory period, seniority shall date from the employee’s most recent date of hire into a bargaining unit position.

ARTICLE 10 – SENIORITY AND JOB VACANCIES

10.1 SENIORITY DEFINED

Seniority shall be defined as the most recent date of hire into a bargaining unit position covered by this Agreement.

An employee’s length of service for the purpose of job bidding and the allocation of casual shifts commences on the most recent date of continuous bargaining-unit service as a per diem employee.

10.2 RETURN TO UNIT

Any bargaining unit employee who accepts a non-bargaining unit position with the Employer may return to the bargaining unit without a break in seniority, provided that there exists a vacancy to which the employee can return and that such return occurs within thirty (30) days of the acceptance of the non-bargaining unit position.

10.3 SENIORITY LIST

The Employer shall maintain a seniority list that will be provided to the Union once every six (6) months.

10.4 LOSS OF SENIORITY

Seniority shall be terminated by:

- a. Termination;
- b. Resignation;

- c. Failure to return to work from a leave of absence in accordance with the terms of the leave; and
- d. Layoff without recall in excess of twelve (12) months.

10.5 JOB VACANCIES, POSTING, AND BIDDING

a. Posting of Vacancies

When a vacancy in a bargaining unit position occurs, a notice of that vacancy shall be emailed to unit members five (5) business days before an external recruitment is posted for applicants. Qualifications for vacant positions shall appear on position postings. Minimum qualifications and preferred qualifications must be clearly stated on the job posting, and the posting may not be changed. Postings shall include the hours (full-time or part-time, on-call, per diem status), shift and days off when known. An internal candidate who meets the minimum qualifications for the vacancy will be provided with an opportunity to interview for the position.

An interview committee will be established by the Employer who will determine the appropriate size and membership. It will include the NUHW steward from the impacted classification. In cases where the steward is not available or the classification does not have an NUHW steward, management may select another bargaining unit staff member as a replacement. If anyone on the interview committee, including managers, has a conflict of interest, the individual will recuse themselves.

b. Filling Vacancies

External applicants may only be awarded the position in the following scenarios:

- If within the first seven (7) days of the posting, there are no internal applicants.
- If an external candidate meets all minimum qualifications and more of the preferred qualifications than any internal candidate. If this is the case, Lyon-Martin must provide documentation that proves that an external applicant meets the preferred qualifications.

Otherwise, a vacant bargaining unit position shall, upon written bid, be awarded based on greatest number of preferred qualifications met and with preference towards the following order of seniority if they meet the minimum qualifications of the job as stated in the job description and if their work performance evaluations have been consistently satisfactory on their current job for the last twelve (12) months and has not been placed on a Performance Improvement Plan in the last six (6) months.

- i. Regular full-time and regular part-time employees
- ii. On-call employees
- iii. Per Diem employees
- iv. Former employees who have been laid off for less than one (1) year

v. Employees who have been off the payroll for less than one (1) year after resigning with at least two (2) weeks' notice.

vi. Other applicants

c. Notification of Selection

Employees submitting a written bid for a posted vacancy under this Subsection shall be informed by the Employer whether or not they are awarded the position. If an internal candidate is not awarded the position, the Employer must provide the reason in writing within seven (7) days of the hiring decision with any recommendations for what an employee may do for future postings.

d. Potential Vacancies

Employees expected to be on vacation for a period of more than seven (7) days may submit a request for transfer to a potentially available position. Such request must be submitted in writing to the Human Resources Department. Such written request shall constitute an automatic bid for thirty (30) days or for the period of vacation, whichever is less. It is understood that any written request under this Article is limited to vacancies or potential vacancies in permanent positions subject to this Agreement. This paragraph does not require the Employer to wait for the requesting employee's return from vacation if a business need exists to fill the position promptly.

e. Evaluation Period after Promotion or Transfer

Employees who are promoted to a new position or who transfer to another position through the bidding process, shall have up to ninety (90) days of evaluation of their performance. If, at any time within such ninety (90) day period, the employee fails to perform satisfactorily, such employee shall be returned to their former position, including shift, assignment and scheduled hours without loss of seniority, provided their former position is still available. If the employee's former position is not available, the employee shall be returned to a comparable position in the same classification, if available. The Employer will evaluate the employee within four (4) weeks of the transfer or promotion. If within the first four (4) weeks, the Employer does not believe the employee is going to succeed in this position, the Employer will offer the following:

- i. An opportunity to return to the previously held position, if available
- ii. Provide one-on-one job coaching on a weekly basis
- iii. Clear, specific plan for improvement that includes what both the individual and leadership will do to support the employee with clear weekly communication

10.6 SENIORITY TIE BREAKER

If employees have the same seniority date, the following tiebreaker will be used to determine the seniority order:

- a. Date first worked.
- b. If the date first worked is the same, date and time of submission of application for employment.
- c. If the date and time of submission of application is the same, the larger of the last four (4) numbers of the employees' social security numbers.

ARTICLE 11 - LAYOFF & RECALL

The parties acknowledge a common goal and intent of providing employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees, but recognize that there are circumstances when avoiding displacement cannot be achieved. Lyon-Martin will make every effort, without sacrificing the quality of patient care nor the ability of the clinic to function operationally, to avoid displacing employees (e.g., reduction in force, reduction in hours, daily cancellations, job elimination on a temporary, indefinite, or permanent basis, etc.) and in so far as it is able, will provide employment security to bargaining unit employees. The parties agree that employees faced with displacement from their position shall be given first consideration for reassignment or floating wherever possible in lieu of involuntary reduction. Furthermore, if an employee is unavoidably displaced, the Employer will:

- Fulfill reference checks and return reference calls from other employers within two (2) business days
- Provide reference letters and any other materials needed to secure new employment within seven (7) days of receiving the request from the displaced employee.
- Assist employees in identifying other job opportunities or at other organizations

11.1 LAYOFF AND REDUCTION IN HOURS DEFINED

- a. Indefinite layoff is defined as a layoff which is of uncertain duration and is expected to be in excess of fifteen (15) days. Permanent layoff is defined as a layoff in which there is no reasonable expectation of recall.
- b. Reduction in hours is an involuntary reduction in the scheduled hours of regular full-time or part-time employees.

11.2 IMPLEMENTATION OF INDEFINITE OR PERMANENT LAYOFF

- a. If after exercising every effort, without sacrificing the quality of patient care nor the ability of the clinic to function operationally, to avoid layoff, and it is necessary to conduct an indefinite or permanent layoff, then such layoff shall be undertaken through the following procedure.
- b. Before implementing a layoff or an indefinite reduction in hours or reduction in hours longer than thirty (30) calendar days, Lyon Martin will meet with the Union to review the program, staff needed or impacted, operational needs, and potential alternatives to

layoffs. In the event of layoffs due to elimination or reduction in funding for Lyon Martin programs, Lyon Martin shall give the Union no less than thirty (30) days notice of cancellation or reduction, in which case Lyon Martin will provide notice to the Union promptly after receipt of firm notice from the funder. In the event of layoffs occasioned by any other events, Lyon Martin shall give the Union thirty (30) days' notice prior to layoffs. After notice has been provided, the parties will negotiate over the direct impact of layoff on affected staff.

- c. Indefinite or permanent layoffs will be in reverse order of seniority by classification, provided that the remaining employees are qualified and able to perform the work with reasonable orientation and/or training in the following order:
 - i. Temporary employees;
 - ii. Per Diem employees;
 - iii. On-call employees;
 - iv. Regular Full-time and Regular Part-time employees.
- d. Full-time and part-time employees will receive a minimum of four (4) weeks' notice if they are to be laid off. Any employee who does not receive four (4) weeks' notice shall be entitled to two (2) weeks' pay. Employees subject to an indefinite reduction in hours as defined above who do not receive four (4) weeks' notice shall be compensated for the number of hours reduced based on what they were scheduled to work for the following 2 weeks.
- e. For a period of one (1) year, full-time and regular part-time staff who are placed on layoff status shall be offered, in seniority order, the first available vacancy in the classification from which the employee was laid off, provided the employee meets the posted qualifications for the position. Laid off employees shall be notified by mail of openings at their last known address and by last known email as listed in ADP, as provided to the Employer upon hire. Employees will be contacted under recall.

In order to be eligible for consideration for the vacancy, employees must respond that they are interested in the position within seventy-two (72) hours of the e-mail being sent. If the Employer does not receive a response from the employee within two (2) weeks of the notification, they will be removed from the recall list and terminated. However, employees who have a specific reason for failing to respond in a timely manner may continue on recall, if mutually agreed between Management and the Union.

11.3 TRANSFER RIGHTS

- a. Bargaining unit employees who are subject to layoff may submit a bid for an existing or potential vacancy under the job bidding procedure set forth above. An employee who is subject to layoff and who is interested in being oriented and/or trained for a vacant position in their classification may request to be provided orientation and/or training by the Employer for the vacant position, provided the employee could qualify

for the position after a reasonable orientation/training period. Such bidding rights are in addition to the employee's recall rights as set forth below.

- b. An employee transferring to a new classification under this Section shall retain those recall rights in the former classification which were earned up to the time of transfer, and can exercise such rights if a vacancy occurs in such classification in the twelve (12) months following the layoff.

11.4 BENEFITS

An employee who has been indefinitely or permanently laid off and who is covered by Employer-sponsored health benefits will continue to receive the same level of benefits coverage until the last day of the calendar month of the month in which the notice or severance period ends.

11.5 RECALL

- a. For a period of twelve (12) months from the date of indefinite or permanent layoff, employees who, as a result of the reduction, are laid off are entitled to recall.
- b. Recall of employees to regular positions in the employee's prior classification from an indefinite or permanent layoff shall use seniority, specific qualifications, special skills, and documented performance as the guiding criteria.
- c. An employee shall remain on the recall list unless they are offered and declined a position in the same classification on the same shift with the same number of hours as the position from which they were laid off or reduced.

ARTICLE 12 – CLASSIFICATIONS AND WAGES

12.1 SCHEDULE OF WAGES

- a. The pay scale that appears in Appendix A shall apply. The base hourly and/or salaried rates of pay shall be shown in Appendix A attached hereto and made a part hereof. No employee shall have their total wages reduced as a result of signing this Agreement.
- b. Across-the-Board Wage Increase
 - i. Year 1. Effective the first full pay period following July 1, 2025, a two and a half percent (2.5%) wage increase for all employees in the Unit.
 - ii. Year 2. Effective the first full pay period following July 1, 2026, a two and a half percent (2.5%) wage increase for all employees in the Unit.
 - iii. Year 3. Effective the first full pay period following July 1, 2027, a two and a half percent (2.5%) wage increase for all employees in the Unit.

c. Longevity Premiums:

Lyon-Martin employees in the Unit shall receive a longevity pay premium added to their base salary upon the anniversary date of hire accordingly:

- i. An additional \$2,000 premium after three cumulative years of employment at Lyon-Martin;
- ii. An additional \$2,000 premium after six years of cumulative employment at Lyon-Martin; and
- iii. An additional \$2,000 premium after nine years of cumulative employment at Lyon-Martin.

For current employees, cumulative years of employment is measured no earlier than March 16, 2022, the date Lyon-Martin became a separate legal entity.

12.2 PAY DAY

- a. Lyon-Martin employees are paid on a semi-monthly basis (24 pay periods annually). Pay periods are the 1st to the 15th, paid on the 20th of each month and the 16th to the end of each month paid on the 5th. In the event that a regularly scheduled payday falls on a holiday, employees will be paid on the day preceding the holiday, unless otherwise required by state law. Please keep in mind that different banks have different processing times so some may receive their pay sooner or later than others.
- b. Direct deposit shall be offered to all employees and shall be deposited by no later than the designated payday and earlier if practicable, or earlier as indicated in Item #1 above.
- c. Employees shall have the option of picking up their paychecks at their work location, at times outlined above, at their request.
- d. If the Employer uses symbols on payroll checks, such symbols shall be explained to an employee upon request. All records of paid time off accounts shall accurately reflect balances through the most recent pay period ending the date of the check.
- e. Paycheck errors resulting in underpayments of greater than eight (8) hours pay to employees shall be corrected immediately, and a new check for the underpayment shall be issued to the employee within twenty-four (24) hours of discovery of the error, excluding holidays and weekends. In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Human Resources or Accounting/Payroll staff so that corrections can be made as quickly as possible.

12.3 JOB DESCRIPTION AND JOB CLASSIFICATION

- a. In the event that the Employer establishes a new classification within the bargaining unit, in addition to those now in existence, the Employer and the Union will meet to negotiate with respect to rate of pay and job duties, prior to implementation. The parties will make a good faith effort to reach a settlement. If the parties are not able to reach agreement, the Employer may implement, and the Union may, within fifteen (15) calendar days, submit the dispute to expedited arbitration for final and binding resolution. Any monetary remedy resulting in a higher rate of pay for an employee shall be paid retroactively to the start date of each individual employee in the new position.
- b. The Employer shall maintain and review job descriptions for all classifications, which will be remitted to the Union. It is recognized that changes of job titles and duties contained in this Agreement may be necessary. In the event the Employer intends to change job titles or job duties, they will send the Union a draft of the changes, with the changes indicated, in advance of implementation. Within fifteen (15) calendar days, the Union may request to meet the Employer to negotiate with respect to the proposed change. The parties will make a good faith effort to reach a settlement. If the parties are unable to reach an agreement, the Employer may implement, and the Union may, within fifteen (15) calendar days, submit the dispute to expedited arbitration for final and binding resolution.
- c. Upon request to the Human Resources Director, or designee, the Employer shall provide the Union or employee with any existing job description and/or individual position description, for covered employees, which have not previously been provided to the Union. These shall be emailed and made available to the requesting party in a timely manner within five (5) calendar days of any such request.

12.4 EVALUATIONS

The employee shall be given a copy of their written formal performance evaluation, not to be confused with supervision. Performance evaluations shall not be subject to the Grievance Procedure, as such evaluations may not be used in support of disciplinary action.

12.5 WORK IN HIGHER PAID CLASSIFICATION

- a. Any employee directed to relieve another employee in a higher paid classification will be paid at the rate of pay of the higher paid classification's pay grade or all hours worked in the higher paid classification.
- b. The pay of employees who work in two different classifications during a work week shall be calculated based on the hours and pay rates worked in each classification.

12.6 BILINGUAL DIFFERENTIAL

An employee who, as a normal part of their work and/or job description, is required to provide bilingual services for languages qualified by Lyon-Martin shall be paid a differential of \$1.00 per hour worked.

ARTICLE 13 – HOURS OF WORK FOR NON-EXEMPT EMPLOYEES AND EXEMPT EMPLOYEES

13.1 NON-EXEMPT EMPLOYEES

a. Pay Rates

- i. Work Week/Work Day. The straight time workweek shall be forty (40) hours, five (5) days per week. A straight time day's work will consist of no more than eight (8) hours.

The 7-day work period begins at 12:01 a.m. on Monday and ends at midnight on Sunday. The workday is from 12:01 a.m. to midnight. Time spent staffing the provider on-call line is compensated separately and will not be considered hours worked.

- ii. Overtime for Hours in Excess of Eight (8) or Forty (40). One and a half times (1.5x) the employee's regular rate shall be paid for all hours worked in excess of eight (8) hours in any one shift or forty (40) hours in a Work Week.
- iii. Double time (2x) for Hours in Excess of Twelve (12). Double the employee's regular rate of pay shall be paid for all hours worked in excess of twelve (12) consecutive hours in any one workday, excluding meal period.
- iv. Double time for the Seventh (7th) Day of the Work Week. When an employee works seven (7) consecutive calendar days, said employee shall be paid at the rate of double (2x) the straight-time rate of pay for all hours worked in excess of eight hours of work on the seventh (7th) day. This provision may be waived on the request of the individual employee and with the agreement of the Employer.

b. Rest Periods

- i. Each employee shall be granted an uninterrupted, consecutive rest period of fifteen (15) minutes for every four (4) hours worked or major fraction thereof.
- ii. The Employer will comply with the applicable Industrial Welfare Commission Wage Order regarding meal period, meal period waivers, missed meal period penalties, and "on duty" meal period agreements.
- iii. Unpaid, unworked meal periods will not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement.

- iv. Anytime an Employee misses a meal period, they must submit the existing standard form to their supervisor. In the event of any changes to the document, it will be provided to the Union for review and discussion thirty (30) days prior to implementation.
- c. Days Off
- i. Two (2) Consecutive Days Off. Wherever practical and possible in the light of Lyon Martin requirements, the Employer will endeavor to schedule two (2) consecutive days off a week (not including After Hours On-Call).
 - ii. Pay After the Seventh (7th) Day. An employee required to work more than seven (7) consecutive days without a day off (not including After Hours On-Call) shall be compensated thereafter at time and one half (1 1/2) the employee's straight time hourly rate for each day worked (or portion thereof) after the seventh (7th) day until granted a day off.
- d. Reporting Pay
- i. An employee who reports to work as scheduled will be guaranteed four (4) hours of pay at straight time for reporting as scheduled if work is not provided by the Employer, unless the employee's schedule is understood to call for a shift of fewer than four (4) hours, in which case the employee will be paid for scheduled hours only. If such employee reports to work as scheduled and works in excess of four (4) hours, the employee will be guaranteed eight (8) hours of straight time if work is not provided by the Employer, unless the employee's schedule is understood to call for a shift of fewer than eight (8) hours, in which case the employee will be paid for scheduled hours only.
 - ii. In the case where an employee is not otherwise scheduled to work and is called to work at the last moment and only works seven (7) hours of the shift, such employee shall be compensated for eight (8) hours of work.
 - iii. In cases where the employee is entitled to overtime, the employee will receive overtime at the rate of time and one half (1 1/2) their regular rate of pay for actual hours worked or the appropriate guarantee, whichever is higher.
 - iv. An employee who reports to work as scheduled will be guaranteed pay for their entire shift if the clinic is closed due to an emergency.
- e. Work in Higher Paid Classification
- Any employee who is relieved of their regularly assigned work and reassigned by the Employer to perform work in a higher paid classification (except for rest periods and meal relief) shall be paid at a rate based on the ratio of time spent in each classification.

f. Work Schedules

Monthly schedules of starting and quitting times and days off will be posted no less than fourteen (14) days in advance of the schedule, subject to emergency changes. In the event the Employer needs to change the schedule after it has been posted, any such change requires mutual consent by an in-person, text, or direct telephone conversation initiated by the Employer, unless emergency conditions dictate otherwise.

g. Holidays

Non-exempt staff working on a recognized holiday will receive one and one half (1 1/2) times the straight time hourly rate for each hour worked.

13.2 EXEMPT EMPLOYEES

a. Professional Hours

While each exempt employee will be scheduled to work regular hours in a single workweek, the actual daily and weekly work schedule may vary due to time requirements of specific assignments and seasonal variations in program workload. All staff are entitled to build into their schedule a paid meal period.

An employee shall be informed at their time of hire as to their work schedule. It is understood that such schedule is subject to change in the interest of efficient operations. Due to the professional nature of the work, it is recognized that schedules may vary from the normal workweek, however, employees are expected to work the number of hours regularly scheduled each week.

If, in the interest of efficient operations, it becomes necessary to change or establish schedules departing from the normal program operating schedules, the supervisor and employee will meet to discuss alternative schedules. If the supervisor and employee mutually agree to an alternative schedule, the Employer shall notify the Union of said change. If the supervisor and employee cannot come to mutual agreement regarding an alternative schedule, the Employer shall meet and confer with the Union to arrange mutually satisfactory schedules.

b. Guaranteed Salary Generally

Under existing law, exempt employees must be paid on a salary basis. The parties desire to have employees in classifications and statuses identified as exempt be paid on a salary basis, and those identified as non-exempt be paid on an hourly basis.

c. Exempt Employees

- i. Workweek and Workday Defined. The work week begins at 12:01 a.m. on Monday and ends at midnight on Sunday. The workday is from 12:01 a.m. to midnight.

- ii. **Scheduled Work Hours.** Salaries for full-time employees are based on a schedule of 40 hours per workweek. Part-time exempt employees will be regularly scheduled for some lesser number of hours per payroll period and will be subject to the same rules and deductions set forth in this Agreement as a percentage of their guaranteed salary.
- iii. **Guaranteed Weekly Salary Generally.** An employee will receive their full salary for any workweek in which they perform any work, regardless of the number of days or hours worked, subject to the deductions that are permitted by state and federal law for salaried employees.
- iv. **Guaranteed Daily Salary Generally.** An employee will receive an amount equal to the daily salary if they work any portion of a scheduled workday, regardless of the number of hours worked, subject to the deductions permitted by law that are set forth in this Agreement.
- v. **Deductions for Full-Day Absences Generally.** As permitted by law, an employee's salary may be reduced by an amount equal to the daily salary (e.g., 1/5th of the guaranteed weekly salary) for full day absences on a usual scheduled workday under the following circumstances:
 - (1) Absence from work for one or more full days for personal reasons, other than sickness or disability;
 - (2) Absence from work for one or more full days due to sickness or disability;
 - (3) Proportionate rate of full salary for time actually worked in the first and last weeks of employment; and
 - (4) Unpaid leave taken pursuant to the Family and Medical Leave Act (FMLA).
- vi. **Deductions for Partial Day Absences.** In the event an employee works some portion, but not all, of their scheduled hours in a workday, the employee will receive their guaranteed salary for that day. If, however, an employee has been approved for intermittent family/medical leave (FMLA, California Family Rights Act (CFRA), or Pregnancy Disability Leave (PDL)), the Employer may make deductions for partial day absences if no paid leave time is available.
- vii. **Paid Leave Bank as Salary Replacement.** An employee is considered as receiving their guaranteed compensation without deduction if management substitutes accrued paid vacation, paid personal leave, paid sick leave, paid holiday pay (individually and/or collectively referred to herein as the "paid leave bank") for a full or partial day the employee is absent from work, as long as the employee receives payment of an amount equal to their guaranteed salary.
- viii. **Work Not Available.** No deductions from weekly salary will be made for absences occasioned by the Employer or by the operating requirements of its business. If the exempt employee is ready, willing, and able to work, deductions

will not be made for time when work is not available if any work was performed in that work week. This Section does not apply to situations involving layoff.

d. Absences for Exempt Employees with Paid Leave Bank

- i. Full Week Absences. In the event that an employee is absent from work for a full week in which they were or would have been scheduled to work, the Employer will reduce the employee's paid leave bank in an amount equal to the number of hours that the employee was scheduled or regularly would have been scheduled to work during the missed week.

For example: An employee is scheduled to work forty (40) hours in a workweek. The employee is approved to take a full week of PTO during the first week of the payroll period, so the employee does not perform any work during that week. The employee works their regular schedule during the second week of the payroll period. The employee will receive their full salary for the payroll period and Employer will deduct forty (40) hours from the employee's paid leave bank for the full week absence during the first week of the payroll period

- ii. Full Day Absences. In the event that an employee misses a full day of work, the Employer will reduce their paid leave bank by the number of hours that the employee was or regularly would have been scheduled to work.

For Example:

- (1) An employee is scheduled to work ten (10) hours but calls off before the shift due to illness. Employer will deduct ten (10) hours from the employee's paid leave bank.
- (2) An employee is scheduled to work eight (8) hours, but then asks to take a paid personal day off. The Employer will deduct eight (8) hours from the employee's paid leave bank.

- iii. Partial Day Absences. If an exempt employee takes a partial day absence of less than two (2) scheduled hours, the employee will receive their guaranteed salary for the day and no deduction will be made from the employee's banked accrued vacation, sick or personal hours provided they have received prior approval from a manager. If an exempt employee takes a partial day absence of two (2) scheduled hours or more, deduction will be made from the employee's vacation, sick or personal hours. In addition, with prior approval from their manager, exempt employees may make up lost work time for partial day absences on the same day or another day within the same, semi-monthly pay period without using vacation, sick or personal hours. If an employee has been approved for intermittent family/medical leave (FMLA), the Employer may substitute vacation, sick or personal hours in increments of less than a day for work hours missed for the approved FMLA, CFRA, or PDL leave.

- iv. Exhaustion of Vacation, Sick and Personal Leave Banks. An employee must exhaust all applicable vacation, sick and personal hours before opting to take unpaid leave.
- e. Absences for Exempt Employees with No Paid Time Off
 - i. Full Week Absences. If an employee does not perform any work during a workweek and they do not have any paid time off available, they will not be entitled to any salary for the workweek
 - ii. Full Day Absences. In the event that an employee misses a full scheduled day of work and the employee does not have any paid time off available, the Employer will deduct an amount equal to the percentage of time off in full-day increments taken by the employee. For example, if a full-time employee who is scheduled to work five (5) days in the workweek is out one day, the Employer may deduct 1/5th of the weekly salary.
 - iii. Partial Day Absences. An employee who does not have any paid time off available will receive an amount equal to the daily salary (1/5th of the employee's weekly salary) if they work any portion of a scheduled workday, regardless of the number of hours worked. The only exception to this rule is that the Employer may deduct from the guaranteed daily salary of an employee with no paid time off who takes approved FMLA, CFRA, or PDL. Such a deduction shall be a pro-rata share of the employee's regularly scheduled weekly hours (typically 40 hours for full-time employees).

For example:

- (1) An employee works the first two (2) hours of a 12-hour shift and then has to leave work due to a personal emergency. The employee will be paid their entire salary for that day.
- (2) A full-time employee is scheduled to work forty (40) hours in a workweek. The employee works a 10-hour shift on one day that week but has to take two (2) hours off for a medical appointment, which time has been approved as intermittent family leave. Employer may deduct 2/40 of the employee's guaranteed weekly salary, which is a pro-rata portion of the weekly scheduled hours that the employee missed due to intermittent family leave.

f. Holiday Pay

If any exempt employee, regardless of category, is required and has prior approval to work on a recognized holiday, the employee shall receive a flat rate equal to a tenth (1/10th) of the employee's weekly salary in addition to the employee's weekly salary. This does not apply to After Hours On Call.

g. Work in Higher Paid Classification

Any employee who is relieved of their regularly assigned work and reassigned by the Employer to perform the full duties of a higher paid classification (except for rest periods and meal relief) shall be paid at a rate based on the ratio of time spent in each classification.

The pay of employees who work in two different classifications during a work week shall be calculated based on the hours and pay rates worked in each classification.

13.3 NOTICE OF INTENDED ABSENCE

Employees who are required to be absent from work for any reason will provide their immediate supervisor or designated representative with reasonable notice of such intended absences, and the reasons therefore. Except in the instances of unforeseen injury or illness, or other emergencies, all time-off requests should be submitted by an employee with at least two weeks' notice. In cases in which two weeks advanced notice for requested time off was not given, a supervisor shall review the request as soon as possible and may grant the request if doing so would not adversely affect clinic operations.

Employees may request unpaid time off if they have exhausted their vacation, sick and/or personal hours. In determining whether such request shall be granted, the Employer shall consider the reason(s) for the request and the potential impact upon the operation of the facility. Request shall not be unreasonably denied.

13.4 TIMECARDS

Lyon-Martin may not falsify or knowingly incorrectly adjust timecards. It is incumbent on the employee to review their timecard prior to the end of the pay period for any errors and report any corrections needed to their supervisor or the director of HR in a timely manner. A reminder to submit corrections will be issued to all employees two (2) days prior to the payroll due date.

Should there be significant errors or missing punches on the timecard at the time payroll is due and the employee has not submitted corrections, Lyon-Martin will make reasonable adjustments to reflect the employee's regular schedule so that the employee can be paid on time. If the employee informs Lyon-Martin of remedial corrections after payroll has processed, the timecard will be corrected and changes reflected in the subsequent payroll.

ARTICLE 14 – TRAINING, JOB-RELATED EDUCATIONAL LEAVE, PROFESSIONAL DEVELOPMENT, IN-SERVICE EDUCATION, AND LICENSURE FEES

14.1 TRAINING AND PROFESSIONAL DEVELOPMENT

Lyon-Martin Community Health Services is committed to the personal and developmental growth of all its employees. To this end, Lyon-Martin Community Health Services not only prepares their new hires to succeed with Lyon-Martin Community Health Services, we also continually develop, and improve current employees' skills in order to constructively respond to today's on-going challenges.

a. Employer-Required Training

Some training programs are required for all employees, such as anti-harassment training and anti-discrimination training, training on Lyon-Martin Community Health Service policies and procedures as well as occupational safety training. Employees required to attend these training sessions will be compensated pursuant to applicable federal and state laws.

b. In-Service Education

When the Employer provides an in-service education program for employees in a particular classification or classifications under the Agreement, the Employer will use their best efforts to see that the in-service education sessions are available to all employees in such classification or classifications on all shifts.

14.2 PROFESSIONAL DEVELOPMENT & LICENSURE FEES

Lyon-Martin will cover up to \$2,000 per employee (Prorated based on FTE) per fiscal year to cover costs associated with professional development, tuition, course materials, continuing education, and required licensure fees. To be eligible for reimbursement for Professional Development and Licensure Fees, the full-time, part-time or on-call employee must have completed the introductory period. Upon completion of the introductory period, the employee has thirty (30) days to submit any reimbursement requests for licensure fees incurred during the introductory period.

The course and the employee's participation in the program must be approved by the supervisor and Human Resources. Permission for such tuition reimbursement will not be unreasonably denied, so long as the employee submits a written request one (1) month in advance. The Employer will notify the employee in writing within two (2) weeks of receiving the request whether the tuition reimbursement will be permitted or denied. To receive reimbursement for costs associated to professional development, tuition, course materials, and continuing education, the employee must submit the following to the Human Resources Department within thirty (30) days of course completion:

- a. Official receipt for eligible expenses to be reimbursed.

- b. Proof of current enrollment, good standing, or completion.
- c. The employee's copy of the approved request form.

The total amount of organization-wide professional development fund reimbursement costs for Lyon-Martin will not exceed five thousand dollars (\$5,000) per month for all Lyon-Martin employees combined. Employee requests will be approved on a first come, first served basis.

Reimbursement payments will be issued within fourteen (14) days of receipt of the above items, or if the five thousand dollar (\$5,000) limit for the month has been exceeded, at the next available month in which the limit has not been exceeded.

Wherever possible, Lyon-Martin will pay for expenses directly. Upon request, Lyon-Martin will provide the approved licensure amount up front to the employee. Once an employee receives the licensure payment, the employee will pay the licensure fee and submit the receipt within fourteen (14) days.

Unused professional development funds cannot be carried over to the next fiscal year.

14.3 EDUCATIONAL LEAVE

The Employer agrees to support opportunities for employees to attend educational activities which are consistent with the goals, objectives, and action plans of the Employer.

- a. Each full-time employee is entitled to education leave up to an equivalent of forty (40) hours per fiscal year for participation in educational courses in a related field to their work at Lyon-Martin. This amount shall be prorated for employees who are regularly scheduled to work less than forty (40) hours per week. Permission for such job-related education leave will not be unreasonably denied, provided:
 - i. The employee applies at least one month in advance in writing to their supervisor and Human Resources, specifying the course, institute, workshop, or class they wish to attend to allow supervisors time to accommodate coverage as needed. The Employer will notify the employee in writing within two (2) weeks of receiving the request whether the leave will be permitted or denied.
 - ii. Paid educational leave may be requested only for courses necessary to maintain licensure certification, or for courses which will directly benefit the employee's job-related professional improvement.
 - iii. The employee requests and obtains permission from their supervisor and Human Resources to attend;
 - iv. Documentation of attendance is provided.

- v. Professional development funds may be applied for courses and conference registration, and Education Leave to attend courses and conferences may, but are not required to be, used simultaneously.
 - vi. The parties recognize that staffing the clinic is Lyon-Martin's primary function. Education Leave can only be approved if clinical staffing needs are met. Where more employees have requested Education Leave on the same day(s) than the Employer can release due to clinic demands, such requests shall be granted by seniority, unless a less senior employee's request has been previously approved.
 - vii. Job-related educational leave is to be granted on a fiscal year basis. Unused Educational Leave cannot be carried over to the next fiscal year;
 - viii. To be eligible for Educational Leave, the full-time, part-time or on-call employee must have completed the introductory period.
 - ix. An employee may not incurred double time, overtime or a meal penalty due to or as a result of education leave.
- b. Training that is required by the Employer shall not be deducted from the Educational Leave bank or the Professional Development amount. Training that is required by the Employer will be paid at regular time without any deductions.
 - c. Leave bank or the Professional Development amount. Training that is required by the Employer will be paid at regular time without any deductions.
 - d. In computing educational leave hours, all time away from the employee's job may be counted, not just time at the class or lecture, etc.

ARTICLE 15 – PAID SICK LEAVE, VACATION, PERSONAL TIME OFF, AND PAID HOLIDAYS

15.1 ADVANCED APPROVAL

Advance approval is necessary for all time off requests except for illness or other emergencies. Employees should submit time off requests in the timekeeping system (ADP) with at least two weeks' notice. The employee's supervisor shall approve or deny timely requested time off within ten (10) calendar days, or the request shall be granted as submitted. In cases in which two weeks advanced notice for requested time off was not given, a supervisor shall review the request as soon as possible and may grant the request if doing so would not adversely affect clinic operations.

Time off requests are approved on a first come first serve basis. If multiple employees submit time off requests in the same day for the same period of time off and the Employer is not able to grant all the requests, the Employer will grant the time off based on seniority.

15.2 PAID HOLIDAYS

Full-time employees, part-time employees, and on-call employees are entitled to paid holidays during the calendar year. Part-time and on-call employees who do not regularly work on a recognized holiday will still be compensated for the day, on a pro-rated basis based on FTE.

The following days shall be observed holidays:

New Year's Day	Independence Day
Dr. Martin Luther King, Jr.'s Day	Labor Day
Presidents' Day	Indigenous Peoples' Day
César Chávez Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Day After Thanksgiving
	Christmas Day

Religious Holidays: Unless it causes an undue hardship, Lyon-Martin generally grants requests for time off to observe religious holidays which do not require an unreasonable amount of time away from work. Time off for religious holidays is unpaid (you may use accrued vacation or personal days) and should be requested at least two weeks prior to the holiday.

All holidays and floating holidays listed above are not accrued vested benefits, are not cashed out, and are use-it-or-lose-it each fiscal year. "Unused" holidays do not carry over to the subsequent fiscal year.

If eligible employees are required to work on holiday, they shall receive one and a half times (1.5x) their base rate of pay for all hours worked on that holiday. If a designated holiday occurs during an employee's scheduled vacation period, that day shall not be charged against accrued vacation days.

15.3 VACATION, PAID SICK LEAVE, AND PERSONAL DAYS ACCRUALS

Vacation, Paid Sick Leave, and Personal Days are prorated for full-time, part-time, and on-call employees on the basis of hours worked during a pay period. Benefits begin upon the first (1st) day of employment, subject to the provisions described in the following sections.

Full-time employee (40 hours a week):

Length of Service	Vacation Days Accrued Per Year	Sick Leave Accrued Per Year	Personal Days Accrued Per Year	Approximate Total Combined hours Per Year
<u>All Employees</u>	120 hours	80 hours	40 hours	240 hours

Pro-Rated Accrual for a Part-time employee who works 16 hours a week:

Length of Service	Vacation Days Accrued Per Year	Sick Leave Accrued Per Year	Personal Days Accrued Per Year	Approximate Total Combined hours Per Year
All Employees	48 hours	32 hours	16 hours	96 hours

15.4 VACATION DAYS CARRYOVER AND ACCRUAL CAPS

All employees are encouraged to use their available vacation days each year. However, in the event an employee does not use their accrued vacation days the time will not be forfeited and will be carried over from year to year until a cap is reached. Vacation hours may be accrued up to a maximum of 180 hours.

15.5 PAID SICK LEAVE CARRYOVER AND ACCRUAL CAPS

Unused accrued sick leave is carried over from the previous year and accrues to a maximum of 80 hours.

15.6 PERSONAL DAYS ANNUAL CARRYOVER AND ACCRUAL CAPS

Unused accrued personal time off is carried over from the previous year and accrues up to a maximum of 60 hours.

15.7 LEAVE USAGE

An employee’s remaining accrued and unused Vacation and Personal Days balance will be paid upon retirement or termination.

ARTICLE 16 – EMPLOYEE BENEFITS

16.1 HEALTH INSURANCE

All regular employees working 16 hours or more per week are eligible for full health insurance coverage. Lyon-Martin provides full coverage of a selection of platinum tier, zero deductible health plans. Lyon-Martin pays 100% of the offered plan premiums for

both the eligible employee, and their dependent children. Eligible employees may elect to enroll in health insurance benefits immediately.

16.2 LIFE INSURANCE

All employees working 16 hours or more a week are eligible for \$15,000 of life insurance coverage. Lyon-Martin pays 100% of the offered plan premiums. Eligible employees may elect to begin life insurance benefits immediately. Upon attaining eligibility for Lyon-Martin Community Health Services' life insurance coverage, employees will be asked to designate a beneficiary. Employees may request a change in beneficiary at any time.

16.3 DENTAL, VISION, ACUPUNCTURE/CHIROPRACTIC

In addition to traditional health insurance coverage, Lyon-Martin recognizes that employee health includes dental, vision and complementary care needs. All employees working 16 hours or more per week are eligible for full dental, vision, acupuncture, and chiropractic coverage. Lyon-Martin pays 100% of the offered plan premiums for both the eligible employee, and their dependent children.

Eligible employees may elect to enroll in these benefits immediately. (Subject to monthly enrollment deadlines.)

Dental: Lyon-Martin offers a choice of top tier Delta Dental's Premier Deluxe PPO. The PPO plan offers top tier benefits and coverage with an expansive network.

Vision: Lyon-Martin offers a VSP Choice vision plan.

Acupuncture/Chiropractic: Lyon-Martin offers combined Chiropractic and Acupuncture coverage using via Landmark's network of providers.

16.4 RETIREMENT

All employees working 16 hours or more a week are eligible to participate in Lyon-Martin's 403(b)-retirement plan. Employees may make pre-tax contributions to their retirement savings.

Lyon-Martin's retirement benefit contribution will be up to a 3% match for any participants.

All retirement benefits will be vested upon deposit for employees active at the time of implementation, including previously unvested matches.

16.5 TRANS HEALTH FUND

Lyon-Martin will dedicate a funding pool of \$10,000 per fiscal year, with \$5000.00 allocated for the first six (6) months of the fiscal year and \$5000.00 for the second six (6) months of the fiscal year for support with employee medical costs related to transgender health care.

All employees are eligible to apply for the available funds on a rolling, first come, first serve basis, until the funds allocated for the period are exhausted.

To receive reimbursement for medical costs related to transgender health care, the employee must submit the following to the Human Resources Department within thirty (30) days of care received:

- a. Full itemized receipt of cost of health care received.
- b. Proof of payment.

Lyon-Martin must respond within seven (7) days of receipt of request. Requests shall not be unreasonably denied, and if a request is being denied, Lyon-Martin must clearly explain that reason in the written response.

Reimbursement payment will be issued within thirty (30) days of receipt of the above items.

Lyon-Martin will send a quarterly notice to all employees notifying the employees of how much money remains in the Trans Health Fund.

16.6 CHILD CARE FUND

Lyon-Martin will dedicate a funding pool of \$10,000 per fiscal year, with \$5000.00 allocated for the first six (6) months of the fiscal year and \$5000.00 for the second six (6) months of the fiscal year to support employees with dependent children with childcare expenses.

All employees are eligible to apply for the available funds on a rolling, first come, first serve basis, until the funds allocated for the period are exhausted.

To receive reimbursement for childcare, the employee must submit the following to the Human Resources Department within the calendar year the childcare was provided:

- a. Full itemized receipt of childcare.
- b. Proof of payment.

Lyon-Martin must respond within seven (7) days of receipt of request. Requests shall not be unreasonably denied, and if a request is being denied, Lyon-Martin must clearly explain that reason in the written response. Reimbursement payments will be issued within thirty (30) days of receipt of the above items.

Lyon-Martin will send a quarterly notice to all employees notifying the employees of how much money remains in the Child Care Fund.

ARTICLE 17 – BEREAVEMENT LEAVE

Full-time and part-time employees are eligible for paid bereavement leave in the event that a loved one passes to allow for the employee to grieve, attend funeral services or a memorial, or deal with related financial and legal matters.

Lyon-Martin recognizes that for many employees, their closest bonds may be with chosen family, outside of those typically considered “immediate family” via traditional blood and/or legal relationships. Therefore, an immediate family member for purposes of Lyon-Martin's bereavement leave policy includes any individual whose close association with the employee is the equivalent of an immediate family relationship.

Eligible employees are allotted forty (40) hours of bereavement leave per fiscal year (July 1 to June 30) prorated by FTE to use in the event of loss(es) of an immediate family member. Employees may also request to utilize any accrued vacation, sick, or personal time or unpaid time off to cover their absence for additional time.

In the unfortunate event of multiple deaths that occur in the same fiscal year, the employee can use any remaining bereavement leave not already used in that fiscal year or any accrued vacation, sick or personal time or unpaid time off.

Bereavement leave does not carry over to the next fiscal year.

Because of the deep impact that death can have on an individual or a family, additional time off, utilizing accrued vacation or personal days, or unpaid time off may be granted on a discretionary basis. Such arrangements must be approved by the employee's supervisor. To be eligible for paid time off for bereavement, employees are expected to notify their supervisors at the earliest opportunity so that the supervisor can try to arrange coverage for the employee's absence.

Lyon-Martin may require verification of the need for the leave.

ARTICLE 18 – LEAVES OF ABSENCE

18.1 Lyon-Martin provides leaves of absence to eligible employees, as per applicable federal, state, and local laws. This includes:

- a. Federal family and medical leave under Family and Medical Leave Act (FMLA) (If employee count is 50 or greater)
- b. CA state family and medical leave under California Family Rights Act (CFRA)
- c. Pregnancy disability leave (PDL)
- d. San Francisco paid parental leave
- e. Juror or witness leave
- f. Voting leave

- g. School or day care activity leave
- h. School conference leave
- i. Military reserve leave
- j. Military deployment leave
- k. Family Military Leave
- l. Civil Air Patrol Leave
- m. Time Off for Emergency Personnel
- n. Victims of crime leave / Court Proceedings Leave for Crime Victims
- o. Volunteer civil service personnel leave
- p. Victims of domestic violence, sexual assault, and stalking leave
- q. Bone Marrow Donation Leave
- r. Rehabilitation Leave
- s. Organ Donation Leave
- t. School-Related Activities Leave

And other leaves which may be enacted by federal, state, and local legislation for the duration of this Agreement.

An employee who is on an approved leave of absence, and who has worked an average of thirty (30) or more hours per week for the six (6) month designated Affordable Care Act (ACA) measurement period preceding the leave of absence, will have their group health plan coverage continued during the leave to the extent required by federal, state, and local law. Beginning on the first (1st) day of the first (1st) full month during which the cost of an employee's group health plan is no longer paid by the Employer, the employee may elect to continue such group health plan coverage under COBRA by paying the cost of such coverage as provided under COBRA, subject to the terms, conditions, and limitations of the federal COBRA statute.

18.2 FMLA/CFRA

- a. Employees continuously employed by the Employer for twelve (12) consecutive months and who have worked at least 1250 hours within the twelve (12) months preceding the commencement of the leave shall be eligible for family medical leave in accordance with the provisions of the FMLA and the CFRA. Such leaves shall be made available for:
 - i. The birth of the employee's child, or receipt of a child in foster care or adoption.
 - ii. The care of an employee's immediate family member. For the purposes of this provision, members of the immediate family are defined as the employee's

spouse, parents, child, registered domestic partner, or the child of a registered domestic partner.

- iii. A serious medical condition of the employee.
 - iv. Care for an injured service member. An eligible employee who is the spouse, son, daughter, parent, next of kin, or registered domestic partner of a covered U.S. Armed Forces service member who incurs an illness or injury in the line of duty. Such eligible employees shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve (12) month period to care for the service member. The leave described in this paragraph shall only be available during a single twelve (12) month period.
- b. Upon return to work following a qualifying FMLA/CFRA leave, the employee shall be reinstated to the same position, classification, unit, and shift held by the employee at the time of the commencement of the leave.

18.3 PDL

Employees disabled due to pregnancy or pregnancy-related conditions shall be eligible for a maximum of four (4) months unpaid leave of absence, in addition to CFRA leave, in accordance with the provisions of California law.

18.4 MEDICAL LEAVE UNDER AMERICANS WITH DISABILITIES ACT

- a. An employee with a disability who has need for additional leave beyond what is provided under FMLA/CFRA may request additional leave as a reasonable accommodation. If granted, this leave is paid only to the extent of the employee's vacation, sick leave, and personal days combined balance – any leave taken after the employee's combined balance is exhausted is unpaid leave. The Employer and employee will enter into an interactive process to assess the reasonable duration and extent of such leave, as well as return to work and any related restrictions or accommodations needed by the employee.
- b. In order to be eligible for medical leave under the Americans With Disabilities Act (ADA), the employee must provide the Employer's Human Resources Department with medical certification, in advance where practicable and foreseeable, such certification to include the probable duration and confirmation that the employee is unable to perform his/her job duties due to the medical condition.
- c. Benefits under this Agreement shall be maintained during paid portions of leave and/or during any portion of the leave that qualifies as FMLA or CFRA leave, as provided below. Beginning on the first (1st) day of the month following the exhaustion of paid time and/or the maximum FMLA/CFRA leave, the employee may elect to continue benefit coverage under COBRA by paying the cost of such coverage as provided under COBRA.

18.5 WORK-RELATED DISABILITY LEAVE

- a. The Employer shall grant a leave of absence to an employee who is unable to work due to a work-related injury as determined by the worker's compensation insurance. During the leave, all health and welfare benefits shall continue for up to one twelve (12) weeks, with the opportunity to renew for an additional twelve (12) weeks, or to the date that the employee is deemed to be permanent and stationary, whichever occurs earlier. Workers Compensation Insurance will continue to cover employees on Work-Related Disability Leave.
- b. The Employer shall make every reasonable effort to assist the employee and return them to work after a work-related injury, including an offer of modified (light) duty for at least ninety (90) days, return to the employee's former position upon release for work, or re-training to an available position with the Employer if the employee is no longer able to perform the work of his/her former position.
- c. Employees returning from up to twelve (12) weeks of work-related protected disability leave shall be entitled to reinstatement to the same position, classification, unit, and shift as held by the employee at the commencement of the leave. If conditions have changed so that this is not possible, the employee shall be reinstated in a position, unit, and shift as nearly comparable as is possible under the circumstances. if available.
- d. An employee who, because of a work-related injury, is medically determined to be permanently disabled and unable to return to their former position shall be entitled to any vacant position for which they are then qualified. If all other options have been exhausted and an employee is medically determined to be permanently disabled and is unable to return to their former position even with reasonable accommodations under the ADA or to any vacant position for which they may be qualified, such employee may be replaced.

18.6 UNION LEAVE

One (1) employee at a time who becomes a paid staff member of the Union shall be granted an unpaid leave of absence of up to one (1) year for Union business. Upon completion of the leave of absence, the employee(s) will be returned to their former job, if available, or to a comparable position in the same classification, shift, and work hours if available.

Upon written notice from the Union to the Employer's Director of Human Resources, such notice to be given, if at all, not less than six (6) weeks from desired time off, one (1) employee at any given time will be granted an unpaid leave of up to two (2) weeks from work for the purposes of engaging in Union business, including but not limited to Union conventions, meetings, conferences, and other activities, client care permitting. The employee shall not suffer any loss of seniority or other benefits as a result of such leave.

18.7 MILITARY LEAVE

Military leave of absence shall be granted to eligible employees who are absent from employment in order to perform duty, on either a voluntary or involuntary basis, in the uniformed services of the United States. Eligibility for military leave, and all other rights and obligations in connection with such leave, shall be in accordance with, and fully governed by, the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).

An employee who is the spouse or registered domestic partner of a service member of the U.S. Armed Forces deployed in a combat zone during a period of military conflict may take up to ten (10) days of unpaid leave. To be eligible for such a leave, an employee must be regularly scheduled to work twenty (20) or more hours a week and must submit documentation to the Employer of his/her intention to take such a leave within two (2) business days of receiving notice that the service member will be on leave from deployment.

18.8 OTHER LEAVES OF ABSENCE

Leaves of absence for reasons other than those specified herein above shall be granted only by agreement between the employee and the Employer, and if a real and compelling reason for time off exists. A leave of absence shall not be unreasonably denied, although it is understood that recurring requests may be denied since such requests cause a burden on the process of scheduling, staffing, and quality client care.

18.9 RETURN TO DUTY

Unless otherwise specified above, when an employee returns from a leave of absence not exceeding thirty (30) days in compliance with the approved terms of the leave, such an employee shall be assigned to the same classification, position, unit, and shift they held before the leave. Unless otherwise specified above, if the leave is in excess of thirty (30) days and the employee returns in compliance with the approved terms of the leave, the Employer will use its best efforts and will not unreasonably deny return of the employee to the same classification, position, unit, and shift as occupied at the start of the leave. If conditions have changed so that this is not possible, the employee shall be reinstated in a position, unit, and shift as nearly comparable as is possible under the circumstances.

18.10 NOTICE TO REPLACEMENTS

A person hired or assigned as a replacement for an employee on a leave of absence shall be so advised by the Employer.

18.11 NON-FORFEITURE OF ACCRUED RIGHTS

By reason of such leave of absence, the employee shall not lose any accrued rights under this Agreement but likewise they shall not accrue rights under this Agreement, unless otherwise provided for above.

ARTICLE 19 – JURY DUTY, WITNESS PAY, AND VOTING TIME

19.1 JURY DUTY

An employee called for jury duty will receive the difference between jury pay and normal straight time earning for jury service on any day on which the employee was regularly scheduled to work. In order to be eligible for jury duty pay from the Employer, the employee must notify the employee's department manager as soon as is practicable after receipt to report for jury service, and must provide a receipt from the jury commissioner that he or she has been called and has served.

Lyon-Martin provides paid juror leave in the equivalent of one workweek – forty (40) hours for one full-time 40-hour-per-week employee, prorated for employees who are regularly scheduled to work less than forty (40) hours per week. Jury duty served while on a leave of absence, while utilizing paid time off, or on a day on which the employee is not scheduled to work will not be compensated.

19.2 WITNESS PAY

An employee subpoenaed by the Employer to appear in a judicial proceeding on a regularly scheduled work day will receive the difference between the applicable statutory witness fee and straight time earnings for each such day. Lyon-Martin provides paid witness leave in the equivalent of one workweek – forty (40) hours for one full-time 40-hour-per-week employee, prorated for employees who are regularly scheduled to work less than forty (40) hours per week.

19.3 TIME OFF TO VOTE

Employees who are unable to vote in a statewide election before or after working will be permitted up to two (2) hours with pay at the beginning or end of their workday on Election Day for voting purposes. Arrangements must be approved in advance by the employee's supervisor. Where possible, the employee will give their supervisor at least two (2) working days' notice that time off to vote is needed.

ARTICLE 20 – CHANGE OF OWNERSHIP, MERGERS, SALES, CLOSURES AND TRANSFERS

In the event of sale or transfer of control of the facility, the Facility shall, within a reasonable period of time but not less than ninety (90) days of the effective date of the sale or transfer (except for Lyon-Martin closure for which ninety (90) days advance notice is required), provide advance notice to the Union and include the new employer's or entity's name, address and designated representative. Prior to the sale or transfer, the Facility shall inform the new owner and/or employer or entity of the existence of this Agreement and of its terms and conditions; and recognize the Union as the collective bargaining representative.

ARTICLE 21 - TRANSIT FUND

Lyon-Martin shall automatically contribute \$100 a month (post-tax), prorated by number of days (including partial days) regularly scheduled to be worked in person per week out of five (5), to all regular employees to cover the cost of traveling to and from the clinic.

ARTICLE 22 - REMOTE WORK

22.1 PURPOSE

Lyon-Martin is committed to providing conditions of employment that enhance work-life balance and offer flexibility to employees. Lyon-Martin also recognizes the concept of a fixed "workplace" has shifted since the COVID-19 pandemic. To promote a healthy workplace culture and its organizational mission, Lyon-Martin also requires regular, in-person work to serve patients, clients and the community, staff relationship building, learning, and development, and to remain consistently present in the community. Remote work is not required of any employee working at Lyon-Martin. The Employer shall not unreasonably deny an employee's request to work remotely.

22.2 IN-PERSON WORK ARRANGEMENTS

Employees whose classifications are for 100% in-person work are not eligible to work remotely. The following positions are classified as 100% in-person:

- a. Clinical Social Worker
- b. Medical Assistants
- c. Electrologists
- d. Late Night Outreach Coordinator
- e. Outreach & Harm Reduction Coordinator
- f. Outreach RN
- g. Per Diem Registered Nurse
- h. Phlebotomist
- i. Physical Therapist
- j. Traditional Chinese Medicine Practitioner/Acupuncturist

Should an employee whose job classification is not 100% in-person wish to work remotely on an ongoing basis for a day or more, the Union, the employee, and Lyon-Martin shall meet to discuss the feasibility of remote work for the job position, the specific hybrid remote work schedule, and expectations for performing work remotely. The days an employee works remotely are decided upon by mutual agreement between and are expected to follow a regular pattern (for example, a full-time employee that works remotely every Tuesday). Should an employee wish to work remotely on a day other than the day they usually work remotely, the employee and supervisor will agree to swap for an equivalent amount of time worked in person on a day they would otherwise

have worked remotely, assuming clinic staffing needs are not impacted. Such compensated work in person should occur within two (2) weeks of the off-scheduled remote day of work.

22.3 ONE-OFF REMOTE WORK ARRANGEMENTS

All employees may request to work remotely on a day they are scheduled to work in person in special circumstances, provided they have enough work to perform at home, patient care is not negatively affected, and their supervisor approves the remote work day. Employees with ongoing, hybrid remote work arrangements must make a good faith effort to make up the scheduled in-person workday by swapping one of their regularly scheduled remote workdays with an in-person workday within two (2) weeks.

22.4 REMOTE WORK GUIDELINES AND EXPECTATIONS

- a. Employees are expected to perform with the same efficiency as they do when they report to the office and should be responsive to Teams and e-mail throughout the business day. Employees working remotely are expected to be available and communicative during scheduled work hours.
- b. Employees working remotely must be able to maintain a space where they can meet HIPAA privacy requirements, such that their work is not visible or audible to any non-LMCHS employee or LMCHS-contracted business affiliate.
- c. All work done remotely should be conducted on approved LMCHS work devices. Employees should not access work accounts on personal devices, including Teams, e-mail, and Zoom, unless specifically approved by the LMCHS manager.
- d. Staff are fully responsible for maintaining their remote workspace in a secure, private, and ergonomic manner with power, high-speed internet, and other systems needed to perform their work. Injuries sustained by the employee in a remote work location and in conjunction with their regular work duties may be covered by the company's workers' compensation policy. Remote workers are responsible for notifying the Employer of such injuries as soon as practicable.

22.5 MODIFICATION OF REMOTE WORK ARRANGEMENTS

Lyon-Martin has the right to modify or revoke the remote work arrangement should the employee's job position change to require fully in-person work or to provide sufficient in-person clinical coverage. In addition, a remote work arrangement may be modified as part of performance management in accordance with Article 25. Lyon-Martin will make a reasonable effort to provide a minimum of 30 days' notice prior to modifying an employee's ongoing remote work arrangement.

22.6 REASONABLE ACCOMMODATION

Remote work arrangements may be a disability accommodation under local, state and federal law. Employees seeking disability accommodations should request them through Human Resources.

22.7 EMERGENCY SITUATIONS

If an emergency occurs and the physical location of the clinic must remain closed, Lyon-Martin will work with each employee to provide remote work.

ARTICLE 23 - JOINT COMMITTEE

23. 1 One Joint Committee shall be established which shall address the following issues:

- a. **Employee Safety:** The Committee shall deal with safety and health reports and matters of safety and health presented by shop stewards shall have priority on the Committee agenda and meetings will be called promptly following notice of an unhealthy or unsafe condition or practice. Serious safety or health hazards will be corrected as soon as possible and the Clinic will make every effort to protect employees from the known hazard pending its correction.
- b. **Staffing:** Identify and discuss staffing problems and make recommendations to Lyon-Martin.
- c. **Workforce Planning:** Identify classifications where there are, or may be, job vacancies within Lyon-Martin.
- d. **Employment Development:** Identify promotion, training, cross-training, and education opportunities.
- e. **Patient Care:** Work constructively for the improvement of patient care, recommend to Lyon-Martin ways and means to improve patient care; Recommend to the Lyon-Martin where, in the opinion of the Committee, specific problems in the delivery of patient care may exist.
- f. **Methods of Improving Labor/Management Relations**
- g. **Productivity:** Identify and discuss potential and actual problems around productivity expectations.
- h. **Workload:** Identify and discuss potential and actual problems around equitable distribution of workload.
- i. **Administrative Time:** Identify, discuss, and address potential and actual problems around the insufficiency of time allowed for employees to complete administrative tasks such as documentation, case management, and collaborative work.
- j. **Service Improvement:** Discuss and identify ways to improve services for trans, nonbinary, gender non-conforming, and intersex communities and cis-gender women with specific sensitivity to LGBQA+ sexual orientation, disability, size, race, ethnicity, and language regardless of immigration status or ability to pay. Consider

projected changes in health care and consider measures to improve scheduling and address scheduling problems.

23.2 PURPOSE

The purpose of the Joint Committee shall be to improve communication between the Employer and Union and to review, discuss, and resolve issues collaboratively. Decisions made by the Joint Committee will be recommended and sent to the CEO for review. Any decisions made by the Joint and/or Review Committee(s) regarding clinic activities, finances, policies, or procedures are subject to review for approval by either the Lyon-Martin Community Health Services CEO or Board of Directors, depending on who has authority.

23.3 JOINT COMMITTEE COMPOSITION

The Joint Committee will be composed of up to four (4) employees covered by the Agreement and up to four (4) representatives of the Employer. The Union and the Employer may change their respective representatives on the committee. Additionally, Lyon-Martin counsel and the Union field representative may participate in the Committee meetings.

23.4 EMPLOYEE REPRESENTATIVES

Employee Representatives of the Union will be released from their regular work hours without loss of pay to participate in the Committee. The Committee meeting shall not be scheduled outside of regular work hours for employee representatives.

23.5 FREQUENCY OF MEETINGS

The Committee will meet for at least one (1) hour once a month provided five (5) days' notice is given by the moving party and the moving party submits a proposed agenda with the notice. Additional meetings may be scheduled or cancelled upon mutual consent.

23.6 The Employer will respond in writing to specific issues raised at each Joint Committee within fourteen (14) days with a response or a status update from when the issue was initially mentioned. If further time for review is needed after fourteen (14) days, the Employer will provide an estimated time for response. The Union will respond within the same time lines when a Union response is needed.

23.7 TOPICS FOR DISCUSSION

Collective bargaining matters are not within the scope of the matters that may be considered by the Joint Committee.

23.8 REVIEW COMMITTEE

There is hereby established a Review Committee whose purpose is to review disputes arising within the Employer's Joint Committee at the request of either party. The Review Committee shall be composed of three (3) representatives appointed by the Employer, and three (3) representatives appointed by the Union.

Decisions of the Review Committee shall be by majority vote and shall be retroactive, except as otherwise agreed by the parties, to the date the matter was first presented in writing to the Joint Committee at Lyon-Martin. Decisions of the Review Committee are not subject to the grievance and arbitration procedure.

ARTICLE 24 - GRIEVANCE PROCEDURE AND ARBITRATION

Any dispute arising in connection with the application or interpretation of the provisions of this Agreement, unless specifically excluded from the grievance procedure, including the problems of discharge or suspension, which cannot be amicably adjusted between an employee of Lyon-Martin and the Department Head, or such other person as the Employer may designate, shall be reduced to writing, signed by the employee or Union representative, whichever is appropriate, and submitted to a Lyon-Martin representative designated by the Employer. No grievance shall be considered unless it has been first presented in writing within thirty (30) days of the alleged occurrence giving rise to the grievance. In the event the grievance concerns the discipline, discharge or suspension of an employee, the grievance must be presented in writing within ten (10) working days following discharge or suspension.

24.1 STEP ONE - GRIEVANCE CONFERENCE:

Within seven (7) days of receipt of the written grievance by Lyon-Martin, the Union, the employee, and the Employer Administrator or designated representative shall meet and attempt to resolve the matter informally. If the efforts to resolve the grievance in this matter are unsuccessful, either party may request that the matter be referred to an Adjustment Board. The request for an Adjustment Board must be made to the other party within fifteen (15) days of the Step One - Grievance Conference.

24.2 STEP TWO - ADJUSTMENT BOARD:

Upon receipt of a timely, written request, there shall be an Adjustment Board established consisting of two (2) Union Field Representatives designated by the Union and two (2) representatives designated by the Employer. The Adjustment Board shall meet within ten (10) days of receipt of the request for its establishment and shall consider fully all aspects of the issues presented. Any decision by a majority of the four members of the Board of Adjustment shall be final and binding upon all parties. If, during the period that the Adjustment Board can meet, no majority decision is reached, either party may request in writing that the matter be referred to Step Three, provided that if such request is made, it must be made within ten (10) days of a deadlock at the Adjustment Board, or within ten (10) days following the period during which the Adjustment Board can meet whichever occurs first.

24.3 STEP THREE – PRE-ARBITRATION MEETING:

Upon receipt of a timely, written request, there shall be a Pre-Arbitration meeting within ten (10) days following the Adjustment Board. The purpose of the Pre-Arbitration Meeting is to seek a meaningful resolution prior to moving the grievance to Step Four - Arbitration. If the efforts to resolve the grievance in this matter are unsuccessful, either

party may request that the matter be referred to Step Four - Arbitration, provided that such request is made within ten (10) days following the Pre-Arbitration Meeting or proceeding to arbitration shall be waived.

24.4 STEP FOUR – ARBITRATION

The following procedure shall apply if a grievance is timely submitted in writing to arbitration:

If the parties cannot reach agreement, the parties shall obtain a list of impartial arbitrators from the Federal Mediation and Conciliation Services (FMCS). The parties will select an arbitrator by alternately striking names from the list until one arbitrator remains. The selection of the arbitrator must be completed no later than thirty (30) calendar days from receipt by the Facility of the appeal to arbitration.

- a. A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Employer and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration shall be the Employer and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit employees. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of the briefs, whichever is later.
- b. The arbitrator's authority is derived from this Agreement and their jurisdiction is limited to the interpretation and application thereof. They shall not have authority to (a) amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the effective date or after the termination date.
- c. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Employer and the Union.

ARTICLE 25 - RESTORATIVE JUSTICE, DISCIPLINE, AND DISCHARGE

Lyon-Martin believes in using restorative practices to the extent possible to motivate changes in disruptive behavior by reflecting the impact of the behavior on others. Restorative practices are meant to address behavior and performance issues that impact clinic flow and clinic safety early on and to prevent reoccurrence. Restorative practices should address the unwanted behavior, the impact on others (staff or patient care), the desired change in behavior, how Lyon-Martin, as an organization, can support the change in behavior, any accountability action needing to be taken, and the foreseen consequences if not changed.

If behavior continues after attempts at restorative reflection and accountability processes, Lyon-Martin may utilize a system of progressive discipline for just cause:

- Verbal warning
- Written Warning
- Final Written Warning
- Suspension, without pay (if applicable)
- Termination

If there are no further formal disciplinary actions within one (1) year from receiving a verbal, a written warning, or final warning, the disciplinary notice will not be considered for future discipline. The one (1) year will be extended by the length of any leave(s) of absence.

If there is an egregious offense, the Employer may bypass (1) or more of the progressive disciplinary steps with just cause.

Any employee involved in any investigatory discussion with Lyon-Martin will be advised of the reason for the meeting and that it may lead to discipline. Should the employee have any questions about such meetings, they may contact either the Union Representative or Human Resources.

Upon request from an employee, the employee has the right to request a Union representative be present during such meetings. However, the Union representative must be available to attend the meeting within five (5) days, not including weekends and recognized holidays, of such request. If the investigation is regarding an employee placed on paid administrative leave, the Union representative must be available to attend the meeting within three (3) days. If a Union representative cannot be present within the time frame the investigatory discussion may proceed as scheduled by the Employer.

- a. Notification to the employee of the need for an investigatory meeting shall be done in writing and include the date, time, and location of the meeting.
- b. Investigatory meetings shall be limited to the issue(s) about which the employee was provided prior notification.

The Employer shall take disciplinary action no later than thirty (30) calendar days after the date the Employer became aware of the act leading to discipline. In the event the employee is on prescheduled leave or time off, the thirty (30) days shall be automatically extended by the length of the leave/time off. The Employer may request an extension if necessary to complete an investigation. The Union shall not unreasonably deny such a request.

When a disciplinary matter or investigation is closed, and a discipline is not being issued as a result, the employee will be notified in writing within two (2) weeks of the matter being closed.

In the case an interpreter is requested by an employee for an investigatory and/or disciplinary meeting, an interpreter shall be provided by the Employer.

Meetings of a disciplinary nature (i.e. verbal with corrective action plan, written warning, final written warning, suspension or termination) and/or investigatory meeting shall take place in a private setting.

The Employer may place an employee on paid administrative leave pending investigation to determine whether disciplinary action is in fact warranted.

ARTICLE 26 – NO STRIKE - NO LOCKOUT

There shall be no strike, work stoppage or other interruption of work during the life of this Agreement by the Union. During the life of this Agreement there shall be no sympathy strikes by the Union. Furthermore, the Union will not threaten to engage in any activity prohibited by this Article. Similarly, there shall be no lockout by the Employer during the life of the Agreement. Informational picketing is not prohibited if the Union provides a timely NLRA 8(g) notice; if its activity is limited to such picketing; and if the Union's NLRA 8(g) notice and other communications clearly say that its activity will be limited to such picketing.

ARTICLE 27 - UNION REPRESENTATIVE VISITS AND SHOP STEWARDS

27.1 UNION REPRESENTATIVES' VISITS

Duly authorized Union field representatives shall, with advance notification, be allowed access to visit the facility at all times to ensure compliance with this Agreement and to conduct Union business. This right shall be exercised reasonably so as not to interfere with the Employer's operations, patient care, or the work of any employee. Meetings shall be conducted in designated meeting rooms, or as otherwise approved. In connection with all visits, Union staff shall also abide by patient confidentiality and other Lyon-Martin privacy/confidentiality policies applicable to employees.

27.2 STEWARDS

Appointment and Notification: The appointments shall be made in such manner as the Union determines, and the Union shall provide the Employer with a written list of Union stewards after their designation, and shall notify the Employer of changes as they occur. The Union may designate one steward per facility as the Rep. Chair.

27.3 FUNCTION OF STEWARD

The following Section is illustrative rather than comprehensive. It is understood that Stewards' duties are determined internally by the Union, although the Employer is only required to deal with Stewards on matters involving the interpretation or application of this Agreement, or past practices, or workplace policies or procedures. The function of the Shop Steward shall include assisting employees. The function of the Shop Steward shall be to assist employees in settling problems arising in connection with the application or interpretation of the provisions of this Agreement directly with the

Department Head or such other person as the Employer may designate and to participate, at the option of the employee, in Steps One and Two of the Grievance Procedure as set forth Article 24 of this Agreement.

Union stewards will be released from their regular work hours without loss of pay to attend grievance and Weingarten meetings scheduled. Investigation of grievances by such stewards shall normally be conducted during non-working hours and is not compensable. Otherwise, Union stewards shall perform their functions or Union related activities on their own time. However, if a meeting is mutually agreed to with the Union steward during the steward's work shift, that time will be paid for by the Employer. Upon notification to the manager, if the Union steward wishes to schedule a meeting with an employee during the steward's work shift, release time shall not be unreasonably denied.

The Shop Steward shall not direct any employee how to perform or not perform their work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Clinic or any other employee. Their activities as a Shop Steward shall in no way interfere with their assigned duties as an employee.

27.4 TIME OFF WORK

Elected officers and Stewards of the Union may apply for time off without pay of up to five (5) days each calendar year to attend educational programs which are specifically designed to enhance the knowledge and skills of the officer in the performance of their Union duties. Officers and Stewards may request use of accrued vacation or personal time off for attendance at such educational programs. Each officer and/or Steward is required to request time off at least fourteen (14) days prior to the program's scheduled date. Lyon-Martin shall not unreasonably deny the request of the Union officer and/or Steward to attend an educational program.

ARTICLE 28 - SEVERABILITY AND SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be against state or federal law, the remaining provisions of this Agreement shall remain in full force and effect.

If a provision in this Agreement is invalidated by state or federal law, the Employer and the Union shall meet for the purpose of considering lawful substitute provisions.

ARTICLE 29 - ORGANIZING RIGHTS

29. 1 Lyon-Martin employees have the right to choose for themselves whether or not to be represented by a labor organization, and Lyon-Martin employees have a right to organize with the Union and make their choice regarding Union representation in an environment where the Employer maintains a neutral position in such matters.

29.2 PROCEDURES

As a result, the Employer and the Union agree that employees presently not represented by a labor union may become represented by the Union through the following procedures.

29.3 AUTHORIZATION OF REPRESENTATION, THIRD PARTY NEUTRAL, AND RECOGNITION

When a majority of employees in a specific classification have petitioned or signed cards indicating their wish to be represented by the Union and have authorized the Union to bargain on their behalf, the Employer will recognize the Union as the representative of such employees for such purposes, provided a third party neutral (Federal Mediation and Conciliation Service), agreed to by the parties, has reviewed and validated the signatures of the petition or signed cards.

Disputes regarding the appropriateness of the bargaining unit and matters related to the petition or cards will be determined by the third party neutral.

ARTICLE 30 - CHANGE OF GENDER OR IMMIGRATION STATUS

No employee covered by this Agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name, gender, or social security number. It is understood that falsification by an employee of work history and/or background (except for names, gender, and social security) can be cause for discipline.

In the event that an employee who has completed their probationary period has a problem with their right to work in the United States of America, or upon notification by ICE that an immigration audit or an investigation is being initiated, the Employer shall immediately notify the Union in writing. Upon the Union's request, agrees to meet with the Union to discuss the nature of the problem or investigation to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

No Match Letters: In the event that the Employer receives notice, either by correspondence or otherwise, from the Social Security Administration ("SSA") indicating that some of the employee names, gender, and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA's records, the Employer will notify the Union and provide a copy of the notice. The Employer will provide a copy of the notice to all employees listed on the notice, redacted to protect the privacy of other employees listed.

- a. The Employer will email the following notice to everyone in the bargaining unit in English, Spanish, Chinese, and any other language spoken by 25% of the employees at Lyon-Martin:

"Attention All Employees: In order to ensure that the Social Security taxes that are withdrawn from your wages are properly credited to your Social Security records, please compare the name that appears on your check stub with the name on your Social Security Card to ensure that we are using the exact same information. Even the simplest typographical error can sometimes cause problems in the Social Security Administration's records, and your earnings might not be properly credited. Correcting this information is very important for your future Social Security benefits should you become disabled or when you retire. Please contact the human resources office if you notice any errors. Thank you."

- b. The Employer agrees that it will not take any adverse action against any employee just because they are listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee.
- c. The Employer agrees that it will not require that employees listed on the notice bring in a copy of their Social Security card for the Employer's review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status just because they are listed on the notice.
- d. The Employer agrees not to contact the SSA or any other governmental agency after receiving notice of a no-match from the SSA, except as required by law, and except for purposes of correcting apparent incorrect SSA information, e.g. misspellings, transposed numbers, etc.

Should a federal immigration agent or a U.S. Immigration and Customs Enforcement Security agent demand entry into the Employer's premises with a valid and verified search or arrest warrant, then the Employer shall immediately notify the Union by telephone to the Union's office. Should a federal immigration agent or a U.S. Immigration and Customs Enforcement Security agent demand the opportunity to interrogate, search or seize the person or property of any employee with a valid and verified search or arrest warrant, the Employer shall immediately notify the Union by telephone to the Union's office. Except as required by law, the Employer shall not knowingly permit the agent(s) to enter the premises without a valid warrant or, in the case of the inspection of the I-9 forms, without 72 hours' notice. The foregoing shall not require the Employer to deny the Bureau of Immigration and Customs Enforcement or the Department of Labor access to the I-9 forms, except as allowed by law.

In the event that the Employer is served with a validly executed Search or Arrest warrant, the Employer shall arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

- i. The Employer will furnish to any employee terminated because they are not authorized to work in the United States of America, a personalized letter stating the employee's rights and obligations under this Section of the Agreement.

- ii. Upon request, employees shall be released for up to five (5) unpaid working days during the term of the Agreement in order to attend to USCIS proceedings and any related matters for the employee only. The Employer may request verification of such leave.
- iii. United States Citizenship and Immigration Services (CIS) appointments: The Employer shall grant employees excused, unpaid absences (or approved vacation or personal leave) when given one weeks' prior notice to attend any appointments scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, domestic partner, child or parent. The Employer may require proof of the appointment and proof of the family relationship.
- iv. On the day that any employee is sworn in as a United States citizen, the Employer shall grant that employee an excused, unpaid day off for that day, for which the employee may use accrued vacation or personal leave.
- v. The Employer shall not require or demand proof of immigration status, except as may be required by applicable regulations and legal requirements.
- vi. No employee shall be required to reverify status in circumstances constituting "continuing employment" as defined in 8 CFR §274a.2(b)(1)(viii) except as required by law.
- vii. In the event that an employee is not authorized to work in the United States of America following their probationary or introductory period, and their employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to their former position if the position is vacant and available, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within 12 months from the date of termination.
- viii. If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of 12 additional months. The parties agree that such employees would be subject to a probationary period in this event.
- ix. The parties agree that if either party believes that a change in the law (legislation, regulations or enforcement guidelines) has occurred which materially impacts the rights and obligations set forth in this Agreement, they will meet within two weeks to negotiate changes, if any. If the parties are unable to resolve issues pertaining to any such changes in the law, the issues will be submitted to arbitration. The parties agree that this Agreement should not be interpreted to

require the Employer to act or refrain from acting in any manner that is prohibited by law.

- x. Limited-English proficient workers: While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice amongst themselves, provided that such conversations are conducted in a manner respectful of guests and other employees and is consistent with quality guest service.
- xi. Upon request of the employee, the Employer shall provide interpreters, where such a person is available, for employees not fluent in English during any investigative interview that may lead to discipline or discharge. The interpreter shall have no connection to the discipline or investigation being discussed. When the Employer is unable to provide an interpreter, the Union may provide an interpreter. In the event an interpreter is not readily available, timeliness for issuance of the disciplinary or discharge notice automatically shall be tolled until an appropriate interpreter is available.

ARTICLE 31 - MANAGEMENT RIGHTS

Lyon-Martin retains, solely and exclusively, all the rights, powers, and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated, or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by Lyon-Martin, except as limited, delegated, or deleted by this Agreement include:

1. To the executive management and administration of Lyon-Martin and its facilities;
2. To manage, direct, and maintain the efficiency of its business and personnel;
3. To manage and control its departments, buildings, facilities, equipment, and operations;
4. To create, change, combine, or abolish jobs, departments, and facilities in whole or in part;
5. To discontinue work for business, economic, medical, or operational reasons;
6. To direct the work force;
7. To increase or decrease the work force;
8. To determine staffing patterns and levels and the number of employees needed;
9. To lay off employees;
10. To hire and promote employees;
11. To suspend, discipline and discharge employees;
12. To investigate employee misconduct and implement appropriate disciplinary action;
13. To establish work standards;

14. To establish schedules of operations;
15. To establish goals and objectives of its employees' performance;
16. To specify or assign overtime;
17. To adopt rules of conduct, appearance and safety, and penalties for violations thereof, as detailed in the Employee Handbook;
18. To determine the type and scope of work to be performed and for the services to be provided to patients;
19. To determine the methods, programs, processes, means, and places of providing service to patients;
20. To determine the quality of patient services;
21. To acquire and dispose of equipment and facilities;
22. To hire temporary employees for designated periods of time;
23. To effect technological changes in equipment and operations;
24. To sell, close, or dispose of all or part of a facility;
25. To set the price of all products and services;
26. To determine the scope and services within levels of care, additions, or deletions to unit specific skills rosters (subject to the laws and regulations governing patient care and practices of nursing);
27. To adopt reasonable rules and regulations;
28. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations.

The exercise of the foregoing powers, rights, duties, and responsibilities by Lyon-Martin and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of Lyon-Martin, except as limited by the specific terms of this Agreement.

Lyon-Martin's failure to exercise any right, prerogative, or function hereby reserved to it or Lyon-Martin's exercise of any such right, prerogative, or function in a particular way, shall not constitute a waiver of Lyon-Martin's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 32 - HAZARD PAY

Any employee who is scheduled to work for a late-night outreach van shift, shall receive hazard pay of an additional \$5.00 per hour for all hours worked between the hours of 10:00 PM and 2:00 AM.

ARTICLE 33 - TERM

This Agreement shall be in effect June 4, 2025 through and including June 30, 2028. Either party may serve written notice to the other party of its intent to amend the Agreement at least one-hundred eighty (180) days prior to the expiration of the Agreement.

National Union of Healthcare Workers

Lyon-Martin Community Health Services



Sophia Mendoza
President

JM Jaffe
Executive Director.

4/28/26

02/14/26

Date:

Date:

NUHW BARGAINING COMMITTEE

Cici Cooper
Primary Care Provider

Sparrow Frost
Phlebotomist/Medical Assistant

Margarita Herrera
Therapist

Kai Lynch
Therapist

Mae Petty
Therapist (Associate)

Sarah Vela
Primary Care Provider

APPENDIX A

LMCHS HOURLY BASE WAGE RATES PER POSITION				
Job	2024-2025	2025-2026	2026-2027	2027-2028
Title				
Acupuncturist/TCM Practitioner	\$56.38	\$57.79	\$59.23	\$60.72
Care Coordinator	\$31.20	\$31.98	\$32.78	\$33.60
Clinical Social Worker (Licensed)	\$36.06	\$36.96	\$37.89	\$38.83
Community Access Coordinator	\$30.00	\$30.75	\$31.52	\$32.31
Dietitian - EDO Lead	\$57.38	\$58.81	\$60.28	\$61.79
Electrologist	\$50.00	\$51.25	\$52.53	\$53.84
Gender Affirming Care Coordinator	\$31.20	\$31.98	\$32.78	\$33.60
Late Night Outreach Worker	\$30.00	\$30.75	\$31.52	\$32.31
Medical Assistant	\$31.20	\$31.98	\$32.78	\$33.60
Mental Health Care Coordinator	\$31.20	\$31.98	\$32.78	\$33.60
Outreach RN	\$47.80	\$49.00	\$50.22	\$51.48
Per Diem Primary Care Provider (MD or DO)	\$106.14	\$108.79	\$111.51	\$114.30
Per Diem Primary Care Provider (NP or PA)	\$72.48	\$74.29	\$76.15	\$78.05
Per Diem Registered Nurse (RN)	\$54.36	\$55.72	\$57.11	\$58.54
Per Diem Remote Communications Associate	\$32.31	\$33.12	\$33.95	\$34.79
Phlebotomist	\$32.20	\$33.01	\$33.83	\$34.68
Physical Therapist	\$56.38	\$57.79	\$59.23	\$60.72
Positive Care Coordinator	\$31.20	\$31.98	\$32.78	\$33.60
Primary Care Provider (MD or DO)	\$98.56	\$101.02	\$103.55	\$106.14
Primary Care Provider - Lead (MD or DO)	\$99.56	\$102.05	\$104.60	\$107.22
Primary Care Provider - Lead (NP or PA)	\$68.31	\$70.02	\$71.77	\$73.56
Primary Care Provider (NP or PA)	\$67.31	\$68.99	\$70.72	\$72.49
Psychiatric NP	\$72.12	\$73.92	\$75.77	\$77.67
Psychiatrist (MD or DO)	\$112.98	\$115.80	\$118.70	\$121.67
QTI BIPOC Healthcare Fellow	\$31.25	\$32.03	\$32.83	\$33.65
Registered Nurse	\$50.48	\$51.74	\$53.04	\$54.36
Remote Telehealth Therapist (Associate)	\$36.96	\$37.88	\$38.83	\$39.80
Remote Telehealth Therapist (Licensed)	\$46.81	\$47.98	\$49.18	\$50.41
Therapist (Associate)	\$36.96	\$37.88	\$38.83	\$39.80
Therapist (Licensed)	\$46.81	\$47.98	\$49.18	\$50.41
Therapist (Licensed) - Lead	\$47.81	\$49.01	\$50.23	\$51.49