NUHW

NATIONAL UNION OF HEALTHCARE WORKERS

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Collective Bargaining Agreement

with

NaphCare LLC

February 20, 2026 – February 19, 2029

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AGREEMENT

This Agreement is made and entered into this twentieth day of February, 2026, by and between NAPHCARE LLC, a correctional healthcare company providing healthcare services to adult detainees of the Santa Cruz County Sheriff's Office who are incarcerated at the Santa Cruz County Jail facilities, hereinafter called "the Employer" and NATIONAL UNION OF HEALTHCARE WORKERS, hereinafter called "the Union."

ARTICLE 1 – INTENT

1.1 It is the intent and purpose of the parties hereto to set forth herein the entire Agreement covering wages, hours and other terms and conditions of employment between the parties hereto, to promote and improve labor relations between the Employer, its employees and the Union and to provide a procedure for the prompt and peaceful settlement of grievances which may arise between the Employer and its employees or the Union to the end that there shall be no interruption or interference with service to the Employer or its customer, the Santa Cruz County Sheriff's Office, at the Santa Cruz County Sheriff's Office's Main Jail, Blaine Street Jail, Rountree Medium Security Jail, and Rountree Rehabilitation and Re-entry Facility locations.

ARTICLE 2 – RECOGNITION

2.1 DESCRIPTION OF THE UNIT

The Employer recognizes the Union as the exclusive bargaining agent for Registered Nurses, Mental Health Professionals, Mid-level Providers, Substance Counselors/ SUD Counselors, Licensed Vocational/Practical Nurses, Medical Assistants, Dental Assistants and Discharge Planners employed by the Employer at 259 Water Street, Santa Cruz, California, 141 Blaine Street, Santa Cruz, California, and at 90 Rountree Lane, Watsonville, California; excluding all other employees, confidential employees, employees represented by other labor organizations, guards, and supervisors as defined by the National Labor Relations Act.

2.2 NEWLY ESTABLISHED CLASSIFICATIONS(S)

This Agreement shall apply to other classifications which may be established within the listed classifications such as, by way of example, a specific nursing position would fall within the listed classification of Registered Nurse or Licensed Vocational/Practical Nurse.

In the event the Employer establishes a new job classification which the parties mutually agree in writing is within the bargaining unit, the Employer will advise the Union of the proposed wage rate for the position reasonably in advance of the "posting" for the new position and will bargain in good faith with the Union, upon request, over such wage rate until the parties reach agreement or impasse. If such bargaining is not completed within fourteen (14) days after the Employer provides notice to the Union or by the time the position is "posted", in the unusual event that the Employer must create the position on a short timetable due to some urgent need, the Employer may proceed with its proposed wage rate, whether or not further bargaining is necessary to reach an agreement or impasse.

2.3 JOB DESCRIPTIONS

The Employer shall maintain job position descriptions, which shall be signed by employees, and which include summaries setting forth job duties for all bargaining unit positions. When job descriptions for bargaining unit positions are revised to reflect significant (material) changes in duties, the Employer will give the Union at least fourteen (14) days advance notice of the contemplated changes. If the changes in duties resulting in the Employer's revision of job descriptions require the employee's development of significantly higher level of skills, or require additional education or training not provided by the Employer, the Employer will, upon request, bargain with the Union to agreement or impasse over the effects of such revisions. If such bargaining is not completed within fourteen (14) days after the Employer's originally proposed or announced effective date, the revisions may be implemented, whether or not further bargaining is necessary in order to reach an agreement or a good faith impasse.

2.4 MATERIALS PROVIDED

In order to apply deducted dues to the appropriate employee, the Employer will provide the Union by the 10th of each month an electronic file in Excel or similar format containing a complete roster of employees represented by the Union including the following:

Name, home address, home phone number, classification, wage rate, date of hire, employee I.D., work location, status (full-time, part-time, PRN), indication of any change in status (e.g. paid or unpaid leaves, Workers' Compensation, termination).

2.5 ORIENTATION

The Employer shall provide adequate and timely orientation before assigning employees to perform duties.

2.6 REGISTRY WORKERS

The Employer reserves the right, in its sole discretion, to engage registry and other temporary/contingent workers to meet the needs of the inmate/patient population(s) served, provided engaging such persons does not displace bargaining unit employees. Said registry-dispatched workers shall not be included in the bargaining unit.

2.7 INTERPERSONAL INTERACTIONS BETWEEN WORKERS

The Employer and the Union agree that all employees, physicians, supervisors, and managers should treat each other, regardless of title/position, with dignity, courtesy, respect and honesty.

ARTICLE 3 – UNION SECURITY, DUES CHECKOFF, AND COPE DEDUCTION

3.1 UNION MEMBERSHIP, DUES, AND FEES

All employees employed as of the time of this Agreement, or thereafter employed within the covered bargaining unit classifications, as a condition of that employment shall, within thirty-one (31) calendar days of hire into the bargaining unit, shall either become (a) members of the Union and pay the fees and dues uniformly required as condition of acquiring or retaining such membership or (b) elect not to join the Union and, in the alternative, agree to pay the Union financial core agency fees calculated, and uniformly applied, in accordance with the requirements of law.

3.2 AN EMPLOYEE'S FAILURE TO COMPLY WITH PROVISION

a. Upon written notice to the Employer from the Union, and upon examination of documentary proof that an employee has failed to comply with Section 3.1 of this Article, the Employer shall terminate the employment of such employee within thirty (30) calendar days of such notice unless in the interim the employee complies with the above Section 3.1 requirements.

b. The Employer shall not be required to discharge any employee, if the Employer has reasonable grounds to believe that Union membership or the option of agency financial core status was not available to the employee on the same terms and conditions generally applicable to others or if the Employer has reasonable grounds to believe that membership or the employee's agency status was denied or terminated for reasons other than failure of the employee to tender the periodic dues/fees uniformly required.

3.3 AUTHORIZATION FOR DEDUCTIONS AND REMITTING OF DUES/FEES/COPE

a. On a biweekly basis, the Employer shall deduct the amount of Union dues or agency fees specified by the Union from the wages of all employees who have provided the Employer with a written voluntary assignment authorizing such deductions, provided the employee had sufficient earnings, after all other deductions, to pay the amount of dues specified.

b. On a biweekly basis, the Employer will honor bargaining unit employees' written voluntary assignment of wages to the Union's COPE fund.

c. The employee's written authorization authorizing deductions shall be in a form acceptable to the Employer. The written authorization must be submitted to the Employer's designated representative(s), via email, no less than fourteen (14) calendar days before the first pay period in which the deductions are to occur. If timely submitted, the deductions will be taken in the paycheck following the first full pay period after receipt of the above information. Notwithstanding any language to the contrary on any written authorization form, resignation of Union membership, revocation of agency status, termination of employment, or the transfer out of the bargaining unit shall automatically revoke any prior dues and/or fees deduction and assignment authorization. Further, bargaining unit employees may revoke their authorization for contributions to the Union's COPE fund at any time by written notice to the Union and/or Employer.

i. The Union will notify the Employer of any bargaining unit employee who resigns Union membership or revokes agency status in a timely manner so that adjustments can be made to the otherwise next scheduled deductions.

d. The Union, in written notice to the Employer, shall identify the Union representative authorized to receive the dues, fees, and COPE contributions deducted pursuant to this Article, the address where such deductions should be remitted, and the Union representative with authority to change dues and/or fees amounts.

e. The Union will furnish to the Employer a written schedule of the Union dues, fees, and agency payments to be deducted pursuant to this Article. The Union agrees to notify the Employer in writing and in no less than fourteen (14) calendar days in advance of any changes to the dues, fees, and/or agency payments applicable to the bargaining unit employees. Such change will take effect and be deducted under the terms of this Article in the next full payroll period after receipt of such notice.

f. By the end of the second full week of each calendar month, the Employer will remit to the Union the monies deducted from all employee paychecks paid in the previous calendar month pursuant to assignments authorized under this Article along with a list of the names of the bargaining unit employees for whom deductions were made.

3.4 MATERIALS PROVIDED TO NEW EMPLOYEES

On the first day of each month, the Employer shall furnish the Union with name, department, classification, work location and the date of hire of each new employee hired in a designated bargaining unit classification the previous month. The Employer will allow the Union or designee an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Union's jurisdiction.

3.5 INDEMNIFICATION OF EMPLOYER

The Union shall indemnify, defend, and hold harmless the Employer, and all its current and former employees, officers, directors, agents, and representatives, from harm against any claims, demands, suits, or all other forms of liability of any kind, and/or recovery of damages, as well as all costs incurred as the results therefrom, including all costs associated with and incurred by the Employer's defense, that arise out of or are otherwise directly or indirectly related to any action taken or not taken by the Employer for purposes of complying with any- provision of this Article. In addition, the Union agrees to promptly return to the Employer any erroneous or improper payment and/or overpayment made to the Union under this Article.

3.6 RELIGIOUS EXEMPTION

Notwithstanding the above, any bargaining unit employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support the Union as a condition of employment. Such employee is, however, required to pay sums equal to the Union's agency fees to one of the non-labor, non-religious charitable funds exempt from taxation under Section 501(c)(3) of Title 36 of the Internal Revenue Code, as will be designated and mutually agreed upon by the Employer and the Union, and submit proof of such payment to the Union or Employer upon request.

3.7 MUTUAL COOPERATION IN ADMINISTRATION OF THIS ARTICLE

The Union and the Employer agree to cooperate with one another in an effort to make the information sharing process described in this Article as seamless and trouble free as is practical for both parties, with minimal administrative effort.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 The Employer recognizes that this Article is not intended to negate other specific provisions of the Agreement. The Employer acknowledges that, where the management right is limited or altered by another provision of the Agreement, that provision governs insofar as it limits or alters a right retained by management. It is understood that Article 37, Term of Agreement, includes within its coverage Article 4, Management Rights, and that neither party is obligated to bargain with respect to any rights exercised under Article 4.

4.2 All functions of management not specifically limited by the express language of the Agreement are retained by the Employer. The Employer retains all of the powers, rights, functions, responsibilities and authority to operate its business and direct its employees. Among the rights retained by the Employer, but not totally inclusive of those rights, are the sole right to hire, discipline, discharge, lay off and promote; to determine or change the starting or quitting time and the number of hours worked; to implement or modify policies, rules and regulations; to assign duties to the workforce; to assign or transfer temporarily or permanently employees to other duties as operations may require; to introduce new or improved methods, equipment or facilities; and in all respects to carry out the ordinary and customary functions of management whether or not exercised by the Employer prior to the execution of this Agreement. Matters of inherent managerial policy are reserved exclusively to the Employer and include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Employer, standards of service, budget, utilization of technology, organizational structure and selection and direction of personnel. The Employer reserves the right to discontinue operations in whole or in part, to subcontract, to transfer, to sell or otherwise dispose of its business in whole or in part, to determine the number and types of employees required including but not limited to the number of employees generally or in specific job classifications on any shift, to determine the qualifications, skills and abilities needed for any position or job classification, to evaluate the qualifications, skills and abilities of employees and to otherwise take such measures as management may determine to be necessary to the orderly or economical operation of the business. The management rights set forth above are by way of example, but not by way of limitation.

4.3 The Union recognizes that the Employer may introduce a change in the method or methods of operation which may produce a change in job duties and reduction of personnel. Notwithstanding the provisions of this Section, the Employer will bargain with the Union over the impact of any such change, to the extent required by federal labor law. Alleged violations of this Section are not subject to the Grievance and Arbitration procedure in this Agreement.

4.4 The Union, on behalf of the employees, recognizes that the primary obligation of the Employer is to ensure the safety and health of the inmates. Consequently, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and maximum inmate care. The Union recognizes that inmate care is the primary concern of the Employer, and in emergency situations, inmate care may be placed ahead of the terms of this Agreement, without the Union permanently forfeiting any of its rights.

4.5 The Union, on behalf of its members, recognizes that the Employer has a contract with the Santa Cruz County Sheriff's Office and that the Employer may take action required of it by the Santa Cruz County Sheriff's Office under the terms of the contract. Any action undertaken as an "emergency" or pursuant to the Santa Cruz County Sheriff's Office contract, including but not limited to situations such as natural disasters, lockdowns or other local, state or federally-imposed mandated situations, may be grieved, but subject to the standard of whether it was reasonable for the Employer to take the actions in question under a totality of the circumstances.

ARTICLE 5 – UNION REPRESENTATIVES

5.1 UNION ACCESS

A representative of the Union, after informing the Employer of their intention to visit the facility shall have reasonable access to the Employer's premises for the purposes of conferring with the Employer, Union stewards, or bargaining unit members regarding the administration of this Agreement, for the purpose of ascertaining whether or not the Employer is in compliance with this Agreement, or to process/investigate grievances, or to observe the conditions of work, or to distribute Union literature on a reasonable basis, provided there is no interference with the work of any employee and no interruption in inmate care. The Parties acknowledge that Union representative access shall be subject to the security rules of the Santa Cruz County Sheriff's Office and the Facility.

Operational considerations permitting, this shall not prevent a Union representative from conferring with an employee and their supervisor or a steward on Employer time in connection with a complaint or problem concerning the employee. The representative of the Union shall, upon arrival at the Employer's premises, clear through the regular channels for receiving visitors. The Employer will not unreasonably restrict the movement of Union representatives within the administrative/clinic area or monitor their interaction with employees.

5.2 UNION STEWARDS

The Union steward may act as the representative of the Union in the investigation and adjustment of grievances. The designated steward shall be given a reasonable opportunity to investigate grievances and otherwise carry out Union business provided that the designated steward makes arrangements with their supervisor and the supervisor of the employee(s) with whom the steward intends to confer. The Union agrees and acknowledges that the steward's primary responsibility is to carry out their normal duties and that work time spent on Union business will be kept to an absolute minimum.

The Union shall supply the Employer with a complete and accurate list of Union stewards including their full names and worksite(s). The Union shall supply a complete updated list in the event of any change in the identity of a Union steward. The Employer shall have no obligation to recognize anyone not on the official list.

5.3 TIME OFF FOR EFFECTS BARGAINING

The Employer will make good faith efforts, in cooperation with the Union and individuals involved, to schedule employee representatives off work as reasonably necessary to conduct effects bargaining as may be required under the terms of this Agreement.

5.4 NEW EMPLOYEE ORIENTATION

The Union representative or designated Union steward shall be given one half (1/2) hour to provide a new member orientation during the Employer’s normal orientation program for new hires up to thirty (30) minutes on paid time and shall not interfere with the employees’ work. The Union shall supply the Employer with a complete set of the Union’s orientation materials at least annually and whenever there is a change in the materials.

5.5 BULLETIN BOARD

The Employer shall provide reasonable bulletin board space, which shall be the sole means of posting all Union notices. The parties agree that this requirement shall be subject to the security rules of the Santa Cruz County Sheriff’s Office and the Facility.

ARTICLE 6 – LABOR MANAGEMENT COMMITTEE

6.1 In addition to the Union Representative and Human Resources Director, the Labor Management Committee will be composed of up to two (2) members each from the Union and the Employer. Should either party wish to bring additional representatives as guests or to address a specific topic, they will notify the other party of the additional representatives as part of the exchange of proposed agendas.

The Committee shall meet semiannually at the request of either party at a mutually agreed time and location. The parties may schedule additional meetings by mutual agreement.

The parties are encouraged to adopt a standing agenda and to exchange specific agenda items in advance of any meeting such that the other party has adequate time to prepare. A standing agenda item will be patient care.

Labor Management Committee Meetings will be scheduled on a day when Union Representatives are not scheduled to work. Union Representatives will not be paid for time spent in Labor Management Committee Meetings.

The Union will provide reasonable notice to the Employer of the names of Union Representatives so as to minimize operational disruption.

ARTICLE 7 – NO STRIKE OR LOCKOUT

7.1 NO LOCKOUT

The Employer agrees that there shall be no lockouts during the term of this Agreement.

7.2 NO STRIKE, ETC.

Neither the Union nor any employee shall call for, sanction, or engage in, instigate, promote, cause, support, assist, encourage any strike, sympathy strike, work stoppage, sit down, slowdown, sit-down, sit-in, collective refusal to work, concerted "sick out" or call off, picketing, protest or demonstration, cessation or stoppage or interruption of work of the Employer or its customer at the Employer's facilities covered by this Agreement, boycott, refusal to cross a picket line, or prevent or attempt to prevent the access of any person to the Employer's facility for any reason whatsoever during the period of this Agreement.

7.3 NOTIFICATION TO EMPLOYEES OF VIOLATION OF THE PROVISIONS OF THIS ARTICLE

Should any of the events in the previous paragraph of this No Strike or Lockout provision occur, in addition to any other liability, remedy or right provided by applicable law or statute, the Union immediately upon request of the Employer shall notify the employees in writing that such action violates this Agreement and, advise all employees to cease such action and return to work immediately, provide a copy of such writing to the Employer and otherwise take all step as may be necessary to bring about compliance with this Agreement.

7.4 DISCIPLINE REGARDING VIOLATION OF THE PROVISIONS OF THIS ARTICLE

Any employee engaging in any activity prohibited by this No Strike or Lockout provision may be subject to disciplinary action up to and including discharge. The Employer will determine appropriate discipline, if any, based on individual circumstances and there will be no requirement that the Employer discipline or discharge all employees who engaged in the prohibited activity. Any employee disciplined or discharged shall have access to the grievance and arbitration procedure.

7.5 INJUNCTIVE RELIEF

The obligations, rights, and provisions of this Article are completely independent of and shall not be affected or limited by the inclusion or absence of any other provisions of this Agreement, including the grievance and arbitration provisions. Likewise, the right of the Employer to seek injunctive relief in court against any action in breach of this No Strike provision without submission to the grievance and arbitration procedure is expressly recognized by the parties.

ARTICLE 8 – SUPERVISION AND MANAGEMENT

8.1 WORK PERFORMED BY SUPERVISORS OR MANAGERS

Management and Supervisory employees shall be permitted to perform all functions and tasks performed by members of the bargaining unit; provided, however, that this shall not be utilized to regularly reduce employment or employment opportunities for the employees in the bargaining unit.

ARTICLE 9 – DISCRIMINATION/HARASSMENT

9.1 The Employer shall maintain at all times one or more policies regarding harassment, discrimination and retaliation.

ARTICLE 10 – EMPLOYMENT CATEGORIES

10.1 FULL-TIME EMPLOYEE

An employee regularly scheduled to work thirty-six (36) or more hours per week is considered a full-time employee.

10.2 PART-TIME EMPLOYEE

An employee regularly scheduled to work less than thirty-six (36) hours per week is considered a part-time employee.

10.3 PER DIEM

A per diem employee is hired to work as an intermittent, “as needed” or relief employee and who otherwise meets the requirements for per diem status set forth in this Agreement.

10.4 TEMPORARY EMPLOYEE

An employee who is hired for a specific period of time, not to exceed three (3) months or to cover the length of a leave of absence, whichever is greater. In the event that the Employer changes a temporary position to a full-time or a part-time position, it shall be posted in accordance with Subsection 11.5(a), Posting of Vacancies. If a temporary employee obtains the newly created full-time or a part-time position through the bidding process, the employee's seniority will be computed from the initial date of temporary employment.

10.5 EMPLOYEE STATUS

At the time of hire, employees will be given a written confirmation of their status (e.g., per diem, part-time, etc.), which may occur electronically.

10.6 RECLASSIFICATION OF PART-TIME EMPLOYEES

A part-time or per diem employee may be reclassified as a full-time employee provided the eligible part-time employee has notified the Employer in writing of their election. Such reclassification shall be made effective at the beginning of the pay period following the Employer's receipt of the request, if the other conditions set forth below are met, as well.

An eligible employee may be reclassified to a regular position under this Section only where there is an existing, open regular position. A position is not open if a regular employee is on a protected leave and entitled to return to their position or if a regular employee is otherwise entitled to claim the position pursuant to the requirements of law.

ARTICLE 11 – SENIORITY

11.1 DEFINITION OF SENIORITY

Seniority is defined as the most recent date of hire in a bargaining unit position. Seniority shall have no applicability during the probationary period.

Impact of Unpaid Leaves on Service. Continuously employed is defined as the length of time from the last date of hire, excluding the length of time an employee is on unpaid leave, except where applicable law prohibits exclusion of leave for determining any benefit of employment.

11.2 CALCULATION OF SERVICE FOR PER DIEM EMPLOYEES CHANGING TO REGULAR STATUS

If a per diem becomes a full-time or part-time employee, their length of service for the purpose of calculating paid time off benefits shall be retroactive to their date of hire.

11.3 LOSS OF SENIORITY

Seniority shall be lost and employment terminated when:

a. Discharge for Just Cause. The employee is discharged for just cause;

b. Voluntary Termination. The employee terminates voluntarily without rehire within ninety (90) days;

c. Absence without Notification. The employee is absent for two (2) consecutive working days without notifying the Employer, except in a validated emergency;

d. Failure to Return after Recall. The employee fails to return to work after a layoff within five (5) days from the date the notice of the employee's recall from layoff is mailed. Such notice shall be in the form of a certified letter sent to the last known address indicated on the Employer's records;

e. Layoff for One (1) Year. The employee is laid off for a period of one (1) year;

f. Exceeding Leave of Absence without Extension. The employee exceeds an authorized leave of absence or fails to obtain an extension; or

g. Leave in Excess of One (l) Year. The employee is on an unpaid leave of absence for sickness or injury, whatever the cause, in excess of one (1) year, unless otherwise required by law.

For purposes of this Section a laid off employee, who is recalled into any category of employment (i.e., full-time, part-time, temporary, or per diem) shall have satisfied the recall requirement irrespective of the employment category the employee occupied at the time of their layoff. Should the employee be subsequently laid off, the period for determining loss of seniority will commence again.

11.4 LAYOFF

The Employer will make every effort to avoid a layoff. If a layoff of fulltime and part-time employees is necessary it shall be conducted as set forth below. It is the intent of the following provisions to protect the most senior employees in case of reductions, and to preserve their shift and hours as is practicable under the circumstances.

a. Process for Layoff. In the event a layoff becomes necessary, employees within a job classification shall be laid off in reverse order of seniority as follows first, volunteers among an affected classification, then temporary employees, then probationary employees, then per diem employees, then part-time employees, and then full-time employees.

b. Reduction of Hours. If there is a reduction of hours affecting the remaining positions as a result of the layoff, such reduction of hours shall be done by classification in reverse order of seniority, skill and ability being approximately equal.

c. Work Availability for Employees on Layoff. Employees on layoff who have indicated in writing their availability to work on an "as needed" basis shall be offered available work by seniority in the following order: full-time employees, part-time employees, per diem employees, probationary employees and temporary employees.

d. Notice of Layoff. In the event of a layoff, the Employer shall notify the affected employees at least twenty-five (25) days prior to implementing the layoff, provided that the Employer has foreknowledge of the financial or other circumstances creating the necessity to layoff.

e. Discussion with the Union Regarding the Impact of a Layoff. The Employer shall provide twenty-three (23) days' notice to the Union of the planned layoff, provided the Employer has foreknowledge of the financial or other circumstances creating the necessity to layoff, and, upon written request by the Union, shall meet to discuss the planned layoff, possible alternatives and the impact of proposed layoffs, including but not limited to the possibility of severance pay. If such bargaining is not completed by the Employer's planned effective date (i.e., the date notice is required to be given to the affected employees under this Agreement or applicable federal or state law), the layoff may be implemented, whether or not further bargaining is necessary in order to reach an understanding or good faith impasse.

f. Recall. For a period of one (1) year after the layoff, in the event a vacancy(ies) occurs within the job classification from which employees were laid off, employees will be recalled in the order of their seniority in the following order, skill and ability being approximately equal: full-time employees first; then part-time employees; then per diem employees; and, finally, temporary employees.

    i. No Right to Recall. Probationary employees and those who lose their seniority shall have no right to recall.

    ii. No New Probationary Period. Recalled employees shall not be required to serve a new probationary period.

    iii. Any work as a part-time or PRN employee on behalf of the Employer at the facilities covered by this Agreement while on layoff status will extend the recall period from the date last worked.

g. Notice of Vacancies to Employees on Layoff. Employees on Layoff have access to the Employer's website which will list any vacancies.

11.5 JOB VACANCIES

In the case of a vacancy for a bargaining unit position, the most senior, qualified employee shall be given the position, upon written request, skill and ability being approximately equal. Qualifications for vacant positions shall appear on position postings. Postings shall include job classification, hours, shift, days off fixed and whether the days off are fixed or variable, work site, etc.

a. Posting of Vacancies. Permanent vacancies for full-time, part-time, and per diem employee positions will be posted for seven (7) calendar days in a location or locations accessible to all employees in order to allow employees to apply. This does not prevent the Employer from filling the vacancy on a temporary basis during the seven (7) day posting period. Such postings will be dated as of the first (1st) day they are posted, and a copy shall be sent to the Union (but any unintentional failure to send the posting to the Union shall not impact the validity of the posting).

b. Evaluation Period. Employees selected to fill a permanent vacancy in a different classification shall serve a trial period of ninety (90) days. If during the evaluation period the employee is found not to be able to perform in a satisfactory manner or chooses to voluntarily abandon the new position, the employee will be returned to their former position and, in turn, employees who have filled vacancies created by this process shall be returned to their positions and/or laid off pursuant to this Agreement.

ARTICLE 12 – PROBATIONARY PERIOD

12.1 PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of ninety (90) calendar days, excluding paid time off and unpaid leave.

12.2 SENIORITY UPON COMPLETION OF PROBATIONARY PERIOD

Upon satisfactory completion of the probationary period, any seniority will be computed from the date of hire or rehire.

12.3 DISCIPLINE/DISCHARGE DURING PROBATIONARY PERIOD

An employee may be disciplined or discharged during the probationary period without recourse to the grievance procedure.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

13.1 DISCIPLINE/DISCHARGE FOR JUST CAUSE

No employee who has completed their probationary period may be disciplined without just cause. Employees who have not completed their probationary period may be disciplined or discharged without recourse to the grievance and arbitration procedures of this Agreement.

The Employer’s Employee Handbook sets forth the basic principles of ethics that each team member should follow and is available on the Employer’s intranet. Compliance with the Employee Handbook is each employee's responsibility. The policy of the Employer is to comply in all respects with applicable federal, state, and local laws and regulations. Each employee should refrain from any activity that might violate, or appear to violate, these laws and regulations.

13.2 APPROPRIATE DISCIPLINE

The Employer shall determine the appropriate discipline to administer. In so doing the Employer will consider various factors, including but not limited to, the seriousness of the offense, the record of the employee and the conditions under which the offense took place. Unless circumstances warrant more severe actions, the Employer will use a system of progressive discipline:

a. Verbal Warning;
b. First Written Warning;
c. Final Written Warning with manager option up to three (3) days suspension without pay;
d. Removal or discharge.

13.3 WRITTEN NOTICE OF DISCIPLINE

When an employee is terminated or suspended with or without pay, the Employer will notify the employee by written notice (which may happen via email) setting forth the effective date of the discipline, the form of the discipline (e.g., termination, suspension) and the reason for the discipline.

13.4 INSTANCES WHERE FORMER DISCIPLINE IS NOT USED FOR PROGRESSIVE DISCIPLINE

When an employee is disciplined, misconduct and performances issues will be treated separately for purposes of progressive discipline, e.g., tardiness vs. performance. Prior disciplinary actions and documentation of a negative nature and written warnings of reprimand shall not be used as a basis for progressive discipline where the employee has been free of documented discipline for a similar or related offense for twelve (12) months of actual service from the dates of the last prior discipline.

ARTICLE 14 – ACCESS TO PERSONNEL RECORDS

14.1 REVIEWING ONE’S PERSONNEL FILE

An employee, upon request and at reasonable times and intervals, shall be permitted to review the contents of their personnel file (which might be stored electronically), excluding letters of reference and information relating to the investigation of a possible criminal offense.

14.2 UNION REPRESENTATIVE'S REVIEW OF AN EMPLOYEE'S PERSONNEL FILE

Union representatives shall be permitted to review employee records when accompanied by the employee, or upon presentation of a written authorization signed by the employee. A Union representative may request a copy of the employee's personnel record. The Employer shall provide one copy of the record without charge, which may be provided electronically.

ARTICLE 15 – GRIEVANCE/ARBITRATION PROCEDURE

15.1 GRIEVANCE DEFINED

A grievance shall be defined as any dispute or complaint arising between the Union and the Employer over the interpretation, application, or any alleged breach of this Agreement. Grievances shall be processed promptly, and both parties thereto shall make a reasonable effort to adjust or settle such disputes by the following steps:

15.2 AVOIDING THE FORMAL GRIEVANCE PROCESS

Employees, shop stewards and members of management are encouraged to work together informally to resolve workplace issues so that it will not be necessary to file a formal grievance.

15.3 STEP 1

A Union steward or the Union representative shall have the right to file a formal written grievance with the Health Services Administrator or designee. The grievance shall be considered null and void unless all of the following requirements are met.

a. Signature of Steward or Union Representative Required. The grievance must be signed by a Union shop steward or an authorized Union representative.

b. Twenty (20) Calendar Day Time Limit for Filing a Grievance. The grievance must be received by the responding party no later than twenty (20) calendar days of the event giving rise to the grievance.

c. Basis for and Facts of the Grievance. The grievance must specify in detail the facts upon which the grievance is based, including the date of alleged violation as well as the specific provisions of the Agreement violated.

d. Affected Employee(s) Set Forth in Grievance. In the case of grievances filed by the Union, the grievance must state the name(s) of the employee(s) who have been impacted by the violations alleged in the grievance, unless such grievance is a "class action/all affected" grievance, provided that nothing herein shall affect or restrict the Employer's right to obtain information regarding the grievance from the Union.

The responding party shall give its answer in writing to the Union steward or Union representative, whomever filed the grievance, within ten (10) calendar days of its receipt, If the Employer files a grievance, the grievance must be received by the Union within twenty (20) calendar days of the event giving rise to the grievance. The grievance must specify in detail the facts upon which the grievance is based, including the date of alleged violation as well as the specific provisions of the Agreement violated. The Union shall give its answer in writing to the Employer representative that submitted the grievance within ten (10) calendar days of its receipt.

15.4 STEP 2

If the grievance is not satisfactorily settled in Step 1, the grieving party (the Union or the Employer) may, within ten (10) calendar days after the answer in Step 1 is received or was due, whichever is earlier, appeal the matter in writing to the Director of Operations or designee or to the assigned Union representative as the case may be. In the case of grievances filed by the Union, in order to be valid, the appeal must be signed and dated by a designated shop steward or Union representative. The responding party shall give its answer in writing to the other party within ten (10) calendar days of its receipt, unless a meeting is held in accordance with the following paragraph.

Upon request by either party, the parties will meet to discuss the grievance. Individuals are entitled to participate in any such meeting via telephone or video, but the number of participants generally should be limited only to those necessary to the discussion and exclude fact witnesses who are not otherwise necessary to the discussion (since the meeting is not a hearing). The Union may have the grievant, one Union steward and one Union representative participate, but no one else may participate on behalf of the Union absent written agreement from the Employer. If such a meeting is held, the parties will make reasonable efforts to hold the meeting within ten (10) days and the responding party shall give its answer in writing to the other party within ten (10) calendar days after the meeting.

15.5 STEP 3 - DEFERRING GRIEVANCE TO ARBITRATION AND SELECTION OF ARBITRATOR

Subject to the limitations set forth in Section 15.4 above, if the grievance is not satisfactorily resolved in Step 2, the grievance may be deferred by the grieving party to arbitration, within ten (10) calendar days after the answer in Step 2 is received or was due. In the case of grievances filed by the Union, in order to be valid, the deferral to arbitration must be signed and dated by a Union representative (the signature by a shop steward shall not satisfy this latter requirement). A single arbitrator mutually satisfactory to both parties may be designated to settle the dispute. If the parties fail to agree to an arbitrator, the grieving party shall request the Federal Mediation and Conciliation Service (“FMCS”) to send a list of seven (7) arbitrators to both the Union and the Employer. If the parties cannot then agree, each party shall alternately strike one (1) name from the list, the first strike being selected by the grieving party, and the person remaining shall be the arbitrator. Each party retains the right to reject one entire list, in which case the grieving party shall request another list of seven (7) arbitrators from the FMCS.

15.6 COSTS OF ARBITRATION AND RESTRICTIONS ON ARBITRATOR'S AWARD

The arbitrator shall decide the matter within the scope of this Agreement and shall have no power to make a determination inconsistent with the terms or provisions thereunder, or to add to, subtract from, alter or modify said provisions. The arbitrator shall not have the power to issue an award inconsistent with any applicable law. The decision of the arbitrator issued within the limits on the arbitrator's authority as set forth herein shall be final and binding on all parties. Nothing herein shall be construed to expand upon, detract from, or alter the generally recognized scope of judicial review of arbitration awards. Any fees and expenses of the arbitrator and the location of the hearing shall be shared equally by both parties. Unless both parties agree otherwise, the party requesting a court reporter shall make the necessary attachments and pay for the court reporter. The individual parties shall be responsible for purchasing copies of the transcript, if they order a copy. Each party shall bear its own costs of representation and witnesses.

15.7 TIME LIMITS

Time limits may be extended or waived only by mutual agreement of the parties in writing, except that the failure to file the Step 1 grievance may not be extended or waived. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto. If no answer is given when due, the Union shall have the right to take the grievance to the next step or to the arbitration within the time limitations set forth herein, time being of the essence.

15.8 No more than one shop steward shall receive pay or be excused from their shift for time spent attending such a grievance meeting.

ARTICLE 16 – EMPLOYEE HEALTH & SAFETY

16.1 APPLICABLE LAWS AND COOPERATION

The Employer and the Union recognize the applicability of federal and state laws regarding health and safety in the workplace. The Employer shall continue to make reasonable efforts to protect the safety and health of its employees during the hours of their employment. Both parties pledge themselves by this Agreement to cooperate fully with each other in the furtherance of the safety and health program.

16.2 EQUIPMENT/DEVICES

The Employer shall provide gloves, masks, gowns, and any other equipment, or devices required by law for the health and safety of its employees.

16.3 TRAINING IN UNIVERSAL PRECAUTIONS

Employees will be trained in Universal Precautions and Infection Control and advised of the Employer's policy as provided on Employer's intranet.

16.4 EMPLOYEE COMPLIANCE WITH SAFETY AND HEALTH RULES/REGULATIONS

Employees shall comply with the Employer's safety and health rules and regulations and infection control guidelines as provided in Employer's Employee Handbook and/or on Employer's intranet, and use Employer-supplied safety and health equipment and devices. If able to do so immediately, employees shall report any on-the-job injuries and inform their supervisor or the Health Services Administrator of any unsafe working conditions or events. If an immediate report of the foregoing is not possible, employees will report such injuries, unsafe working conditions or events as soon as possible. Failure to comply with the Employer's safety and health rules and regulations may subject an employee to discipline and/or discharge, as provided by this Agreement.

ARTICLE 17 – SECURITY CLEARANCE AND CREDENTIALS

17.1 As a condition of employment, each employee must retain their security clearance from the Santa Cruz County Sheriff's Office. If the Sheriff's Office directs the Employer to replace or remove an employee for loss of security clearance, or for any other lawful reason, such direction/reason shall be deemed just cause for termination and not subject to the grievance and arbitration procedures of this Agreement.

The operation of the preceding paragraph may not be used by the Employer as a means to circumvent the Discipline and Discharge or Grievance/Arbitration provisions in this Agreement. Nor may the Employer initiate a security clearance revocation as a means to abrogate the terms of this Agreement. However, nothing herein shall be construed to prevent good faith cooperation in any lawful investigation or proceeding initiated by the Santa Cruz County Sheriff's Office, not to prevent the Employer from bringing facts to the attention of the Sheriff's Office in good faith, even if such information ultimately results in a security clearance investigation.

As a condition of employment, each employee must maintain and keep current, and in good standing, all credentials and licenses necessary to perform their job for the Employer.

The failure to maintain all such credentials and licenses shall be deemed just cause for termination and not subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 18 – PRODUCTION OF SCHEDULE AND ADDITIONAL HOURS

18.1 The Employer will prepare the schedule as follows:

a. Regular Employees Scheduled According to Status. The Employer will schedule all full-time and part-time employees according to their status.

b. The standard workweek shall begin at 12:01 a.m. Sunday and end at midnight Saturday. The workweek of each employee working eight (8) hour shifts shall consist of five (5) regularly scheduled, recurring eight (8) hour workdays during the standard workweek.

For any employee working 12-hour shifts, the term "workweek" shall refer to a rotating schedule, which can include three (3) or four (4), 12-hour shifts per week, which shall be determined by the Employer.

For any employee working 10-hour shifts, the term "workweek" shall refer to four (4), 10-hour shifts per week, which shall be determined by the Employer.

i. A workweek shall not be changed for the purpose of avoiding payment of overtime; provided, however, that a change in workweek for court appearances or resulting from an employee's request to change days off, shifts, etc., shall not be construed as an attempt by management to avoid payment of overtime.

ii. Except for part-time employees or per diem employees, no work week shall be less than thirty-six (36) hours.

18.2 <u>PROCESS FOR OFFERING HOURS AFTER THE SCHEDULE IS POSTED</u>

a. <u>Additional Non-Overtime Hours</u>. Except in cases where specialized skills are needed, the Employer shall assign hours/shifts that become available, after the final schedule is posted, to qualified employees who have volunteered in writing for additional, non-overtime hours.

b. <u>When Overtime Would Result</u>. To ensure ongoing effective operations, overtime shall be administered on a voluntary basis. Employer shall post open shifts via its virtual scheduling system, giving advance notice whenever feasible. Employees interested in volunteering for overtime may sign up for vacant shifts via the scheduling system. Emergency situations and/or other unanticipated needs may prevent advance notice. In filling shifts made available because of a last-minute call-off, Employer may ask an employee from the previous shift if they want to work the available hours before posting a notification of shift vacancy via the scheduling system.

i. Each employee scheduled to work overtime must perform the job assignment within their given classification. Except in the case of RNs who have been assigned to do an LVN's job.

ii. The opportunity to work holiday premium shall be divided as equally as possible among employees in the same classifications in the appropriate work area.

c. <u>If No Employees Have Indicated Availability/Incentives</u>. The Employer may decide to whom it will offer additional hours for which no employees have indicated availability. In cases where a shift continues to be unfilled the Employer will offer employees monetary incentives to encourage volunteers

18.3 MANDATORY OVERTIME

In emergency situations where patient care or facility operations would be seriously impacted, overtime shall be mandatory. Employer shall notify employees of mandatory overtime as soon as it is determined that such overtime is required. For purposes of this Section, "emergency situation" is defined as an unexpected situation and sudden occurrence of a serious or urgent nature that demands immediate attention including but not limited to a natural disaster or Act of God. Employer will not require employees to work 24-hour shifts. An exception to the application of mandatory overtime scheduling shall be permissible when a valid reasonable request is made by an employee.

Overtime will be tracked via the scheduling system. Whenever overtime or mandatory overtime is needed, the employee with the least number of overtime hours worked in that classification within the appropriate work area will be normally called first and so on in an attempt to equalize the overtime hours.

When mandatory overtime is required, a record of mandatory overtime hours will be provided to the Union on a bi-weekly basis.

It shall be the responsibility of the Employer to audit overtime records and to address any apparent inequities. Employees who should have been called will be offered the next available opportunity to work overtime.

18.4 SHIFTHOUND AND ROSTER OF EMPLOYEES FOR PURPOSES OF THIS ARTICLE

The Employer will maintain a current roster of employees by classification, employee category for purposes of this Article. The Employer and employees will utilize the ShiftHound application in the scheduling of hours.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.1 WORKWEEK

The standard workweek shall begin 12:01 a.m. Sunday and end at midnight Saturday. The workweek of each employee shall consist of five (5) regularly scheduled, recurring eight-hour workdays during the standard workweek.

For any employee working 12-hour shifts, the term "workweek" shall refer to a schedule that includes a minimum of three (3) 12-hour shifts per week.

19.2 Overtime at Time and a Half

One and one-half (1-1/2) times the base hourly rate shall be paid to all hourly non-exempt Registered Nurses, Licensed Vocational Nurses, and Mental Health Professionals on an alternative work week schedule for all hours of work performed over forty (40) hours in a work week.

One and one-half (1-1/2) times the base hourly rate shall be paid to all hourly non-exempt employee in classifications that do not have an alternative work week schedule for all hours of work performed over eight hours (8) in a day.

a. Overtime at Double Time. Two (2) times the base hourly rate shall be paid for all hours worked in excess of twelve (12) hours in a consecutive twenty-four (24) hour period.

b. No Pyramiding of Overtime. There shall be no pyramiding of overtime by reason of the application of any provisions of this Agreement relating to payment of wages.

c. Returning to Work Within Twelve (12) Hours of Prior Shift. The Employer may request employees to return to work fewer than twelve (12) hours after the end of their prior shift, but no employee shall be required to return to work fewer than eight (8) hours after the end of their prior shift, except in case of an emergency.

d. Availability Requirements for PRN Employees. PRN employees are required to work a minimum of two (2) shifts per month if the Employer has shifts available. If a PRN employee fails to meet the minimum two (2) shifts per month requirement in a 60-day period, then the Employer may remove the employee from the PRN list.

e. At the time of hire a PRN employee will notify the Employer what their general availability is including one (1) major holiday per year, i.e., July 4th, Christmas, New Year, Thanksgiving or the Day after Thanksgiving.

19.3 REST PERIODS

Employees working a regular workday shall be entitled to two (2) rest periods, one fifteen-minute period in the first (1st) four (4) hours of their shift, and one fifteen-minute period in the remainder of their shift.

19.4 REPORTING PAY

Employees shall receive a minimum of two (2) hours' notice prior to cancellation of a previously scheduled shift, unless the cancellation results from the accommodation of a full-time or part-time employee or an emergency situation. Where the two (2) hours of notice is not given where required, the employee shall be entitled to two (2) hours of pay.

19.5 ADDITIONAL SHIFT INCENTIVES

If the Employer determines to offer monetary shift incentives to fill available shifts, it will make such shifts available through ShiftHound and award such shifts to employees on a first come, first served basis.

19.6 TIME SYSTEM AND TRANSIT TIME

For purposes of tardiness record-keeping and not for pay purposes an employee reporting to work will be given a grace period of ten (10) minutes to check in.

ARTICLE 20 – WORKLOAD DISTRIBUTION

20.1 It is the intent of the Employer to distribute the workload equitably among employees in both single work units and departments with due regard for employee safety.

When an employee is absent for any reason and if a replacement cannot be obtained in time, it is the intent of the Employer to distribute the workload equitably among the employees in the work unit so that no undue hardship may be placed on an individual worker.

ARTICLE 21 – PAID TIME OFF (PTO)

21.1 PAID TIME OFF

The Employer provides full-time employees (and part-time employees working thirty [30] hours or more per week) with paid time off ("PTO") from work. Upon being hired, eligible employees accrue PTO in accordance with the accrual schedule set forth below. Per diem and temporary employees do not accrue PTO.

PTO shall accrue on all hours paid excluding overtime and up to a limit of forty (40) hours per week. PTO hours are not considered hours worked for the purposes of calculating overtime.

PTO pay will be based on an employee's base hourly rate.

Employees are encouraged to take their accrued PTO each year. Employees must request paid time off from management as far in advance as possible. Paid time off will be scheduled so as to provide adequate coverage of job and staff requirements and is subject to the requirements set forth below.

It is the responsibility of the employee to apply for any disability benefits for which they may be eligible as a result of illness or disability, including California State Disability Insurance, workers' compensation insurance, and/or any short-term disability insurance benefits for which the employee may qualify. The Employer will facilitate employees' applications for the above-mentioned benefits whenever possible.

PTO benefits, at the option of the employee, will be fully integrated with other benefits available such that at no time will employees be paid more than their regular compensation including applicable differentials. Employees will not accrue PTO during unpaid leaves of absence.

21.2 SCHEDULED PTO USE

Generally, PTO is approved on a first-come-first-served basis. Approval of a PTO request depends on several factors, including but not limited to workload and staffing. In the event there is conflict in scheduling PTO, seniority shall prevail. Employees shall inform their department head or designated departmental representative in writing at least thirty (30) days in advance or as soon as is practical of their desire for PTO. Employees who fail to give the department head proper notice shall forfeit the seniority preference. Once an employee has been granted vacation and it has been placed on a vacation calendar, a more senior employee cannot assert their seniority over that employee for that same time. In the event pre-approval for the use of PTO is not possible due to illness, injury or other emergency circumstance, verification of the circumstance(s) may be requested by the Employer (e.g., doctor's excuse, etc.).

Final decisions as to whether an employee may take PTO shall rest with the Employer, but no employee shall be required to work more than one (1) calendar year without PTO leave. Employees shall be notified as soon as administratively possible if denied.

21.3 UNSCHEDULED PTO USE

Unscheduled paid time off may be taken only for an employee's own illness or injury, an illness of a member of the immediate family, or with approval of the HSA or designee. For purposes of this Section, a "member of the immediate family" shall have the same meaning as a "family member" as defined under the California Family Rights Act. Certification by a health care provider may be required for absences due to illness or injury of three (3) or more consecutive work days or for intermittent absences due to the same reason.

Unscheduled paid time off may also be taken pursuant to applicable California and federal law.

21.4 PTO ACCRUAL SCHEDULE

PTO will be accrued per pay period based on the following schedule:

Length of Service with NaphCare	Biweekly PTO Accrual	Annual PTO Totals Accrued Biweekly	PTO Hours Accrual Cap	PTO Hours Annual Usage Cap
1 through 4 years (Up to 5 Years)	6.15 hours	20 days (160 hours per year)	200	160
5 years +	7.69 hours	25 days (200 hours per year)	240	200

Employees shall not be permitted to accrue more PTO than the hours shown in the "PTO Hours Cap" column of the schedule above. Once this cap is reached, further PTO accrual will cease until the employee's PTO balance is reduced below the cap.

21.5 GENEROSITY CLAUSE

Employees may donate the equivalent of up to five hundred ($500) dollars of their accumulated PTO time to a coworker experiencing extreme misfortune such as a health related illness. Time can be donated in the equivalent of fifty ($50) dollar increments up to the five hundred ($500) dollar maximum. An employee can only donate one time per year to the same employee. To receive the generosity donation, the employee must be on leave and must have exhausted all available paid time off (PTO).

ARTICLE 22 – LEAVES OF ABSENCE

22.1 Employer will grant leaves of absence to eligible employees in accordance with the mandates of federal and state employment law and as outlined in its Employee Handbook. To the extent that any conflict exists between NaphCare's Policy and the actual statute, the statute controls.

To be eligible for FMLA leave an employee must have been employed by NaphCare for at least 12 months, whether consecutive or intermittent, and worked at least 1,250 hours during the last 12 months period preceding the leave.

Leaves may also be for a serious health condition of an employee, to care for a spouse, child or parent with a serious health condition.

A leave must be requested in writing at least 30 days prior to the commencement of the leave or verbally 3 days of the employee's learning of the need for the leave, followed by a written notice.

During a leave, PTO will be integrated with state disability or Workers' Compensation until the PTO bank is exhausted.

A leave may be extended by mutual agreement between the Employer and the employee.

Upon returning to work from an authorized leave, the employee will be placed in the same position they held prior to the leave or if that position is no longer available, they will be placed in a position which is equivalent in pay, benefits, and other terms and conditions of employment to the position held prior to the leave.

ARTICLE 23 – BEREAVEMENT LEAVE

23.1 <u>BENEFIT AND IMMEDIATE FAMILY DEFINED</u>

All full-time employees shall be granted time off from their duties with compensation to grieve the loss, make burial arrangements and/or attend funeral services of members of their immediate family. Employees shall be entitled up to three (3) consecutive working days paid bereavement leave when there is a death in their immediate family. Full-time employees shall be entitled to up to three (3) consecutive working days paid bereavement leave. Immediate family shall be defined as the employee's spouse, domestic partner (as defined in California law), child, step-child, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, parent, step-parent, grandparent, grandchildren, legal guardian, legal ward, current father-in-law or current mother-in-law. Full-time employees shall be entitled up to one (1) working day paid bereavement leave for close relatives to include: an aunt, uncle, cousin, niece or nephew.

Bereavement Leave can only be taken for the immediate family member(s) listed above. PTO must be used for bereavement of any non-relative or for any non-immediate family member not listed above. Any employee determined to be abusing Bereavement Leave will be subject to discipline.

Notwithstanding the above, Bereavement Leave shall be provided in accordance with California and federal law.

23.2 NOTIFICATION TO EMPLOYER

Employees shall notify their supervisor prior to taking Bereavement Leave as herein provided and failure to comply may be cause for denial of such leave. An employee requesting Bereavement Leave may be required by their supervisor to produce evidence to establish that the deceased person is a member of the employee's immediate family and the time and place of the funeral.

23.3 PAY FOR BEREAVEMENT LEAVE

An employee shall be paid for such days off if any such days off occur during the employee's regularly scheduled workweek. Pay for compensable Bereavement Leave shall be for the employee's regular rate of pay up to eight (8) hours per day. Under no circumstances shall this provision result in an increase of an employee's normal earnings.

23.4 HOLIDAYS OCCURRING DURING BEREAVEMENT LEAVE

In the event that a holiday as defined in this Agreement occurs during the Bereavement Leave, the employee shall have the option to extend the Bereavement Leave or to receive their regular pay for said holiday. In the event that Bereavement Leave occurs during the period when the employee is on PTO, such time shall be credited to the appropriate leave bank.

23.5 USE OF PAID LEAVE FOR BEREAVEMENT LEAVE

In addition to any unpaid leave necessary for bereavement, the employee may use PTO. Employees on leave of absence without pay as defined in this Agreement shall not be eligible to receive Bereavement Leave.

ARTICLE 24 – HOLIDAYS

24.1 Full-time employees will receive eight (8) hours of holiday pay for the following days:

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

For the holidays of Christmas, Thanksgiving and New Year's Day, full-time or part-time employees may exercise their seniority to choose the one (1) holiday they want to be scheduled off but in the subsequent years they cannot use their seniority to schedule the same holiday off, subject to operational needs (such as, for example, leaving no staff in a given department).

24.2 HOLIDAY PREMIUM

Any non-exempt employee whose shift starts on the actual (not observed) holiday stated above will receive one-and-a-half (1½) times their hourly base rate for each hour worked during that shift plus appropriate differentials.

ARTICLE 25 – JURY/WITNESS DUTY

25.1 PAY WHILE ON JURY DUTY

Any full-time (or part-time employee working thirty [30] hours or more), non-probationary employee required to serve jury duty is eligible for jury duty pay. The Employer shall pay an eligible employee the employee's regular hourly rate for the number of hours in the employee's normal scheduled workweek subject to a maximum of eighty (80) hours, less the amount of compensation that the employee is eligible to receive for service as a juror. Any employee subpoenaed to appear as a witness in a judicial procedure related to the Employer shall be paid their normal hourly rate. No deduction in leave time or break in service shall occur.

25.2 NOTICE TO EMPLOYER OF JURY DUTY

The receipt of a subpoena or the notice to report for jury duty must be reported as soon as possible to the employee's supervisor.

ARTICLE 26 – INSURANCE PROGRAMS

26.1 EMPLOYER'S INSURANCE PROGRAMS

A Benefits Guide detailing all insurance benefits will be provided to the Union. The terms and conditions of these Plans are not subject to the grievance and arbitration procedures established in this Agreement.

a. Medical, Prescription, Dental, & Vision Insurance

Consistent with health benefits offered to all eligible employees of the Employer, the Employer shall offer eligible full-time and part-time over 30 hour employees the opportunity to participate in insurance plans with employee only, employee and child(ren), employee and spouse (medical is subject to spousal exclusion) or family coverage, with premiums/co-pays paid by both the Employer and the employee. Prescription drug coverage will be provided as described in the Plan. As an additional fringe benefit, Employer, through its own pharmacy, offers non-specialty covered prescriptions to its employees at no cost to the employee (via mail-order). This program and co-pays are subject to annual review and/or annual adjustments.

26.2 INSURANCE ELIGIBILITY

All newly hired full-time employees and part-time employees over thirty (30) hours may enroll in benefits on the first day of their employment and the benefits will be effective on their date of hire. Employees that decline coverage will have the opportunity to enroll again each year during annual enrollment. Coverage for those employees will go into effect January 1st. Employees are also eligible to enroll within thirty (30) days of certain life changing events.

Enrollments and declinations must occur within thirty (30) days of an employee's hire date, status change, and/or life change date.

26.3 INSURANCE PREMIUMS/RATES

Employees may obtain health, dental, and/or vision insurance by paying the required premium as outlined by Employer's rate sheet each year. Premiums for these lines of coverage are paid on a pre-tax basis and are tiered according to the coverage level elected by the employee. The following premiums to be paid by employees per pay period will remain the same for the term of the Agreement. Insurance premiums are determined each year based on the Employer's renewal with the Insurance Carrier. Changes in the premiums are not subject to the grievance and arbitration procedures established in this Agreement.

Coverage Level	Platinum Plan Premium Per Pay Period	Gold Plan Premium Per Pay Period	Silver Plan Premium Per Pay Period
Employee	$62.50	$47.50	$30.00
Employee + 1	$212.50	$145.00	$60.00
Employee + Family	$250.00	$165.00	$75.00

Dental Plan

Coverage Level	Cost Per Pay Period
Employee	$10.00
Employee + 1	$15.00
Employee + Family	$20.00

Vision Plan

Coverage Level	Cost Per Pay Period
Employee	$3.78
Employee + 1	$5.49
Employee + Family	$9.83

26.4 LIFE INSURANCE, SHORT & LONG TERM DISABILITY

Employer will provide Basic Life Insurance coverage and accidental death and dismemberment coverage equal to employee's annual salary up to a maximum of $50,000. Additional fringe benefits, to include Life Insurance for the employee, a spouse or child in addition to, Short-term Disability and Long-term Disability can be purchased by the employee. The carriers and Plans shall be designated and may be modified by the Employer. These premiums, to the extent possible, are paid on an after-tax basis.

26.5 EMPLOYEE ASSISTANCE PROGRAM (EAP)

An Employee Assistance Program (EAP) is available to all employees. Details of the program can be found by accessing the Employer's intranet. The terms of this plan may be modified at the Employer's discretion, with at least thirty (30) days' prior notice to the Union.

26.6 LIFE CHANGE EVENTS

After initial enrollment, an employee may change their insurance elections for group benefits only if there has been a "change in family status", such as marriage, divorce, adoption, birth of a child, or reduction in hours, as allowed by law and the applicable plan(s). Enrollments and declinations must occur within thirty (30) days of an employee's hire date, status change, and/or life change date.

ARTICLE 27 – 401(K)

27.1 Employees shall be eligible to participate in the Employer's 401(k) Retirement Savings Plan. All eligible employees may contribute up to eighty percent (80%) of compensation before taxes, and the Employer will match twenty-five (25%) for every dollar contributed up to six percent (6%) of eligible compensation. The employee is fully vested in the employee's contributions to the 401(k) Plan and any employee rollovers into the Plan. The vesting schedule, which is based on years of service, for matching Employer contributions is as follows:

a. Less than 1 year – 0% vested
b. At least 1, but less than 2 – 20% vested
c. At least 2, but less than 3 – 40% vested
d. At least 3, but less than 4 – 60% vested
e. At least 4, but less than 5 – 80% vested
f. 5 years or more – 100% vested.

The Employer's 401(k) Plan document, along with any subsequent amendments (collectively referred to as the "Plan"), control the terms of the Employer's 401(k) retirement savings Plan. Employer reserves the right to amend the Plan, with notice to the Union.

ARTICLE 28 – TRAVEL ALLOWANCES

28.1 PRIVATE CAR MILEAGE REIMBURSEMENT

Employees required to use their private vehicles in performance of assigned duties shall be reimbursed for actual trip mileage incurred each month. An Employee shall complete an Expense Report form and submit it along with any associated receipts to their supervisor for approval within thirty (30) days of travel. If approved, payment will be made by direct deposit or check within fifteen (15) days. Effective beginning on the first of the month following ratification, employees shall be reimbursed at the Employer's rate set forth within its applicable policies. This rate is based upon the Internal Revenue Service Guidelines on Standard Mileage Rates published each year.

28.2 DEFINITION OF REIMBURSABLE AND NON-REIMBURSABLE MILEAGE

a. Trips from home to the employee's official work location and back home shall not constitute reimbursable mileage.

b. Trips from the employee's official work location (or designated starting point if the employee has no official work location) to a job, from job to job, and if directed, back to the official work location or designated starting point, shall constitute reimbursable mileage.

c. Employees who report to a field assignment and not to their official work location, shall be reimbursed for home to field. However, travel from an employee’s home to the Rountree facility is not reimbursable when scheduled.

d. Employees who report to their official work location, then travel to a field assignment for the remainder of the day, and then go home, shall be reimbursed.

28.3 The Employer shall direct field work in such a manner that employees shall not be unreasonably required to have their personal automobile available for Employer business on a daily basis, nor drive to their duty station before entering upon field work unless their job assignments so dictate.

ARTICLE 29 – TUITION REIMBURSEMENT

29.1 ELIGIBILITY

Eligible: Permanent full-time employees regularly scheduled to work forty (40) hours per week, 12-hour shift employees working thirty-six (36) hours or more, and probationary and trainee employees after satisfactory performance for a period of not less than three months, as determined by management. Should the employee’s work hours fall below the required forty or thirty-six hours per week after the initial approval and the employee is unable to fill the hours with PTO, the employee’s request for Educational Assistance (i.e. reimbursement) will be denied.
Not Eligible: Permanent part-time employees regularly scheduled less than forty (40) hours per week, PRN employees, and all temporary employees.

See Employer’s Educational Assistance Program Policy for further details.

29.2 Requests for Educational Assistance may be initiated by the employee or Employer. Employees may initiate requests for Educational Assistance to develop new skills/competencies for career development within the company. Employer may initiate requests for Educational Assistance to address a shortage of skilled workers in specific classifications and/or develop a pool of employees for succession planning. Job-related degrees and corresponding non-work-related courses within a degree program may be approved at the discretion of corporate approval. Requests for Educational Assistance must be approved prior to the start date of the course.

29.3 ACADEMIC COURSES/ELIGIBLE SOURCES

Academic courses are defined as a course/degree provided by an accredited community college, college, or university. Academic courses/degrees provided through traditional classroom, video-based, distance learning, web-based, e-learning and certain correspondence courses (see Ineligible Sources below) are eligible for approval. The course must provide academic credit (as opposed to CEUs), be listed in the college/university course catalog and charge tuition in the traditional meaning of tuition (as opposed to only registration fees). Accreditation must be via an accrediting agency authorized by the US Department of Education.

a. Ineligible Sources - Correspondence courses not accredited by the US Department of Education or the American Council on Education/CREDIT for academic credit are not eligible under Employer's policy.

b. Approved Courses - Employer, when making the determination whether to provide Educational Assistance to take a specific course, shall consider the basic principle: "deemed beneficial to both the Company and the employee." Completion of the course should have a direct benefit to the Company. The improved knowledge, skills and abilities gained by the employee should benefit the individual in completion of their current and/or potential job duties. Employer may consider workforce planning, succession planning and career development in approving employees to receive Educational Assistance. Courses will not be permitted to fall within working hours.

   Guidelines to consider in course selection are:

   i. Courses which provide knowledge and skills directly related to maintaining or improving current job skills;
   ii. Courses mandated by law or regulation as a job requirement for continued employment;
   iii. Courses directly related to the employee's current job or a job currently employed by the company.

   Educational Assistance shall not be approved for courses where management has determined that neither the course nor degree is of benefit to the Employer.

29.4 ACADEMIC COSTS

Eligible employees approved for Educational Assistance may be reimbursed academic costs charged by the academic source at which the employee is enrolled. Academic costs are defined as charges assessed by an academic source to every person enrolling for the course. These charges are required of everyone and are neither negotiable nor discretionary for the individual enrolling in the course. Academic costs include in-state tuition, fees and course/lab fees, subject to a maximum of $2,000 during a rolling twelve-month period. Course/lab fees must always be itemized. Reimbursement of course/lab fees may require a written statement from the academic source justifying the fee as a required fee in addition to other fees.

a. Amount of Reimbursement - Eligible employees may be reimbursed academic costs charged by the academic source where enrolled. Departments may reimburse up to $2,000 during a rolling twelve-month period for all academic costs as specified in this paragraph "Academic Costs," but not fees unrelated to registering for a course or a degree program, such as dorm, student union construction, athletic fees, student health service, cultural event fees, etc.

b. Non-reimbursable Expenses - Reimbursement shall not be made for:

   i. Charges specifically related to processing or receiving continuing education units (CEUs)
   ii. Application, examination, and graduation fees
   iii. Transportation costs
   iv. Textbooks and supplies

c. Requirement for Reimbursement - Employer may consider any current disciplinary action for job performance or personal conduct prior to approval of the application for reimbursement, and confirm that employee continually worked 40 hours per week, or 36 hours per week for qualifying staff, during the Educational Assistance period. The applicant shall receive reimbursement of approved academic costs upon submitting evidence of satisfactory completion of a pre- approved course. Evidence of satisfactory completion shall consist of official, unaltered documentation from the employee's educational institution. Completion is defined as "Satisfactory," "Pass," or a grade of "C" or better for undergraduate courses, and a "B" ("P") or better for graduate courses. An "Incomplete" shall not be reimbursed until a final grade is issued. Requests for reimbursement must be submitted within 30 calendar days of completion of the course.

29.5 The Employer reserves the right to deny tuition reimbursement to any employee found guilty of falsifying documentation or committing fraud for purposes of receiving tuition reimbursement.

29.6 The Employer agrees to reimburse members who may require a DEA license as part of their normal job duties. This may include the Nurse Practitioners and the Dentist every three years to renew. Reimbursement will be processed through the Employers expense reimbursement established process.

29.7 The Employer agrees to pay fees for professional license renewals and related certifications and CEU credits required to perform current job responsibilities up to $500 per year. Employees should submit renewal notices and CEU announcements for required courses. Employees shall submit proof of completion.

ARTICLE 30 – WAGES

30.1 Effective the first full pay period following February 20, 2026, all employees will be placed at the applicable wage rate set forth in the Rate Table below or will receive a five percent (5%) increase to their base wage rate in effect immediately prior to the Effective Date, whichever is greater.

Santa Cruz Co, CA Positional Rate Table	
Position	**Rate**
CMA	$ 29.00
Dental Asst	$ 26.40
Dep MHP	$ 48.00
Ind MHP	$ 54.60
LVN	$ 43.00
Med Asst	$ 31.90
Med Discharge Planner	$ 42.00
NP	$ 91.50
RN	$ 69.30
Sub Ab Counselor	$ 42.00

30.2 Effective the first full pay period following February 20, 2027, all employees will receive a four percent (4%) increase to their base wage rate.

30.3 Effective the first full pay period following February 20, 2028, all employees will receive a four percent (4%) increase to their base wage rate.

30.4 The parties agree to meet and confer semi-annually to discuss employee base wage rates. The Employer will provide a current list of bargaining unit employees' base wage rates in advance of each semi-annual meeting. The purpose of each meeting will be to discuss and address any inequities in base wage rates among bargaining unit employees.

ARTICLE 31 – SHIFT PREMIUMS

31.1 Employees in eligible job titles shall be paid the following shift premiums on hours worked between the times as shown in the chart below.

Facility		Shift Times	Eligible Job Titles	Weekday Shift			Weekend Shift		
				1st	2nd	3rd	1st	2nd	3rd
5119	CA Santa Cruz	3p-7a	MA, MHP (Dependent or Independent), NP/PA		$2.00		$2.00	$3.00	
		7p-730a	LVN, RN		$3.00		$2.00	$4.00	

31.2 PER DIEM DIFFERENTIAL

Employer shall pay Per Diem employees a base hourly rate that is approximately 10% higher than the average base hourly rate of other employees in the same job category in lieu of benefits.

The parties agree to meet and confer semi-annually to discuss Per Diem employee base wage rates. The Employer will provide a current list of bargaining unit Per Diem employees' base wage rates in advance of each semi-annual meeting. The purpose of each meeting will be to discuss and address any inequities in base wage rates among bargaining unit Per Diem employees.

31.3 HIRING BONUS

The Employer may grant hiring bonuses when necessary to recruit for a classification or shift.

31.4 PRECEPTOR NURSE

Registered Nurses and LVNs shall be given a differential of $1.50 per hour when assigned to orient new employees in the RN or LVN classification. This Section is not applicable to experienced nurses training nursing students.

ARTICLE 32 – PAY FOR BARGAINING COMMITTEE

32.1 If bargaining cannot be scheduled outside of the employees' work hours the following will apply:

The Union will select two (2) members of the Union bargaining team for negotiations. These employees will be released on paid time. It is expected that the bargaining team members will be the same individuals and that the Union will provide the Employer notice as soon as possible of who those employee bargaining team members will be.

ARTICLE 33 – ERRORS IN WAGES, LEAVE TIME, AND FRINGE BENEFITS

33.1 Overpayments which are the result of clerical or mechanical errors in calculating an employee's wages or fringe benefits may be deducted from an employee's pay within twelve

(12) months after the overpayment is made, provided the employee is given a written explanation of the deduction at least one (1) pay period before the wage payment affected by the deduction is made, and the employee provides written consent to the deduction.

33.2 Deductions will be itemized and no more than fifteen (15%) percent of an employee's pay may be deducted from a paycheck unless otherwise agreed by the employee.

33.3 Errors made in the computation or payment of any leave time may be recovered by adjustment of current leave balances, offsetting future leave earnings or at the option of the employee, money may be paid back.

An employee who believes that an underpayment of wages, fringe benefits or leave time has occurred, must notify Management within the time period afforded by law after the alleged violation occurs or the underpayment will be considered resolved as paid. In the event it has been determined that an underpayment has occurred, the Employer shall have one (1) full pay period after final determination to pay the affected employee.

ARTICLE 34 – PERFORMANCE EVALUATION

34.1 <u>EVALUATIONS SIGNED BY EMPLOYER</u>

All written evaluations will be placed in an employee's personnel file and the employee shall acknowledge that they have read the document.

34.2 <u>RIGHT OF REBUTTAL</u>

Every employee has the right to rebut a performance evaluation in writing. Within ten (10) days of the receipt of the written evaluation, the employee must submit their rebuttal in writing.

If any entry in the evaluation is of a disciplinary nature, it can only refer to discipline that was previously addressed in the appropriate form, i.e., verbal warning, written warning, final written or suspension.

34.3 <u>MEETING WITH HUMAN RESOURCES</u>

The employee may request a meeting with human resources to consider the rebuttal and revision of the evaluation. In lieu of the revision of the evaluation, the rebuttal shall become part of the evaluation in the personnel file.

34.4 <u>EVALUATIONS AND THE GRIEVANCE PROCEDURE</u>

Only procedural aspects of the evaluation process and not the content of the evaluation are subject to the grievance procedure.

ARTICLE 35 – MALPRACTICE INSURANCE

35.1 MALPRACTICE INSURANCE

The Employer shall provide professional liability (malpractice) insurance for the health care services covered under this Agreement.

35.2 PROOF OF MALPRACTICE INSURANCE

The Employer shall provide proof of professional liability (malpractice) coverage to the Union.

ARTICLE 36 – WORKING AT ANOTHER EMPLOYER-MANAGED FACILITY

36.1 In the event that a bargaining unit employee performs work at another Employer-managed facility, then the parties agree that said work is not covered by this Agreement, and that the terms and conditions of the employee's performance of work at the other facility may differ from those contained in this Agreement.

ARTICLE 37 – TERM OF AGREEMENT

37.1 This Agreement shall be effective from February 20, 2026, and shall continue in full force and effect through February 19, 2029 (expiring at midnight). This Agreement shall automatically renew for successive periods of twelve (12) consecutive months thereafter unless either party serves written notice (which may be via email) upon the other of the desire to amend, modify or terminate the Agreement no later than sixty (60) days prior to the initial expiration date or, if renewed automatically, the following anniversary date. This Agreement will automatically terminate upon termination of Employer's agreement with Santa Cruz County.

ARTICLE 38 – SUCCESSORS AND ASSIGNS

38.1 If the Employer's assets or stock are sold to another corporation, proprietorship, partnership or individuals, the Employer shall make any such entity or individuals aware of the existence of this Agreement.

ARTICLE 39 – SEPARABILITY

39.1 ALL AGREEMENTS SUBJECT TO APPLICABLE LAWS

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings, and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States of America or of the State of California or of any municipality or the Employer's contract with the County, such provision shall be superseded by the appropriate provision of such law, regulation or contract, so long as the same is enforced and in effect unless, upon demand of either of the parties, negotiations are requested to replace the provision; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 40 – SCOPE OF AGREEMENT

40.1 COMPLETE AGREEMENT

The Employer and the Union acknowledge that this Agreement shall constitute the complete agreement between the parties and sets forth all the rights, obligations and responsibilities of the respective parties concerning rates of pay, hours of work, and other term or conditions of employment for the bargaining unit employees. The terms of this Agreement supersede any and all understandings, practices, contracts, agreements, or promises, whether written or oral, as to any pay, hours, or work or other term and condition of employment not otherwise expressly incorporated herein that may have existed before the execution of this Agreement.

If the Employer intends to change an existing practice, it will comply with any related bargaining obligation under the NLRB before doing so.

40.2 HEADINGS

Headings contained in the various Sections of the Articles of this Agreement are for purposes of reference and organization only, and are not intended to alter or affect the substantive terms of this Agreement.

40.3 OBLIGATIONS REGARDING BARGAINING

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which was the subject of negotiations.

The parties have executed this Agreement as of the date indicated.

FOR THE UNION:

Sophia Mendoza
President NUHW

Date: 9/3/2026

Ralph R Cornejo

Ralph R. Cornejo
Chief Negotiator

Date: 9/2/2026

Union Bargaining Committee
Talley Kennedy

FOR THE EMPLOYER:

Bradford McLane
Chief Executive Officer
NaphCare California LLC

Date: 9/2/2026