



UAPD

**UNION OF AMERICAN
PHYSICIANS AND DENTISTS**

AFFILIATED WITH AFSCME, AFL-CIO

AGREEMENT

between

**Union of American Physicians and
Dentists**

and

Northeast Valley Health Corporation

effective

March 1, 2013 *through* March 1, 2018

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AGREEMENT

THIS AGREEMENT is made and entered into by and between NORTHEAST VALLEY HEALTH CORPORATION (NEVHC) (hereinafter referred to as “Employer”), and the UNION OF AMERICAN PHYSICIANS AND DENTISTS (UAPD) (hereinafter referred to as “Union”).

ARTICLE I — Scope of Agreement

Section 1 — Covered Employees

This Agreement shall cover all employees in the classifications of Physicians, Physicians Assistants, Nurse Practitioners, and Dentists, at any and all facilities operated by the Employer, but shall exclude administrative/supervisory employees.

ARTICLE II - Recognition and Union Security

Section 1 — Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full time and regular part-time employees, with respect to rate of pay, hours of work and working conditions in the following classifications: Dentists, Nurse Practitioners, Certified Nurse Midwives, Physicians and Physician Assistants.

Section 2 – Union Security

Each new professional employee hired subject to this Agreement will receive a copy of this Agreement within their first thirty (30) days of their employment.

All employees covered by this Agreement, shall, as a condition of employment, become members of the Union, with thirty-one (31) calendar days following the beginning date of their employment, and remain members while employed by NEVHC. Membership in good standing means that the employed member tenders periodic dues as uniformly required by the Union as a condition acquiring or retaining membership. Employees who fail to comply with this requirement shall be discharged by the Employer within two weeks after written notice to the Employer from the Union, subject to the provisions of law.

Upon receipt of a signed check-off authorization from an employee in the bargaining unit, the Employer will deduct from the pay of such employee a sum equal to that employee’s monthly membership dues which fell due during the pay period so long as such employee was employed by the Employer at the time such obligation became due. The Employer will remit to the Union all dues deducted together with a written list of employees for whom such deductions have been made. Check-off obligations shall accrue beginning with the first pay-period following the ratification of this agreement, and shall be paid in a manner mutually agreed upon by NEVHC and UAPD.

ARTICLE III – Hours of Work

Section 1 – Hours of Work

The standard work week schedule shall be based on ten four-hour sessions. For the purposes of automated timekeeping systems, this shall be reported as forty (40) hours and the standard pay period shall be reported as eighty (80) hours. These recording principles notwithstanding, nothing in this section shall be construed to change the employee's status from that of an exempt non-hourly employee. Employees are salaried exempt employees and will perform their duties and activities at management's facilities, at affiliated hospitals and facilities, and such other locations as appropriate. Management may employ professional employees on a part-time basis. With the consent of the Union, the Employer and the employee may agree to an alternative work week such as a 4-10-40 schedule.

Employees may be required to participate in special activities outside of their regular working hours and not involving seeing patients. In the event such activities involve periods equal to or greater than 2 hours management shall provide additional compensation at their regular rate of pay. This shall not include activities that take place during the employees scheduled lunch hour. Such special activities shall be rare. Alternate schedules may be arranged to accommodate the special activity.

Management recognizes that patient charting is an integral part of patient care provided by all clinical providers which should be performed as a part of the clinical visit and completed in a timely manner. Administrative Time will be granted on an as-needed basis as determined by Management. Those who have been granted Administrative Time in the past shall continue to receive it.

All employees who work two consecutive sessions, or 8 or more hours, shall be allowed a sixty (60) minute lunch period, 30 minutes of which shall be paid by the employer. Any employee who works three (3) consecutive sessions, (twelve hour day), shall be entitled to an additional thirty minute meal break. For purposes of regular pay (salary), the work of bargaining unit employees under this contract cannot be standardized in relation to a given period of time. NEVHC reserves the right to adequately assess the hours worked by employees. Management may require employees to log in to their EHR portal upon arriving at work in order to ensure that all communications have been seen.

NEVHC employees covered by this contract are excluded from the FLSA and are assigned to work as salaried exempt employees. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the NEVHC.

ARTICLE IV – Premium Pay

Section 1 – On-Call

Telephone on-call responsibilities are part of the overall responsibilities of each physician working fifty percent (50%) or more FTE and dentists working forty percent (40%) or more FTE. Telephone on-call responsibilities are not separately reimbursed except to the extent that they exceed an average of "one in four", in any six month period i.e. one week on call and three weeks off call, to be prorated by percent FTE. In such instances, providers will be paid an additional fifty dollars (\$50) for each weeknight and seventy-five (\$75) for each weekend day or holiday day in excess of their regular obligation. It is understood that excess on-call obligations are not anticipated and will occur only when authorized in writing by Medical Administration. Physicians working less

than fifty percent (50%) and dentists working less than forty percent (40%) may volunteer to take telephone call with prior approval of management and will be paid at the above rates.

At the time of their initial contract, telephone on-call responsibilities were assigned consistent with initial hiring agreements and were not separately reimbursed. In the event that one or more individual clinicians' contracts have inadvertently or otherwise left out such requirements, their base salary shall be adjusted by Two thousand five hundred dollars (\$2500), prorated per FTE.

Inpatient care as part of the above assigned telephone on-call shall be performed by physicians working fifty percent (50%) or more FTE. For inpatient care, physicians will be paid ninety percent (90%) of prevailing or 2005 Medi-Cal-fee for service reimbursement rates, whichever set of rates is higher. If services were billed to a different health insurance plan, providers will be reimbursed at ninety percent (90%) of that plan's rates.

Physicians previously excused from participating on the inpatient call panel will not be required to, but may volunteer to, perform inpatient care duties.

ARTICLE V - Sick Leave, Leaves of Absence, Bereavement Leave, Jury Duty, Military Leave, and Family/Medical/Pregnancy Leaves

Section 1 — Paid Sick Leave

Each full time employee shall accumulate one (1) day of sick leave with pay for each calendar month of employment. Each employee shall be entitled to twelve (12) days of sick leave with pay after one year's service and twelve (12) days for each full year of employment thereafter. Sick leave shall accumulate to a maximum of thirty-six (36) days. Sick leave shall commence with the first day of any illness. If a Provider becomes sick during their session and goes home they shall be paid for the remainder of that session. Use of Sick Leave shall commence thereafter. Certification by a physician may be required after 3 days of illness or injury. Employer may also require certification whenever it appears to be justified if an employee has been warned about his/her attendance.

Regular employees working less than 40 hours a week are eligible to earn prorated Sick Leave benefits based on their FTE percentage.

The Employer agrees to payout all sick leave hours in excess of 160 hours at fifty percent (50%) of the then current pay level for the employee if the employee so requests by November 1st of each year and paid on the first pay date in December.

An employee shall not be entitled to sick leave with pay until after completion of the probationary period; however, all service credit from date of hire shall be counted towards eligibility for paid sick leave credit as outlined in the preceding paragraphs.

If a holiday occurs during a period of paid sick leave, the employee, if otherwise eligible, shall receive holiday pay and such pay shall not be charged to sick leave credits.

Accumulated sick leave may be used by the employee for medical appointments of the employee or his/her immediate family members or a domestic partner (as defined under the bereavement policy) provided that the employee gives their supervisor at least ten (10) days advance notice of the appointment. If, however, the

facility cancels or requests a change in the appointment or an emergency occurs the ten (10) day notice may be waived by mutual consent of the Parties.

Accumulated sick leave also may be used by an employee to care for an ill or injured dependent, immediate family member or domestic partner (as defined under the bereavement policy).

Section 1.2 — Pay on Termination

An employee with two (2) or more years of service shall receive upon termination of employment an amount equal to 50% of his/her accrued sick leave unless terminated for just cause.

Section 1.3 — Integration of Sick Leave

If an employee is eligible for basic State Disability Insurance (SDI) Employer-paid sick leave shall be reduced by the amount of the SDI benefit the employee is eligible to receive. The reduced amount of sick leave payment shall then be charged against the employee's earned sick leave. If an employee is eligible for Worker's Compensation Insurance payments, the same method of integration with Employer-paid sick leave shall apply.

Section 2 – Leaves of Absence Without Pay

Leaves of absence without pay may be granted to full-time and part-time employees. Each employee must have at least six (6) calendar months of service in order to be considered eligible for a leave of absence without pay (not to include Family Medical Leave of Absence). However, in cases of disabilities related to pregnancy, the six (6) month eligibility requirement is waived for the purposes of the Medical Leave of Absence.

All leaves of absence shall be requested in writing on a form provided by the Employer and employees shall be provided with a copy of such form with the determination stated thereon. Each employee requesting a leave of absence shall be provided with a written explanation of his or her rights and responsibilities as outlined on the form. Leaves of absence requested will be approved or denied in writing no later than seven (7) work days after such request is submitted.

Fourteen (14) calendar days notice shall be required prior to return from a leave of 60 days or more. For leaves of less than 60 days a minimum of seven day's notice is required. Each employee shall be entitled to request a leave of absence without pay for illness or injury, pregnancy, critical illness or death in the employee's immediate family, or justifiable personal reasons. The employer agrees that in cases of leaves of absence due to serious illness or injury, or for personal reasons, the Union could, on behalf of the employee, submit all required forms, subject to employee's signed approval

An employee who is granted a leave of absence shall have the right to return to employment in the same classification, and at their current salary level. The employee shall have the right to return to employment in the same location to the extent this is possible.

If a leave of absence exceeds one (1) month, the employer will suspend all insurance benefits, except that insurance coverage will be continued for up to four (4) months when an employee takes maternity leave. The employee, if requested, shall be allowed to pay for their insurance coverage after the one month period.

During a leave of absence, employees shall maintain but not increase all entitlements gained under this agreement including seniority, accrued sick leave, vacation and COLAs when the leave of absence is for more than (6) six months.

Section 3 - Bereavement Leave

If a death occurs in the immediate family of the employee, he/she may take up to three (3) days leave with pay to make funeral arrangements, attend funeral services, and settle other matters related to the death or the funeral.

In the event an employee will be attending bereavement related activities that occur more than 200 miles from the Los Angeles County Boundary, the employee may take up to five (5) days leave with pay.

Bereavement leave will be extended if necessary at management's discretion, which shall not be unreasonably withheld. The extension can be taken from accrued vacation, floating holiday, sick leave or absence without pay at the employee's discretion.

Immediate family is defined as spouse, sister, brother, daughter, son, mother, father, stepmother and step-father, stepchildren, domestic partner (including same sex or opposite sex partners), mother-in-law, father-in-law, legal guardian, legal ward, grandmother and grandfather. For the purpose of this section the definition of 'immediate family' for domestic partners shall be considered to be the same as for married employees.

Section 3.1 - Bereavement Leave for Domestic Partner

Domestic partner (including same sex or opposite sex partners) will be included in the definition of immediate family for the purpose of bereavement leave. A person shall be defined as a domestic partner of a NEVHC employee if all of the following requirements are met:

- A. Domestic partner means the persons reside together in the same residence are jointly responsible for each other's common welfare and financial obligations and can submit proof of such relationship as may be required.
- B. The persons are each other's sole "domestic partner" and have been such for at least six consecutive months.
- C. Neither person is married.
- D. The persons are eighteen (18) years old or older.

Section 4 – Jury Duty

An employee who is required to serve on a jury of any court shall notify the employer as soon as possible after receiving notice thereof.

Such employees shall be paid for a period of up to ten days. Employees are required to inform the court of the ten day compensation limit to minimize any loss of compensation. The employee shall receive from the employer the difference between his/her regular salary and the jury duty fee within a reasonable period of time following the submission of proof of jury service and the amount of jury pay.

If the employee is excused from jury duty or is released from jury duty at a time which makes it feasible for the employee to return to work for a minimum of four (4) hours of duty in his/her regular shift, the employee shall return to work.

In the event jury duty will seriously impact on the operation of the clinic because of its particularly untimely nature, the Employer may request, and the employee must submit a request to the Court for a delay in jury duty to a later date, provided that the Employer shall respect the final scheduling decision of the Court.

Section 5 – Military Leave

An employee required to serve in the Armed Forces of the United States (including the National Guard) shall be entitled to leave of absence without pay for the duration of any such activity to the extent it is required by law.

An employee receiving notice to serve a period of active military duty shall file a Leave of absence Request form with the Employer within five (5) working days of receipt of such notice.

Section 6 – Family/Medical/Pregnancy Leaves

The employer will grant family and medical leave in accordance with the requirement of applicable state and federal laws in effect at the time the leave is granted.

Section 6.1 - Employee Eligibility

To be eligible for family and medical leave benefits, an employee must:

1. Have worked for a total of at least twelve (12) months; and
2. Have worked at least 1,250 hours over the previous twelve (12) months.

Section 6.2 - Leave Available

Eligible employees may receive up to a total of twelve (12) work weeks of unpaid leave during a rolling twelve (12) month period for one or more of the following reasons:

1. The birth or placement of a child with the employee for adoption or foster care,
2. To care for an immediate family member (spouse, child or parent) with a serious health condition, or
3. To take medical leave when the employee is unable to work because of a serious health condition.

For medical leaves, employees may take leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

Pregnant employees have the right to take up to four (4) months for pregnancy disability leave in addition to a family leave to the extent permitted by State and Federal law. Employees should contact Human Resources regarding individual situations. [The eligibility requirements described above, do not apply to the four (4) months of pregnancy disability leave.]

Section 6.3 - Notice and Certification

Employees seeking to use family and medical leave or pregnancy leave may be required to provide:

1. Thirty (30) days advance notice when the need for the leave is foreseeable,
2. Medical certification (both prior to the leave and prior to reinstatement),
3. Periodic re-certification, and
4. Periodic reports during the leave.

Section 6.4 - Compensation during Leave

Family medical leave is unpaid. However, employees may use accrued Sick Leave, Vacation and Floating Holidays in conjunction with State Disability Insurance, if available.

Section 6.5 - Benefits during Leave

The Employer will maintain group health insurance coverage for an employee on family or medical leave for up to twelve (12) work weeks, if such insurance was provided before the leave was taken, and on the same terms as if the employee had continued to work.

Section 6.6 - Job Reinstatement

Upon return from family medical leave and pregnancy leave, an employee shall have the right to return to employment in the same classification and at no less than their current pay level. The employee shall also have the right to return to employment in the same location to the extent this is possible. In addition, an employee's use of family medical leave will not result in the loss of any employment benefit under this agreement including accrued sick time and vacation. No benefit based on hours, days or weeks worked shall be accrued during any period of time off without pay.

ARTICLE VI - Health, Dental, Vision, Life Insurance and Pension

Section 1 - Comparability of Benefits

1. Employer shall maintain the same medical, dental, life, disability, and vision, insurance for members of union as it does for members of the other bargaining unit. A copy of the current contract provisions covering these benefits is appended to this contract.
2. If, in future negotiations with the other bargaining unit, NEVHC and/or other bargaining unit proposes to alter these benefits, UAPD shall be notified and invited to participate in and be party to the negotiations of the changes.

ARTICLE VII - Full-Time, Part-Time, Temporary Employees, Contracting Out and Casual Employees

Section 1 – Employment Status

The “Probationary Period” for all employees that work at least 50 percent time is ninety (90) consecutive days following their hire date. For employees who work less than 50 percent time, the probationary period is the first 180 days of employment. The purpose of the probationary period is to determine if the employee can succeed in the employment environment of the Employer. This period may be extended by ninety (90) days at the discretion of management with the approval of the Union. But in no case can the period extend beyond 180 days for employees working at least 50% time and 270 days for employees working less than 50% time. The Employer shall evaluate the performance of the employee prior to the conclusion of the probationary period. Based on the evaluation, the employer will determine whether the employee has completed the probationary period successfully. During this period the Employer may terminate the employee without cause and without recourse to the grievance procedure.

When an employee has completed the probationary period successfully, the employer will confirm in writing that the probationary period is concluded and that the employee has attained regular employment status.

An employee who is neither terminated by the employer nor extended in probationary status by the Employer after the probationary period is deemed to have completed the probationary period successfully and have attained regular employment status. Similarly, an employee in an extended probationary status is deemed to have completed the extended probationary period and to have attained regular employment status unless terminated prior to the expiration of the extended period.

Full time regular employees are those who are scheduled to work at least 40 hours per week or 100% time and are eligible for those benefits defined elsewhere in this contract.

Locums and Temporary or “Per Diem” employees are not subject to the provisions of this section or any other parts of this Agreement. Temporary or “Per Diem” employees are defined as those performing work regularly and customarily performed by employees of a temporary nature such as substituting for absent regular employees. (e.g. on extended paid vacation or approved leave of absence). Locums and temporary or Per Diem employees are not part of the bargaining unit under this contract

The Probationary Period requirements extend to Employees who accept another position within NEVHC. These shall include promotions, changes in job classifications and changes that require training. If the employee does not pass the probationary period they will have return rights to their prior classification. Temporary or “Per Diem” employees who become regular employees will have a probationary period as well as employees who are rehired following a break in service.

New Hire” employees shall be entitled to the benefits defined elsewhere in this contract.

Section 2 - Contracting Out and Use of Casual Employees

The employer shall have the right to use casual employees on a temporary basis to do work normally performed by UAPD bargaining unit members. These casual employees shall be classified by the employer as Temporary employees, Per Diems, Locum Tenens, or Contractors, and shall be treated as described in Section 00s, Employment Status.

Temporary basis shall be defined as working eight hours or more per week in any calendar quarter. .

In the event that a Temporary employee, Per Diem, Locum Tenens, or Contractor does work an average of eight or more hours a week in any calendar quarter the position would be considered augmenting and no longer temporary. At the request of the Union, the employer shall publicly post a vacant permanent position of equal time and solicit employment. The Employer may continue to utilize the temporary employee while the position is posted.

All UAPD bargaining unit job postings shall be provided to the UAPD Provider Representatives via email.

The employer shall have the right to hire specialists as casual employees. Such employees are not subject to the terms of this article.

Replacement positions for permanent employees on leave shall not be subject to terms of this article.

At mutual consent the Union and Employer can agree to waive this article on a case by case basis if no reasonable solution exists to fulfill the staffing requirements of an individual clinic.

The provisions of this article shall not apply to instances when Management contracts with third parties to provide services also provided by Union members. Provided that the contracts are not for NEVHC operated facilities at which UAPD bargaining unit members are employed.

ARTICLE VIII - Bulletin Boards

Section 1 - Bulletin Boards

The Employer shall provide the union with a link on the NEVHC intranet web site to an online UAPD Bulletin Board. Management will work with UAPD to establish the link including the headline saying "UAPD BULLETIN BOARD" with the UAPD logo boldly displayed.

ARTICLE IX – Holidays

Section 1 — Holidays Observed

All regular full and part time employees shall receive the following schedule of holidays with pay;

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday (one-half (1/2) day)	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	1 Floating Holiday

A calendar of all holidays will be provided to all employees during December of the prior year and will stipulate the date for any holiday falling on a Saturday or Sunday.

Up to two (2) unused and accumulated floating holidays shall be carried over from year to year. Floating holidays shall be granted on a first come first served basis.

Section 1.1 — Holiday Premiums

A full time employee not working on the day on which the holiday falls, shall be entitled to a day off to be taken during the pay-period in which the holiday occurs or during the following four (4) pay periods or, with management’s concurrence, may be provided with one day (8 hours) pay. . If the employee is working part time, but equal to or greater than 50% time, then he/she will be entitled to the above but in a percentage related to their FTE. Employees who work less than 50% time who would not be scheduled to work on the holiday shall be paid the equivalent amount at their regular rate of pay or be given the opportunity to apply those hours towards an approved time off request within the same pay period. If the employee is required to work on the holiday, he/she shall be entitled to holiday rate (equal to 2.5 times their regular rate of pay),

Section 1.2 —Facility Closures Associated with Holidays

Management shall give no less than 30 days written notice of any facility closure associated with a holiday and provide to all affected employees the right to select an alternative work schedule or of using his or her vacation time in lieu of the day off. In the event management fails to provide such notice employee shall be paid for any such sessions lost.

Section 1.3 — Holiday During Paid Leave

Any paid holiday occurring during an employee's vacation, bereavement leave, sick leave, or other paid leave shall entitle said employee to a day off with pay at the employee's regular daily rate upon their return, or the employee may bank the time.

Section 1.4 — Eligibility

Any employee, including probationary employee’s, in order to be eligible for the holiday pay set forth in this Section, must have earnings in the payroll week and must have worked both his or her last scheduled shift prior to and his/her next scheduled shift following such holiday unless an absence from one or both of such shifts is because of personal illness, death in the family and/or authorized by the Employer. No holiday allowance shall be paid to an employee who is scheduled to work a holiday and fails to do so unless such absence is because of personal illness, death in the family and/or authorized by the Employer.

ARTICLE X – Vacation

Section 1 — Vacation Eligibility

After the successful completion of the probationary period, vacation time shall accrue retroactive to the date of hire. After employee has been employed for a period of six months, he/she may request use of vacation time up to the amount of time actually accrued. Full-time Physicians and Dentists earn vacation time according to the following schedule:

Continuous Employment	Paid Vacation Time
1 – 60 months	4.62 hours accrual bi-weekly (120 hours or 15 days per year)
60 + months	6.15 hours accrual bi-weekly (160 hours or 20 days per year)

All full time Nurse Practitioners and Physician Assistants are entitled to take vacation time according to the following schedule: Ten (10) vacation days after the completion of one full year of employment, retroactive to the employee's date of hire, following the successful completion of 90 day employment with NEVHC. Accrual of vacation time off is summarized as follows:

Continuous Employment	Paid Vacation Time
1 – 36 months	3.08 hours accrual bi-weekly (80 hours or 10 days per year)
37 – 72 months	4.62 hours accrual bi-weekly (120 hours or 15 days per year)
73 + months	6.15 hours accrual bi-weekly (160 hours or 20 days per year)

Regular employees working less than 40 hours per week are eligible to earn prorated vacation benefits based upon their FTE percentage.

Exempt salaried employees may accumulate a maximum of forty (40) days (320 hours) vacation time. After such accumulation, vacation hours will no longer accrue. It is the employee's responsibility to look at their pay stub to see if the vacation hours are getting close to maximum and should request vacation time off from their supervisor.

There shall be no vacation pay in lieu of vacation time off, unless requested by the employee, recommended by the employee's department head and approved by the Chief Executive Officer or his/her designee.

Notwithstanding the above, if a previously approved vacation is canceled at the request of management, and the maximum vacation has already been accrued, then, at the employee's option, the maximum vacation accrual may be increased by the amount needed to account for the cancelled vacation or vacation pay in lieu of time off may be paid.

If an employee suffers a disabling accident or hospitalization while on vacation, the employee may convert the vacation time to paid sick leave provided the employee has enough sick leave hours. The employee, upon request, shall submit documentation substantiating such disability which precludes an employee from performing his/her regular job. The employee shall retain vacation time for the days spent so disabled. Such vacation time shall be rescheduled by mutual agreement. This shall not, however, impact maximum vacation accruals.

When a regular employee is transferred to another position, the vacation is transferred to the new position.

In the event of termination of employment with NEVHC, the employee will be paid for all vacation hours accrued to the termination date.

An employee who is absent due to illness or injury is required to use his or her sick leave hours. This requirement does not apply in cases of pregnancy or maternity related absences including physician visits. This requirement also does not apply to designated California leaves such as School Activities Leave, Crime Victims Leave, etc. unless employee wishes to be compensated for the lost time. If the employee has exhausted all of his or her sick leave; he or she will be required to take vacation hours or a floating holiday to pay for the lost work time. Employees requesting personal time off will also be required to take vacation or floating holiday to make up for the lost work time. Employees will not be approved for "no pay" on such absent days if there are hours available in the employee's vacation or floating holiday bank. Adjustments of vacation, sick leave, and/or floating holiday time will be made to account for State Disability Insurance or Standard disability insurance as applicable for short term and long term disability.

Section 1.1 - Procedure for Granting Time-Off Requests

1. Medical Administration will attempt to honor vacation and other time-off requests (e.g., CE) provided that they meet certain criteria:
 - A. Management will make every reasonable effort to grant vacation time requested.
2. NEVHC providers will follow one of two processes for requesting vacation/time-off:
 - A. Vacation Request Bidding Process for Major Holidays Only
 - i. Major Holidays defined; one week before and one week after Easter, July 4th, Thanksgiving, Christmas, and New Year's Day. The bidding form for each year will specify the exact dates to which the form applies.
 - ii. The bidding process applies to the period beginning May 1 of the same year and ending April 30 of the following year
 - iii. Vacation Request Bidding forms will be distributed in mid-January and will be due back to Medical Administration by the second Friday in February.
 - iv. All requests submitted by the deadline will be reviewed simultaneously. The order of receipt of requests will not impact the approval process. However, only requests received by the stated deadline will be included in the bidding process. Approval is not dependent on coverage found.
 - v. Approvals will be granted based on the following criteria;
 - a. During the first two years of employment, regular providers will not have access to vacation or floating holidays during the bidding period that applies to Christmas and New Year's Day unless vacation slots for that period remain unfilled by more senior medical providers.
 - b. A provider's first choice for time off will be considered first.
 - c. If more providers request time off during the same holiday period than can be accommodated, the following process will be used to ensure equitable access to holiday requests while considering seniority factors:
 - i. The previous year will be reviewed for vacation granted. Providers who have not been granted vacation time during the same holiday period in the previous year will be given priority over those who have been granted vacation time during the same period.
 - ii. If the number of requests still exceeds the number that can be granted, seniority (number of consecutive years employed by NEVHC) will be used to determine who will be granted a vacation request.

B. Time-off Requests for Off-Peak Periods (Non-Major Holidays)

- i. This applies to all dates to which the Vacation Request Bidding Process does not apply.
- ii. The provider must use the appropriate time-off request form, including Paid Time-Off Request form and Continuing Medical Education Request Form.
- iii. Time-off requests must be submitted at least ninety (90) days in advance for requests greater than 10 working days in duration, and at least thirty (30) days in advance for requests between 3 and 10 working days in duration. Requests should not be submitted more than one year in advance of the date requested. PTO requests received late will not receive automatic approval.
- iv. Medical Administration will review requests within five ten (10) working days of receipt of the time-off request and will seek coverage for the time requested. A status on the approval of the request will be available to the provider at all times.
- v. The provider will be notified of the final action on the request as soon as possible or at least by the end of the 10-day review period. The provider will inform Medical Administration if he/she wants the department to continue to pursue the search for coverage, with the understanding that the provider is on "stand-by status," i.e., the provider will not be able to take time off if no coverage is obtained. It is the provider's responsibility to inquire about the ongoing status of the request during this time.

3. All time-off requests must be sent in writing to Medical Administration by using the appropriate request form. E-mails and verbal requests, and Call Panel Preferences Requests forms are not considered formal time-off requests.

4. It is recommended that the provider verify with Medical Administration in writing that the request has been received and to follow-up on the status of the approval.

5. Providers should not make travel arrangements or purchase airline tickets until approval for time-off has been received. The provider is responsible for any losses incurred due to making arrangements without administrative approval. All time-off requests must be approved by the CMO or his/her designee.

6. In the event Management must cancel a previously approved vacation the employee shall be fully reimbursed for and airfare, cruise, hotel, or other travel related deposits which are not otherwise refundable

7. Providers may not make their own arrangements for coverage because they may conflict with those of Medical Administration. Provider coverage is arranged solely through Medical Administration. Providers that request time off may provide input to Medical Administration regarding possible coverage arrangements, but coverage will be arranged by Medical Administration in the order that requests are received and approved.

8. Providers are discouraged from making last-minute changes once the time-off request has been approved and coverage has been found, out of respect for the time and commitment of per diem providers. Providers that wish to cancel a PTO request must notify the Medical Staff Coordinator or the CMO or his/her

designee in writing (email preferred) as soon as the decision to cancel is made, or at least one week in advance. Receipt of this notification should be confirmed verbally with the Medical Staff Coordinator.

9. If a provider requests time off with less than the required lead time notice, Medical Administration will make every attempt to honor the request.

10. Management shall maintain a calendar of approved vacations. The Calendar shall be on the NEVHC intranet, and shall be updated weekly.

ARTICLE XI - Union Representation

Section 1 — General

Duly authorized Representatives of the Union shall be permitted at all reasonable times to enter the facilities operated by the Employer for the purpose of transacting Union business and observing conditions under which employees are employed; provided, however, that they (1) notify the site administrator at the site to be visited, the HR director, or their designees. and (2) that no interference with the patients or with the work of the employees shall result, and that (3) such right of entry shall, at all times, be subject to general clinic and medical office rules applicable to non employees.

Employer shall provide the Union Representative with a current list of each facility Director for every facility covered by this Collective Bargaining Agreement.

Section 1.1 — Union Activities

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union, and the Union agrees that employees covered hereby shall be admitted to membership without discrimination.

Section 1.2 — UAPD Provider Representatives

The Employer recognizes the right of the Union to select the UAPD Provider Representatives. The Employer agrees that there will be no discrimination against the authorized UAPD Provider Representatives because of Union activity. The UAPD Provider Representatives shall not be recognized by the Employer until the Union has notified the Employer in writing of the selection of such UAPD Provider Representatives who shall be responsible for conducting union business as described in and limited by this agreement. The UAPD Provider Representatives shall make every effort to ensure that their activity as a UAPD Provider Representatives does not interfere with the performance of their normal duties. Union UAPD Provider Representatives shall obtain permission from their immediate supervisor for absences from their normal work place to conduct Union business. UAPD Provider Representatives shall not lose pay through their participation in grievance or disciplinary meetings. Twice a year, the Union shall submit to the Human Resources department an accurate list of UAPD Provider Representatives at each facility. Each covered site will have one or more named UAPD Provider Representatives assigned to cover it. Sites with less than five bargaining unit members will be covered by a UAPD Provider Representative at a nearby location. Sites with five or more bargaining unit members will have a maximum of two (2) UAPD Provider Representatives. Additionally one bargaining unit member working in Santa Clarita, Canoga Park, and Van Nuys shall be appointed by UAPD to be the UAPD Provider Representative for each regional area.

For the purpose of counting members in this article only “bargaining unit members” shall be considered individuals who work at the covered site for an average of 20 hours per week or more.

ARTICLE XII - Work Stoppages

Section 1 - No Strike - No Lockout

1.a - No Strike

During the term of this Agreement neither UAPD nor its agents or Bargaining Unit member employee will not, for any reason, authorize, institute, support, aid, condone or engage in a work slowdown, work stoppage, strike, or any other activity which, in management’s opinion, will interference with the work or obligations of NEVHC.

1.b - UAPD Responsibility

UAPD agrees to notify all of its officers, stewards, representatives, agents, staff and members of their obligation and responsibility for maintaining compliance with this Section. In the event any referenced interference occurs, UAPD, its officers, stewards, representatives, agents and staff will positively contact with each offending employee and instruct, encourage and advise them to cease all such prohibited activities. If the Union does so the Union shall not be liable in damages to the Employer.

1.c - No Lockout

During the term of this Agreement, the Employer shall refrain from commencing or continuing a lockout of its employees.

ARTICLE XIII - Severance Pay

Section 1 — Severance Pay

Employees with at least one (1) full year of service with the Employer who is laid off by the employer because of lack of work or lack of funds (as part of a reduction in force or restructuring of the Corporation’s operations) shall receive severance pay prorated to their percentage of FTE as follows:

1–2 years of service, (through month 24) one weeks pay (at current rate).

More than two years of service (beginning in month 25) two weeks pay (at current rate).

Health Plan benefits shall be as follows:

1–5 years of service — one (1) months coverage.

6 or more years of service — two (2) months coverage.

These severance payments will not be applicable where there has been only a reduction of an employees work hours, except where there is a loss of all health benefits, or more than 50% of life insurance benefits, and employee chooses to terminate employment at NEVHC within 30 days as a result of this loss of benefits. These

severance payments will also not be applicable where termination of employment is for any reason other than lack of work or lack of funds.

These severance payments also will not be required if an employee is offered employment at the same percentage FTE they currently have as a result of the provisions of Article 00x Layoff.

Any employee who is laid off by the Employer shall be paid all accrued time at the time of layoff as per the provisions of this contract.

ARTICLE XIV – Layoffs

Section 1 - Layoffs

The Employer may lay off professional employees for lack of work or lack of funds. The Employer will notify the Union when it determines that it will be necessary to lay off any professional employee(s), and will give as much advance notice as possible. The Employer will convene a meet and confer session with the Union as soon as possible to discuss the basis for any proposed layoffs, and to identify any professional employees that may be affected. The meet and confer session shall be scheduled or occur no later than two working days following the issuing of formal notice of layoff to any affected professional employee(s).

Prior to the meet and confer session with the Union, the Employer will provide an updated seniority list of professional employees in the affected unit(s), indicating name, classification, specialty, site location, and date of employment. For purposes of this section, employees shall maintain, but not increase seniority during any period of time covered by approved unpaid leave of absence. Employment will be deemed to be continuous for any period(s) of time covered by use of paid leave (i.e. vacation, sick leave, holiday).

The Employer will make every effort to provide as much advance notice as possible to any professional employee(s) to be laid off, or who in a layoff situation may be subject to having hours of work reduced. In every case, however, the employer will provide to any affected employee(s) a minimum of two (2) weeks written notice, or two (2) weeks pay in lieu of notice, or a combination of notice and pay in lieu of notice totaling a minimum of two (2) weeks.

Prior to implementing any proposed reduction of hours or layoff of any employee(s) covered by this Agreement, the Employer will notify all casual employees on its payroll that they may be removed from their current assignment if necessary based on NEVHC's layoff plan. This provision shall apply, specifically, to per diem employees who are replacing bargaining unit members for other than vacation, sick leave, or other allowed time off, and other non-bargaining unit employees performing work that is exclusively performed by employees in the affected classification(s) provided that this group shall not include supervisors. For the purposes of this article Certified Nurse Midwives and Women's Health Nurse Practitioners shall be considered the same Classification.

The employer shall give employees subject to layoff the right of first refusal in taking positions currently occupied by the casual employees.

When per diem employees are hired for a specific specialty and that assignment is reoccurring based on the need of the specialty, then those per diem employees would be exempt from the provisions of this article.

The selection of any professional employee(s) to be laid off or to have hours of work reduced will be based on least seniority as defined by most recent date of hire, classification and specialty, provided, however, that the Employer may select more senior professional employee(s) to be laid off in order to ensure that the professional employees who are continuing in the affected classification(s) have the necessary skills, abilities, and quality of performance to perform the work which remains.

If the Employer decides to lay off or to reduce the hours of a more senior employee in a professional classification while maintaining the employment and/or hours of a less senior employee in the same classification, the burden of proof for such a decision must be borne by the Employer, and the Employer will provide an explanation to the Union and to the affected professional employee of the basis for that decision. If the Union deems that the Employer has not met its burden of proof, the layoff decision may be submitted to the grievance procedure set forth in Article 00a of the Agreement.

Any professional employee(s) laid off pursuant to this section shall have his or her name placed on a re-employment list for twelve (12) months following the effective date of layoff. The Employer shall notify employees in the same specialty and classification whose names are on the re-employment list, in order of seniority, when regular full or part time vacancies occur within the twelve (12) month period, in the classification(s) from which they were laid off. Any professional employee who is so notified, and who declines an offer of reemployment, will have his/her name removed from the re-employment list.

UNION and MANAGEMENT will agree in a side-agreement that appropriate Certified Nurse Midwives will be added to the bargaining unit *and* that in the event the State of California licenses Dental Practitioners (under that or any other label) they shall also be added to the bargaining unit. NEVHC will remain free to use employees in either category to perform the duties of other union members.

ARTICLE XV - Grievance Procedure

Section 1 — Purpose

The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such a dispute shall be defined as a Grievance. All time limits herein may be extended through mutual agreement. If management fails to give a response to the employee within the original or extended time limits the employee may elevate the grievance to the next step.

Section 1.1 - Informal Step

The employee shall first have an informal discussion with their immediate Supervisor(s) about the issue that has him/her concerned. The discussion shall be within ten (10) days of the occurrence that brought rise to the informal discussion or within ten (10) days of him/her becoming aware of the issue brought up in the informal discussion but in no case later than Sixty (60) days of the occurrence. If the employee requests, a UAPD Provider Representative will be given the opportunity to be present at a mutually agreed upon time based on the providers patient care schedule. The time shall be selected in order to minimize interference with patient care. If an issue is raised with the time limits above and a time cannot be arranged immediately based on patient care scheduling, then the time limits provided herein shall be extended until the meeting can be held.

The Supervisor shall, within (10) ten working days after the informal discussion deliver his/her oral response to the concerned Employee.

Section 1.2 - Step 1

If the Employee is not satisfied with the Supervisors response in the informal discussion, they may within (10) ten working days submit a written formal grievance to their immediate Supervisor(s). If the aggrieved employee or management requests, a meeting may be held at a mutually agreed upon time to discuss the grievance. The UAPD Provider Representative on the employee's shift shall be given an opportunity to be present at the meeting. If the Department Head is present at this step, then the Clinic Administrators, and/or Union Representatives, may participate in Step 1 meetings by mutual agreement of the parties. From the date of the written grievance the Supervisor has (10) ten days to render their written response.

Section 1.3 - Step 2

In order for a grievance to be considered further, within ten (10) workdays after the Step 1 written response, the employee (or the UAPD Provider Representative or Union Representative acting with their authorization and on their behalf) shall present the written grievance along with the written response to the Department Head involved, and such written grievance shall contain the reasons for appeal to the next Step. The employee, (or the UAPD Provider Rep, the UAPD Union Rep acting with their authorization and on their behalf) or Management may request a meeting to discuss the elements of the grievance. The meeting shall be scheduled by mutual agreement but shall not be held later than 20 work days of the receipt of the Step 1 response. The department head shall give his/her written answer to the UAPD Provider Representative or Union Representative within ten (10) workdays after the meeting or presentation to him/her.

UAPD Provider Representatives or Union Representative may initiate general grievances affecting more than one employee in their designated area of responsibility in this Step. Such grievances must be in writing.

Section 1.4 - Step 3

In order for a grievance to be considered further, within ten workdays after the department head's answer, the Union, through its Union Representative, shall present the written grievance to the Chief Executive Officer (hereinafter referred to as CEO) or his/her designee. Within ten workdays after such presentation, such grievances shall be discussed at a meeting to be held between the Union Representative and the CEO or his/her designee, and the CEO or his/her designee shall give his/her written answer within ten workdays after such meeting.

All discharge and suspension grievances shall be referred immediately to this Step within ten (10) workdays from the date of the discharge or suspension.

Section 1.5 - Step 4

In order for a grievance to be considered further, the Union, within ten (10) workdays after the answer of the CEO or his/her designee may appeal in writing requesting that the matter be referred to the Grievance Personnel committee of the Board of Directors. Within ten (10) workdays after receipt of such written appeal, the Grievance Personnel committee of the Board shall meet in an attempt to resolve the dispute and will respond to the grievance in writing. .

Section 1.6 - Step 5

In case of failure of the parties to reach a resolution in Step 4, either party may within fifteen (15) workdays of receiving the Employer's Step Four Response appeal the matter to Arbitration. Within ten (10) workdays thereafter the parties shall meet to choose arbitrators.

The decision or award, when made, may in the discretion of the arbitrator, be made retroactive to the date when the complaint was first submitted for adjustment and shall be final and binding upon all concerned. Each party shall pay one-half (½) the cost of the arbitrator. There shall be no interruption of work by Employer or employee pending such final adjustment.

Section 2 — Disclosure

In the event the Employer discharges an employee, the Employer will, at the request of the Union, furnish the Union copies of any written statements used by the Employer as a basis for its action.

Section 3 — Disciplinary Notices

The Employer agrees to provide the Union with copies of all Notices of Unsatisfactory Job Performance as soon as practicable after their issuance to employees.

Any Notice of Unsatisfactory Job Performance form presented to a union member shall be signed to document that the employee received the notice. In the event a UAPD Provider Representative or Union Representative is present, they shall also sign, also indicating only that they were present. The Employer agrees to provide language on the Notice of Unsatisfactory Job Performance form to the effect that the employee is only required to sign acknowledging receipt of the notice and that the employee is not required to sign any such notice which in any way directly or indirectly indicates agreement with the contents of the notice. The notice shall further acknowledge and inform the employee that he/she may pursue the matter through the grievance procedure if he/she disagrees with the action taken.

Section 4 – Language in this Article

Language in this article which refers to “work days” shall be interpreted as meaning five of seven consecutive calendar days, regardless of the number of actual days that an employee may work for NEVHC. In the event there is a company holiday during a week, that week shall be considered to have four “work days”.

ARTICLE XVI - Non-Discrimination

Section 1 – Non-Discrimination

The Employer and the Union agree that neither the Employer nor the Union shall discriminate in respect to employment by reason of union activity, political affiliation, race, color, creed, national origin, gender, age, disability, marital status, sexual orientation or for any reason prohibited by state or federal law.

ARTICLE XVII - Management Rights

Section 1 - Personnel Policies and Procedures

Management has issued and shall periodically revise personnel policies and procedures governing conduct and requirements of employment. The Employer shall supply the Union with a copy of any proposed changes prior to implementation of the policy. The Union shall have the right to meet and confer over any revisions of or new provisions of the Personnel Policies and Procedures that have an impact on the wages, hours, and working conditions of the NEVHC Providers. These shall be enforced as indicated and shall be valid in all instances where they do not specifically contradict this contract. In such instances where they are in conflict, this contract shall govern, and the clauses of the Personnel Policies shall be severable from the policy statement with no impact on the statement as a whole.

Section 1.1 Work of Supervisors

Supervisors on the management team will routinely perform the same functions as union members and nothing in this contract shall be construed as to limit them in these functions or to require their membership in union.

Section 1.2 - Assignment of work

Notwithstanding any other provisions of this contract, Management retains the right to reassign patients to any similarly credentialed and privileged provider in the event their regular provider is unavailable and the provider is not seeing another patient.

Section 1.3 - Hours and Location of Work

Management reserves the right to alter hours of work and/or to assign employees to a new work station when they deem it necessary. This includes the involuntary transfer of an employee from one work locations to another on either a temporary or permanent basis. Employer will first ask for volunteers from among all professional employees qualified by specialty and privileging at the location from which employees are being transferred. If there are no volunteers, then with due consideration to the needs of patients, the Employer will choose the least senior employee qualified by specialty and privileging at the location from which employees are being transferred for the transfer. Except in an emergency, the employee to be transferred will receive at least fourteen (14) calendar days written notice from the Employer prior to the move unless the closure of a facility would cause the employee to be laid off within fourteen (14) days.

ARTICLE XVIII - Wages Rates, Special Pay Differentials, and Hiring Agreements

Section 1 - Salaries

Upon ratification of this contract, provider's salaries shall be increased by a COLA of 3.75% retroactive to January 7, 2013. An additional 3.75% increase in salary shall be given on the first day of the first pay period following the first and second anniversaries of this contract and an additional 4% shall be given upon first day of the first pay period following the third and fourth anniversaries (5 year contract).

If requested, a joint labor-management committee shall be convened quarterly to discuss methods for improving patient scheduling and through-put.

Management shall withhold the first salary increase from those individuals who were hired within 180 days of ratification whose initial salary offer was increased in anticipation of the first year union contract level.

Members who received an anniversary increase during NEVHC's current fiscal year (i.e., after January 1, 2013) shall have that amount netted out against the increase provided in this contract effective with wage increases in this contract.

To make the Dentists whole they will be paid a lump sum equal to the COLA that was withheld during these negotiations and their salary set at what it would have been after these normal changes. This lump sum amount will be paid within 60 days of the ratification of the contract.

Management may make offers to new providers in recognition of their education, training, experience and/or management's difficulty in recruiting providers in that category.

Management will continue to separately compensate providers who see patients in the hospital outside of their normal working hours, and will maintain an incentive plan to provide additional compensation based on variables critical to its financial and clinical objectives.

Section 1.1 - New Providers Certification

\$3000 for Physicians Board Certification and \$750 for Nurse Practitioner, Nurse Midwife, and Physician Assistant Certification shall be added to a new provider's salary, prorated according to their FTE. Management may pay bonuses for contract signing.

Section 1.2 – Special Pay Differentials

Management will continue to pay the current special pay differential, including but not limited to, the evening/weekend shift differential, bilingual differential, and extra shift differential.

Section 2 - Hiring Agreements

Section 2.1 - Right to Enter into Hiring Agreements

Northeast Valley reserves the right to enter into hiring agreements with providers which may specify additional rights, responsibilities, and/or understandings between NEVHC and member, especially those required by the NHSC Loan Repayment Program and the J-1 Visa Program. Any and all additional rights, responsibilities, and or understandings offered to a potential bargaining unit member shall be made known to the Union prior to the signing of said contract by the potential bargaining unit member. Upon request NEVHC shall meet with the Union ASAP to discuss the provisions of the proposed contract. No part of any such contract may contradict or supersede any element of the then-current UAPD contract.

The Hiring Agreement shall clearly indicate that the union contract will at all times take precedence.

ARTICLE XIX - Education Leave and Training Programs

Section 1 - Continuing Education Leave

Full time employees covered by this contract who have completed the NEVHC probationary period are eligible for continuing education leave, with pay as shown in the table below. The maximum number of continuing education leave days, per year, will be prorated for part-time employees working less than 100% based on their FTE percentage.

Continuing Education Leave may be used for seminars, workshops, conferences, grand rounds or other educational programs including home study coursework, to maintain and/or to increase job skills including preparation courses for board certification. All requests for continuing education leave shall be made in writing at least 60 days in advance on a form provided by NEVHC and are subject to the approval of the Employer. Such leave shall be approved or denied within ten working days of receipt of the written request. No reimbursements for CE will be made until completion of the CE units is documented.

The employer shall reimburse employee expenses for travel, tuition, and lodging not to exceed annual amounts set forth in the table below. A travel day may be included as part of the allowable days off as appropriate.

The annual amount limits for part-time professional employees working less than 100% will be on a prorated basis. If the employee has paid such expenses, reimbursement under this section will be made by the Employer within thirty (30) days of acceptance of a reimbursement submission.

Effective at ratification of this contract, all unused CE benefits shall be wiped out and replaced with the new benefits. Continuing Education benefits shall be as follows:

Position	Reimbursable Expenses	Days of CE Leave
Physician	\$1300	5
Dentist	\$1300	5
Nurse Practitioner/CNM	\$950	4
Physician Assistant	\$950	4

Should Management require an employee to attend an education course or an administrative meeting, it shall be considered paid time; and all out-of-pocket expenses to the employee, as described in this section, will be reimbursed by the Management and shall be separate from the allotted CE reimbursement monies. This provision shall not, however, preclude Management from requiring that an employee participate in a CE program needed to bring him or her up to NEVHC standards.

A per diem of \$45.00 per day shall be paid on top of the total reimbursed expenses, when obtaining continuing education involves travel away from home, consistent with NEVHC travel policies and no receipts need be provided to qualify for this reimbursement. Employees shall be able to separate the time and expense of CE and shall be entitled to use both during the year.

Employees may claim CE days/hours for hours that they do not normally work including weekends and evenings up to their annual limit.

Time and expense reimbursement not used at the end of the contract year shall be replaced with the new allocation of time and expenses. "Used during the year" means documentation of completion of Continuing Education course or program during the year.

Employees covered by this contract may attend meetings of professional associations of which they are a member as a part of their total CE allowances, subject to the approval of the employer and under the same conditions as for CE.

If an employee has requested CE consistent with the requirements of this section and is denied twice the use of his/her CE benefit (allowed time and/or expense reimbursement) in the year that it is earned, she/he may roll over the total eligible days and reimbursement denied into the next calendar year. (It is understood that multiple denials of the same days constitute only one denial for the purpose of this section.)

Section 1.1 - Professional License Fees, Association Fees and DEA Reimbursement

Effective at the ratification of this contract, the employer shall reimburse the employee for professional license, and DEA fees. The employer shall also reimburse Association Fees including Board Certification Fees up to a maximum of \$1300 per year per physician or Dentist and up to a maximum of \$550 per nurse practitioner, physician assistant or certified nurse midwife. Reimbursement for part-time professional employees working less than 100% will be on a prorated basis, and Management may require a signed statement that no other third party is reimbursing employee for the pro-rata share being requested from management. The employer shall reimburse the employee within thirty (30) days of acceptance of a reimbursement submission.

To be eligible for reimbursement, the due date for the fee must be during the employee's term of employment. NEVHC will not reimburse for fees paid prior to employment at NEVHC.

Section 2 – Training Programs

Other language notwithstanding, nothing in this agreement shall prohibit NEVHC from participating in graduate training programs on its own or in cooperation with other organizational entities. Such agreements may result in trainees and/or their mentors/preceptors engaging in activities normally performed by Union members. Such agreements may involve a third party paying the salaries and/or associated costs of the trainees and/or their mentors/supervisors. NEVHC shall not make use of any such training programs to substantially reduce or eliminate overall UAPD membership. NEVHC shall not assign bargaining unit members to act as mentor/supervisor or preceptor for program trainees.

Nothing in this section shall be considered to prevent any bargaining unit member of UAPD from agreeing to voluntarily mentor, supervise or precept one or more trainees. Under such circumstances no bonus will be paid.

ARTICLE XX - General Matters

Section 1 - Moonlighting

1.a - Moonlighting Defined

All paid activity which makes use of some or all of the skills which management is paying employee to utilize during their employment at NEVHC shall be considered moonlighting, whether provided under contract to a third party or individually to a first party.

1.b - Policy

Bargaining unit members employed by NEVHC 75% time or more who choose to moonlight shall notify the Medical/Dental Director or their designee within ten business days of accepting such work. Bargaining unit members who work for or accept work from the County of Los Angeles shall notify NEVHC immediately of this employment.

1.c - Conflict of Interest

Under no circumstances will an employee who works for an employer who serves the same catchment area as NEVHC seek to transfer the treatment of any patient from NEVHC to the other organization on behalf of that organization. . If management becomes aware of a conflict in regard to the billing of NEVHC patients they shall immediately contact the employee involved and the Union to investigate the perceived conflict.

Section 2 – Safety

The employer will provide a safe work place and safe working conditions as defined by all relevant Cal OSHA rules and regulations.

The employer shall take all necessary steps to create and foster a safe work environment.

Section 3 – Joint Labor Management Committee

On a quarterly basis, representatives from both the Union and the Employer shall meet in order to confer on issues of mutual interest and concern including, but not limited to, matters of parking security. No more than seven UAPD Provider Representatives shall be released from their regular assigned duties on Employer paid time in order to attend these meetings. The meetings shall last no more than one (1) hour except by mutual consent. Both parties shall provide written agendas of matters to be discussed at least one week before each scheduled meeting. If neither party has any items for the agenda, the meeting shall be deemed cancelled.

Section 4 - Ownership of Income

All income generated from the efforts of employees in their prescribed work duties at NEVHC shall be the indisputable property of NEVHC, regardless of how specific instruments may be made out. This shall specifically apply to,

- Any check from any first or third party for services rendered by employee.
- Any Medicaid or Medicare settlement or reconciliation based in whole or in part on the work of employee.
- Any Incentive payment from Medicare or Medicaid's, Health Information Technology for Clinical Health Act of 2009 (HITECH).
- Any other incentive payments paid for services to NEVHC patients including pay-for-performance incentives and profit sharing or pool distributions from IPAs, Health Plans, Accountable Care Organizations or other third parties with whom NEVHC is or may be affiliated.
- Any payment or honorarium paid for speaking to lay or professional groups if assigned by and on behalf of NEVHC.
- Any payment for participating in clinical trials or research sponsored by third parties on NEVHC property or involving NEVHC patients.

NEVHC may waive its rights to any such payments on a one-time or regular basis on a case by case basis. Such waivers must be in writing and must be signed by the NEVHC Chief Executive Officer.

Section 5 - Performance Evaluation

All regular employees will be reviewed by the Specialty Medical / Dental Director at times and intervals to be determined by Management. These will usually be at the completion of their probationary period and any extension thereto and then on an annual basis. The factors considered in an employee evaluation shall be determined by Management and made available to all employees through the personnel manual and such other mechanisms as shall be found appropriate,

Since performance evaluations are an annual statement of an employee's performance, they should not be considered by either the employee or Management as a substitute for an on-going evaluation of each employee's performance. Per-Diem employees are evaluated as appropriate and at the discretion of the specialty Medical Director.

After completion of the evaluation, the specialty Medical Director meets and discusses the evaluation with the employee. A copy of the evaluation shall be given to the employee. The employee and Specialty Medical Director will sign and date the evaluation and forward it to Human Resources for inclusion in the employee's personnel file.

If the employee does not agree with the evaluation's/he is encouraged to put all objections in written form to accompany the evaluation, but is still required to sign the evaluation as acknowledgement that it was received and discussed. The employee shall have ten (10) working days to submit a response/rebuttal. If the employee submits a response/rebuttal they shall be given a copy of the response/rebuttal after the Specialty Medical Director signs it and it shall be placed in the employees personnel file attached to the evaluation.

Employees may use the grievance procedure to appeal their evaluation. The outcome of any such grievance will be included in the employee's personnel file. Any changes to the evaluation determined during the Grievance Procedure shall be written into the final version of the evaluation.

Information derived from the performance evaluation may be considered when making decisions affecting an employee including, but not limited to, decisions concerning training needs and opportunities, retention, promotion, and transfer requests.

Section 6 - Personnel Files

The employer shall maintain a personnel record for each employee that will include the dates of employment, classification held, salary, and any other material deemed relevant by management.

An employee shall have access to his or her personnel files at times and places to be specified by management. Upon written request, employees shall be allowed supervised access to their personnel file within a reasonable period of time, not to exceed five working days of receipt of the request. The employee shall be provided copies of any document in their personnel file which contains their signature within ten (10) working days of the receipt of an itemized list of documents. Upon receipt of a request signed by union member, the Union Representative shall be allowed to accompany the employee in the inspection of their personnel file.

Employees shall sign all documents where a signature is requested of them, provided that employees shall always have the right to specify that their signature indicates receipt of the document only and not necessarily

concurrence with the contents thereof. Employees shall, upon request, be given, a copy of any document they sign at the time they sign it.

Documents of an adverse nature that, in management's opinion, do not impact patient care, service documentation, billing and collections, or patient or employee safety may be removed from a personnel file after two years, upon written request by the employee or at Management's discretion. The determination of whether or not a specific document is covered by this provision shall be at Management's discretion.

Section 7 – Mileage Reimbursement

Employees required to use their own personal automobiles for Employer business will receive a mileage allowance equal to that approved by the state in an official notice to the company. Such allowance shall automatically change at any time that the State of California allows a different amount to be billed to them. Allowance requests must be accompanied by a valid and current certificate of insurance as well as a valid and current driver's license.

An employee, who travels from one of the Employer's work locations to another during the work day to attend a required meeting, or on another work assignment, will be reimbursed for mileage.

When a UAPD Provider Representative is requested to attend a meeting to represent an employee at a location other than their own, they will be reimbursed for mileage.

Mileage allowance shall be paid to employees along with the employee's first regular paycheck each month. Employees shall not transport patients in his or her personal vehicle.

ARTICLE XXI – Separability

Section 1 - Separability

Should any provision of this Collective Bargaining Agreement be declared illegal or invalid by decision of a Court of Law of any administrative agency, all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect. In the event of any such invalidation, the parties agree to meet and to attempt to substitute provisions for the provisions declared illegal and invalid.

ARTICLE XXII - Successorship

Section 1 - Successorship

The parties agree that in the event that the ownership or management of the facility(is) covered by this Agreement is (are) changed by sale, merger or in any other manner, this Agreement shall be included as a condition of such change or transfer and shall run to its conclusion as the contract of the successor employer. Additionally, the employer agrees to bind the successor employer to hire all bargaining unit employees at the time of transfer, carry over and honor all accrued seniority for all purposes and carry over or cash out all paid time off accounts.

This Agreement shall be fully binding upon the Employer regardless of a change in entity, name, association or joint venture.

ARTICLE XXIII - Duration of Agreement

Section 1 – Duration of Agreement

This agreement shall become effective as of the 1st day of March 2013 and shall remain in full force and effect through and including March 1, 2018 and from year to year thereafter unless either party has served notice in writing upon the other party at least ninety (90) days prior to the termination date or served ninety (90) days' notice at any time thereafter of a desire to cancel, amend, or modify this Agreement.