

SEIU proposal to Healthright360
Reached Tentative Agreement on July 25, 2023

Article 1. Recognition

On December 16, 2019, the Employer, HealthRIGHT 360, recognized the Union (SEIU Local 1021, SEIU Local 721 and SEIU Local 221) and agreed that a bargaining unit of all non-management, non-confidential employees (listed in Appendix A) was established under Section 9 (a) of the National Labor Relations Act (NLRA).

HealthRIGHT 360 recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit.

In the event HealthRIGHT 360 creates or establishes, opens, or acquires any new positions, programs, modalities, sites, or facilities, HealthRIGHT 360 will provide written notice to the Union within thirty (30) days, will add any non-management or non-confidential classifications and positions to the existing recognized statewide bargaining unit, and meet to negotiate the terms of this Agreement as they apply to the newly-covered workers.

HealthRIGHT 360 will provide written notice to the Union of new management or confidential classifications filled ~~on a quarterly basis~~ by separate report with each dues report provided under Article 5—Union Security.

Article 2. Term of Agreement

This two-year agreement covers the period of August 16, 2023, through August 15, 2026, by and between HealthRIGHT 360 (Employer) and the Service Employees International Union (SEIU) Joint Council, comprised of SEIU Local 1021, SEIU Local 721 and SEIU Local 221 (Union), jointly “the parties.”

In consideration of the mutual promises and agreements herein contained, the parties agree to the following:

Article 3. Management Rights

- A. Management of HealthRIGHT 360 is vested in HealthRIGHT 360 management.
1. Determine, plan and direct the use of funding and resources to achieve HealthRIGHT 360's missions, programs, objectives, activities, and priorities;
 2. Determine and direct the means, programs, policies, processes, equipment, facilities, methods and manner by which HealthRIGHT 360's business, affairs, operations, programs, plans, and missions are to be provided, including through implementation, change, or cessation of any element thereof;
 3. Determine the size, composition, and qualifications of the workforce through the recruitment, hiring, development, training, evaluation, promotion, assignment, transfer, reclassification, layoff, demotion, discipline, and discharge of employees for cause;
 4. Determine, modify, and enforce standards of qualification, performance, training, conduct, and safety, and to determine the process by which performance is evaluated;
 5. Determine employee shifts, working assignments, and schedules;
 6. Determine and maintain HealthRIGHT 360's Personnel Policies Handbook, subject to meet and confer obligations, if any;
 7. Determine and take action on any matter in the event of an unforeseeable emergency; and
 8. Determine and modify job classifications and job descriptions.
- B. This Article is not a source of Union or employee rights, and therefore is not subject to the Grievance Procedure contained in Article 26 except to the extent that an exercise of such right is in conflict with another provision of this Agreement.
- C. In the event of the exercise of a management right that materially affects the wages, hours or other terms and conditions of employment of the bargaining unit, the Employer shall provide the Union with fourteen (14) calendar days written notice and meet within fourteen (14) calendar days of the notice to bargain over the effects of the decision.

Article 4. Union Rights

Union Officers and Stewards/Organizers

The Union will notify the Employer of the names of the officers and stewards within 15 business days of the effective date of this agreement. Thereafter, the Union will notify the Employer of any changes to the names of officers and steward within 20 business days.

Duties

~~Upon advance approval by management, Stewards and Officers shall be allowed reasonable release time with pay to be documented in writing approval by the employer~~ for union-related duties including, but not limited to, processing grievances, or to represent unit members in meetings which may result in disciplinary action consistent with Weingarten rights. If steward release time is denied in relationship to a disciplinary action the release time will be rescheduled. If the release time is to represent members in a disciplinary investigation who have invoked their Weingarten rights, the interview of the union member may be rescheduled within a reasonable time for the employee to ensure their representative is available.

Bulletin Boards

HealthRIGHT 360 will designate at least one bulletin board at each worksite that may be used by the Union, provided that the use is restricted to official Union business. The parties acknowledge that bulletin boards might not be available in worksites that are not controlled by the employer.

Union Access

Union staff and stewards or chapter officers will have access to the facilities as follows:

- a. For non-residential sites, Union staff and Union-designated officers will have reasonable access to break rooms, and conference rooms in accordance with site-specific processes.
- b. For residential sites, the Employer and the Union shall meet within thirty (30) days of ratification of this contract to negotiate mutually agreeable alternatives which include but are not limited to: allowing Union-designated staff and officers into the residential break room and/or an alternative location. The Employer will provide reasonable release time for Union-designated employees to facilitate this access.
- c. The Employer will also allow Union representatives after-hours access to mutually agreed upon locations to facilitate discussions with employees.
- d. Union staff will be issued a photo ID identifying them as representatives of the Union from the Employer to identify them when they access facilities.

Joint Union/Management Training

Within six (6) months of the date of ratification of this Agreement and on a date to be mutually agreed by the parties, the designated officers, stewards/organizers, labor representatives, and

managers to be selected by the Employer shall meet for a joint training on contract administration, general discussions on Employer-Employee relations and such other matters as may be mutually agreed by the parties. The Union officers, stewards/organizers shall attend such training on employer paid time.

Union Leave

On twenty (20) business days written notice from the Union, the Employer will grant an employee a leave of absence without pay or benefits contributions for a maximum of ninety (90) days for purposes of doing non-HealthRIGHT360-related Union business. Approval of Union Leave may be subject to reasonable staffing needs. The leave can be extended by mutual agreement between the parties. An employee on Union Leave shall experience no loss of seniority or other break in service. An employee may not be approved for Union leave more than once every twenty-four (24) months and any approved leave may not be taken intermittently. Only one employee per Union local may be on Union Leave at a time.

During the term of this Agreement, the Employer agrees to negotiate with the Union upon request about changing union leave practices to allow Employees to remain in paid status with HealthRIGHT 360 while on leave.

Article 5. Union Security, Dues Deduction, COPE & Indemnification

A. Union Security

It shall be a condition of employment with the Employer that all employees subject to this Collective Bargaining Agreement (“Agreement”) who are members of the Union in good standing as of the later of its effective or execution date, shall remain members in good standing, by paying regular union dues, and those who are not members in good standing as of the latter of the effective or execution date, shall, after the thirtieth (30th) business day following the latter of the effective or execution date, become and remain members in good standing of the Union, or in lieu of union membership pay a financial core nonmember fee ~~an agency fee~~, as determined by the Union. It shall also be a condition of employment that all Employees covered by this Agreement who are hired on or after the later of its effective or execution date, shall, after the thirtieth (30th) business day following the beginning of such employment either become and remain members in good standing of the Union, or pay a financial core nonmember fee ~~an agency fee~~ as determined by the Union.

Within a reasonable time, after receipt of written notice from the Union that an employee’s membership is not in good standing or that they are delinquent in paying the financial core nonmember fee ~~agency fees~~, the employer agrees to terminate employment of said employee. However, if the employee has a legitimate religious reason for not paying dues or an agency fee, Employee shall pay the equivalent amount of the agency fee as determined by the Union to the following nonprofits: American Cancer Society, Doctors Without Borders or Habitat for Humanity. The Employer shall distribute the applicable fees for religious objectors to the nonprofits listed in this paragraph.

The Employer agrees to inform the Union, in writing, on a monthly basis from the date of employment hereunder, of the employee number, first name, middle initial, last name; residential address; work and personal email address (if available); work phone number; personal cell phone number (if available); employee hire date; employee job title; work status (ex: full time, part time, hourly, seasonal, etc.); compensation rate; and date of employment of any employee subject to this Agreement.

B. Dues Deduction

Each pay period, the Employer shall send to SEIU Local 1021, SEIU Local 721, and SEIU Local 221, a list of all employees in the bargaining unit as provided by payroll: first name, middle initial, last name; employee hire date; employee job title; work status (ex: full time, part time, hourly, seasonal, etc.); FTE; compensation rate; gross base pay; and date of employment, employee number, department, and worksite address and the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.). This information shall be sent in Excel format to: MembershipDepartment@seiu1021.org, dues@seiu721.org, and membership@seiu221.org.

Each pay period, the Union shall provide the employer with an “authorized deduction report” which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) within five (5) business days of each payday.

C. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process above.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the same "authorized deduction report" as above of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

D. Indemnification

The Union shall indemnify and hold the Employer, its officers, and employees, harmless from any and all claims, demands, suits, or any other action including all court or arbitration costs arising from the provisions herein.

Requests to authorize the start of or changes to dues or other deductions covered in this section, or to change status regarding such dues or other deductions, shall be directed to the Union designee rather than to HealthRIGHT360. HealthRIGHT360 shall not process any dues, COPE or other change requests that may come directly from an employee in the bargaining unit but agrees to forward such request to the Union designee.

Article 6. No Strike/No Lockout

Protection of Rights (Employer and Union Responsibility)

Responsibility

The Employer and the Union pledge to abide by all regulations mutually agreed upon and to give each other fullest cooperation in order that harmonious relations may be maintained in the interest of both the Employer and the employees.

Lockout

The Employer agrees not to engage in any lockout during the term of this Agreement.

Strikes

The Union agrees not to engage in any strikes, or other economic action against the Employer during the term of this Agreement.

Article 8. Probationary Period (Initial, Promotion or Transfer)

A probationary period will be established for all employees who are newly hired, transferred, or promoted.

Initial Probation

All newly hired employees shall be on probation during their first one hundred and twenty (120) days of employment for new employees. New hires in the probationary period may be disciplined or discharged without being subject to the just cause provision of this Agreement and there shall be no access to the grievance procedure for discipline or discharge during the initial probation period. During probation, an employee accrues and can use paid time off (PTO).

Upon successful completion of the probationary period, the employee will be a regular employee with full benefits and rights provided for in this Agreement.

Probation for Promotion or Transfer

Employees who promote or transfer voluntarily to classifications in this bargaining unit only shall serve a probationary period, not to exceed thirty (30) days from the date of promotion or transfer. Employees who do not successfully complete the probationary period shall return to their former bargaining unit position or to a position comparable to the one from which they were promoted or transferred. This Section shall not apply to non-probationary employees who are transferred involuntarily.

Extension of Probation

In limited cases where there is insufficient information to make a final determination on the probationary period, this probationary period may be extended for a period of up to thirty (30) days from the end of the initial probationary period upon mutual agreement by the Union, the employee, and the Employer.

Article 7. New Employee Orientation Onboarding.

~~Once a month, on either the last business working Friday of each month~~ During the regular bi-monthly new employee onboarding process scheduled by the Employer, or on another mutually agreed upon time, representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, via video conference/teleconference or in-person and present written materials, to orient new employees to the Union for which attendance by the new hires is mandatory, at a time designated by the Employer. ~~It shall be at the Union's option whether to hold the New Employee Orientation in person, consistent with the terms of this paragraph. The Union shall decide whether to attend the New Employee Onboarding in person or virtually, and will let the employer know at least 1 business day which option was chosen.~~ Prior to the meeting, the Employer will provide the Union written notice of ~~date of the new employee orientations, names, titles, contact information, locations, of new hires expected to participate in the new employee orientation.~~ No representative of management shall be present during the Union's presentation. Release time not to exceed three (3) hours per steward per onboarding shall be granted for one steward from Local 1021, one steward from Local 721 and one steward from Local 221 to conduct the new employee ~~orientations~~ onboarding. "New hires" shall be defined to include any employee new to the Union, including, but not limited to, through accretion or promotion/demotion. If the newly hired employee is unable to attend the ~~monthly union orientation onboarding, the Union shall be provided up to thirty (30) minutes to meet with the new hire(s) within thirty (30) days of employment. they will attend the next scheduled onboarding. they will attend the next monthly orientation.~~

HealthRIGHT 360 shall include in their new hire packet and distribute at the new employee ~~orientations onboarding~~: the current Union membership and COPE forms as provided by the Union, a copy of the link to the Collective Bargaining agreement and the contact information of the Union Representative.

Article 9. No Discrimination

Discrimination Prohibited

HealthRIGHT 360 shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, child birth, medical conditions related to pregnancy and child birth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, physical or mental disability, medical condition (including cancer related or genetic characteristics), genetic information (including family medical history), HIV status, status as a covered military or veteran, as well as state military and naval service), political affiliation, age over 40, citizenship, or any other protected class under local, state, and federal law. This provision is intended to be consistent with the provisions of applicable local, state, and federal law.

No Discrimination on Account of Union Activity

Consistent with the law, neither HealthRIGHT 360 nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Union activity.

Whistleblowing/Retaliation

HealthRIGHT 360 will comply with all applicable federal, state and local legislation that protects employees who disclose information concerning any aspects of their employment, except where disclosure of information is contrary to the law such as, but not limited to HIPAA and 42 CFR Part 2.

Union Representation in Cases of Workplace Harassment.

In a meeting where management is investigating a formal complaint made by an employee over workplace harassment based on a category listed in this Article, the employee making the complaint has the right to have a shop steward or union representative present in the meeting.

Article 10. Seniority

Seniority shall be defined as continuous length of service with the Employer based on the most recent date of hire except, however, if an employee separates from employment voluntarily and reinstates within in one hundred and eighty (180) calendar days from the first date of separation, seniority shall not be considered broken.

For the purposes of this Article, "Employer" shall be defined as HealthRIGHT 360 and any entity acquired by or merged in whole or part with HealthRIGHT 360, in which the entity's employees become employees of HealthRIGHT 360.

Article 11. Layoff, Recall, & Severance

Order of Layoffs

In the Event of Contract Loss or Loss of Funding

When the Employer loses a contract or a contract is terminated by a funder, or there is a loss in funding, layoff of employees in such program(s) and/or specific positions within the affected program shall occur as follows:

- A. At least thirty (30) calendar days prior to the layoff of employees, ~~or with as much notice as feasible based on the notice from the funder, where practicable,~~ the Employer shall provide a written notice to the affected employees and the Union regarding its intent to lay off employees, and shall, upon request of the Union, meet with the Union to bargain over the effects of such layoff on the bargaining unit.
- B. Employees will be afforded the opportunity to interview and transfer to other positions in the organization. In the event that two or more similarly qualified employees apply for the same position, the principle of seniority shall govern, provided that all applicants meet the minimum qualifications for the position.

In the Event of Other Reductions in Force

When the Employer decides to implement a reduction in positions within a program ~~for any reason other than loss of funding or contract loss, or the program is closed or reduced for any reason, is determined to be necessary,~~ layoff of employees in such program(s) and/or specific positions within the affected program shall occur as follows:

- A. At least thirty (30) calendar days prior to the layoff of employees, the Employer shall provide a written notice to the affected employees and the Union regarding its intent to lay off employees, and shall, upon request of the Union, meet with the Union to bargain over ~~regarding~~ the effects of such layoff on the bargaining unit. The Employer shall consider alternatives to the layoff as may be proposed by the Union.
- B. Prior to any layoffs within a designated program, other employees in the same program in the same affected positions shall be afforded the opportunity to volunteer for layoff first. Such volunteers will be accepted for layoff only if the Employer determines that the remaining employees include employees with sufficient experience, skills, and ability to perform the remaining work.
- C. In the event of layoffs, the principle of seniority shall govern, therefore, the last employee hired into the bargaining unit classification affected by the layoff in the same program shall be the first employee laid off provided the remaining employees by virtue of prior training and experience can perform the work. An employee who is subject to layoff as the least senior person in the classification affected may, within five (5) business days upon receipt of the written layoff notice, on a one-time basis elect to move into a vacant position within the bargaining unit elsewhere in the Agency provided that the employee meets the minimum

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qualifications.

D. An employee who transfers into a lower paid classification will move to the closest step to the employee's current step range.

Reinstatement List

Employees who are laid off shall be placed on a reinstatement list, for a period of twelve (12) months from the date of layoff. Recall from layoff shall be in reverse order of layoff; that is, the last employee laid off that can perform the available work shall be the first recalled.

Recall

Employees who are being recalled to duty will be notified in writing and are required to respond to the Employer within five (5) business days of the date of notification. It is the employee's responsibility to notify the Employer of any change of address. Failure of an employee to respond within the time limits shall be considered a refusal of the offer and a forfeiture of the employee's recall rights.

Severance Pay

~~Employees subject to layoff shall receive at least two weeks of severance pay plus one additional week per year of service.~~ Severance pay shall be subject to meet and confer over impacts of a noticed layoff. **The Employer will offer severance pay to the extent feasible based on the funding of that program. Where the funding of a particular program allows for severance pay as determined by the Employer, severance pay will be offered.**

For SEIU

For HR360

Article 12. Personnel Files

HealthRIGHT 360 shall maintain one official personnel file per employee. Employees shall have the right to inspect and review any documents in their official personnel files. The contents of such records shall be made available to the employee for inspection and review, during regular business by scheduling an appointment in advance with the Human Resources Department at least twenty-four (24) hours in advance, unless otherwise agreed to by the parties during the regular business hours. Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in the employee's personnel file shall be given to the employee who shall have the right to respond in writing to said documents within twenty (20) business days of receipt of such documents.

Employees shall be provided an opportunity to respond in writing to any information that is in the employee's personnel file about which they disagree. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent personnel record, within twenty (20) business days of inclusion in the personnel file.

Employees may authorize, in writing, their Union representative to inspect, review and obtain copies of their personnel records in their official personnel file. Employees shall utilize the organization's Release of Information (ROI) form for the employer to provide the Union with the employee's record.

Article 13. Job Descriptions

When hired, each Employee will receive a copy of their job description. HealthRIGHT 360 will maintain all job descriptions in a reasonably accessible online location.

Article 14. Vacancies & Position Posting

It is the goal of HealthRIGHT 360 to support career development and encourage employees to seek new opportunities for growth and advancement within the agency.

All classifications covered by this Agreement that become vacant, or any newly created position that is to be covered by this Agreement, shall have internal candidates be given exclusive consideration for seven (7) calendar days except where there are no internal candidates that meet the minimum qualifications. All position postings shall include the title, department, location, rates of pay, work schedule, special qualifications required if any, and job description. All vacant positions shall be posted on the Employer's webpage for seven (7) calendar days.

Bargaining unit employees shall be given consideration in filling vacancies, if they are qualified in the sole judgment of the Employer, and provided, further, that such consideration does not conflict with the Employer's inclusion and equity commitment to reflect the communities that we serve, Equal Employment Opportunity Policy, and does not conflict with the requirements of the Employer's contracting agency.

All qualified internal applicants shall be given an interview. If an internal applicant is not given an opportunity to interview, the hiring manager shall provide timely notification in writing with the specific reasons for their lack of qualifications.

An employee who has promoted or transferred to a new bargaining unit position may elect to return to their prior position for thirty (30) days from the date of promotion or transfer.

~~Current managers may not prohibit staff from applying for transfers or promotions. Current managers may not keep qualified employees who have been offered a transfer or promotion to another open position from transferring/promoting for an unreasonable period of time.~~

Employees who have been offered a transfer or promotion will transfer/promote after a full pay period has elapsed from the point of acceptance of offer, unless otherwise agreed to by mutual agreement of the employee and management.

Article 15. Performance Evaluations

Employee Performance Evaluations will be conducted each year. If the Employer does not complete the evaluation, the evaluation will be deemed satisfactory. The purpose of the evaluation is to review the previous year's work and provide employees with feedback on their strengths and value to the organization, and to provide an employee with feedback on possible areas of professional development or growth. Employees who disagree with their evaluation may choose to write a rebuttal that will be added to their personnel file. The annual employee performance evaluation will also include discussion of employee's career development goals, and an opportunity for employees to discuss support or training which will enhance the employee's career.

The annual employee evaluation is a tool for growth of the employee and the program. The annual evaluation meeting shall not to be used as a disciplinary meeting. Performance evaluations are not subject to the grievance process.

Article 25. Just Cause and Discipline

An employee who has successfully completed a probationary period will not be disciplined or discharged without just cause. Verbal or written counseling memos shall not be considered discipline. The principle of progressive discipline will govern to give the employee notice regarding problems with their conduct or performance and an opportunity to correct. However, progressive discipline may be bypassed depending upon individual circumstances and the nature of the violation (e.g., gross misconduct; physical abuse of staff and/or patients; fraud; destruction and/or theft of HealthRIGHT 360 property).

Written notices of discipline or discharge shall include the events or actions for which the notice is being issued. An employee shall receive such notices during the employee's regularly scheduled work schedule except in cases where issues of harassment and safety are at issue.

An employee may request the attendance of a union representative or a shop steward prior to or during an investigatory interview where the employee reasonably believes discipline may result from such investigatory interview or where disciplinary actions may be taken.

Disciplinary investigations will be started within ten business days of the Human Resources Department having knowledge of the issue that may give rise to discipline.

Employees may be placed on administrative leave during a disciplinary investigation and such administrative leave will be paid and will not last longer than six weeks and may be extended by mutual agreement.

Warning notices shall not be used as a basis for discipline after a period of 10 months.

Article 16. Scheduling & Hours of Work

For purposes of this Section, time worked includes any time in paid status.

Meal & Rest Periods

In accordance with State and Local law, non-exempt employees will be entitled to an unpaid 30-minute meal period for any shift longer than six hours, and a paid 15-minute rest period for every four-hour increment of their shift. Missed meal and rest breaks will be paid as hours worked in accordance with this Agreement. HealthRIGHT360 facilities may require a meal period longer than 30 minutes but not more than a maximum of 60 minutes.

Employees who do not receive an uninterrupted rest or meal period for which they are entitled will receive one hour of penalty pay for each missed meal or rest break paid at the straight time rate, up to a maximum of two per shift.

Employees must notify their supervisor by email if they have missed their meal and/or rest break by the end of the pay period in which they missed their meal and/or rest break. Employees who fail to report their missed meal and/or rest break in good faith within the required time frame will not be subject to discipline.

Overtime Rate

The overtime rate for non-exempt hourly employees shall be one and one-half (1½) times the straight-time rate for work performed in excess of eight (8) hours ~~in a~~ in the Employer 24-hour period defined 24-hour workday for payroll purposes, or over forty (40) hours in a workweek, unless on an approved alternate schedule.

Non-exempt hourly employees will receive overtime pay for all hours worked on the seventh consecutive day in paid status.

Double-time Overtime Pay

Non-exempt hourly employees will receive double time pay for work performed in excess of twelve hours per day. They will also receive double time overtime pay for hours worked beyond eight on the seventh consecutive day of the work week. Double time overtime pay is two times the employee's regular hourly rate of pay.

Assignment of Overtime

Prior to assigning mandatory overtime, overtime hours must be offered to qualified employees who have volunteered to work the overtime in the program requiring overtime, upon written approval of management, except in cases where an unanticipated holdover occurs.

HealthRIGHT 360 will continue the current practice of soliciting employees to volunteer to work overtime at other worksites.

Work Schedules

An employee's work schedule will not be changed without a two-weeks' notice except in cases of unforeseen emergencies. At the request of the employee, scheduling changes may be considered by the supervisor and changed by mutual agreement. Work schedules will be posted with two weeks' prior notice in two-week scheduling blocks.

If shifts/schedules become vacant at that worksite, they will be posted and awarded in seniority order among qualified employees at that worksite.

Alternative Work Schedules

Employees interested in alternative work schedules such as 4/10, ~~or 9/80~~, or 3/12 can make a written request to Human Resources and such requests will ~~not be unreasonably denied.~~ be considered.

In the event that an alternative work schedule is adopted for any individual or program, Healthright360 will provide written notice to the union and an opportunity to bargain upon request.

Twelve (12) Hour Shifts

~~Employees in a program or site that operates on a 24/7 schedule may request to switch to a schedule where each full-time employee will work three 12-hour shifts per week, provided a majority of the employees in that classification at that site agree. Employees on such schedule will receive the same benefits and accruals as all other full-time employees.~~

~~Employees on a 12-hour shift schedule will be paid overtime at time and one-half for all time worked in excess of 12 hours in a day or over forty (40) hours in a week.~~

Reporting Pay

An Employee who ~~reports to work~~ is asked to report to work, or reports for their scheduled shift will be provided with a minimum of four hours work or pay.

Makeup Time

Nonexempt employees may take up to 3 hours off in a workweek for personal obligations with their manager's permission. This time must be made up on another day within the same workweek by working the same number of hours the employee took off. There is no overtime pay for this makeup time. In order to take or use makeup time, the employee must make a written request to the manager in advance and must receive a response granting permission.

On-Call Employees Conversion to Regular Status

Employees in an on-call or temporary status who work on average more than thirty (30) hours per week for twelve (12) consecutive months will automatically convert to a part-time or full-time status position.

Article 17. Family Care and Medical Leave/FMLA/CFRA

Employees will be granted family care and medical leave in accordance with the California Family Rights Act ("CFRA") and the federal Family and Medical Leave Act of 1993 ("FMLA") and in accordance with applicable Employer policies.

Eligibility:

To be eligible for family care and medical leave, an Employee must have worked for at least 12 months prior to the date on which the leave is to commence and have worked at least 1250 hours during the 12 months preceding the leave. The 12 months of employment do not have to be consecutive; time previously worked can be used to meet the 12-month requirement. Eligibility is calculated based on a rolling-year method to calculate each 12-month period. This means that the amount of family leave time that an employee has available at any given time depends on the amount of family leave time the employee has taken in the preceding 12-month period.

FMLA/CFRA Leaves:

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid, job-protected leave in a 12-month period for one or more of the following reasons:

- for the birth of your child, and to bond with the newborn child (if the family care leave is for the birth, adoption or foster care placement of a child, the employee must initiate the leave within one year of the birth, adoption, or placement);

- for the placement with the employee of a child for adoption or foster care, and to bond with that child;

to care for an immediate family member (FMLA and CFRA: spouse, child, or parent; CFRA only: domestic partner, parent-in-law, grandparent, grandchild, sibling, or designated person) with a serious health condition;

- to take medical leave when the employee is unable to work because of a serious health condition; or

- for qualifying exigencies arising out of the fact that the employee's spouse, domestic partner (CFRA only), child, or parent is on covered active duty or call to covered active-duty status as a member of the National Guard, Reserves, or Regular Armed Forces ("Qualifying Exigency Leave"). FMLA also allows eligible employees to take up to 26 workweeks of unpaid, job-protected leave in a "single 12-month period" to care for a covered servicemember with a serious injury or illness ("Military Caregiver Leave").

If the need for leave (other than Qualifying Exigency Leave) is foreseeable, an employee who plans to take FMLA/CFRA leave must give HealthRIGHT 360 at least 30 days' notice of the start date and estimated duration of their leave. If the event requiring the leave becomes known to the employee less than 30 days prior to the leave requested date, the employee shall provide HealthRIGHT 360 with as much advance notice as possible. The employee should fill out a Request for LOA form, and submit any required documentation to Human Resources.

Continuation of Benefits

While an employee is on an approved FMLA/CFRA leave, HealthRIGHT 360 will maintain the employee's medical and dental benefit coverage and will continue to pay premiums for the comprehensive disability insurance, life insurance, and AD&D benefits. The employee is responsible for paying their share of their health insurance premiums. The employee will not accrue any additional contributions towards their 401(a) plan while the employee is out on an unpaid FMLA/CFRA leave. Any accrued contributions previously earned by the employee will be paid towards their 401(a) plan while the employee is out on an unpaid FMLA/CFRA leave when annual distributions are made.

Entitlement

Employees are also entitled to return to their same position or to an equivalent position at the end of their leave with equivalent pay, benefits, and other employment terms, to the extent required by law..

Except where otherwise prohibited by law, employees on leave must first use accrued PTO while on leave, but may leave up to 40 hours in their PTO bank for future use. PTO does not accrue while in unpaid status, and the employee will not be entitled to paid holidays while they are on FMLA/CFRA leave.

Employees may take Employee Medical, Family-care, and Military Caregiver on an intermittent or reduced work schedule basis if medically necessary. Intermittent leave is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period, and may include leave periods from an hour or more to several weeks. If the intermittent leave is foreseeable, HealthRIGHT 360 may temporarily transfer the employee to an available alternative position with equivalent pay and benefits if the employee is qualified for the position and the position better accommodates recurring periods of leave than their regular job. Reduced schedule leave entitles the employee to reduce their usual weekly or daily work schedule. Qualifying Exigency Leave also may be taken intermittently or on a reduced schedule. Birth/Placement leave must generally be taken in periods of at least two weeks' duration, except on two occasions an employee can request such leave for a period of less than two weeks' duration.

Pregnancy Disability Leave (PDL)

Pregnancy Disability Leave Entitlement

In accordance with applicable Employer policies, employees disabled by pregnancy, childbirth, or related medical conditions may take up to four work-months of job protected leave, which need not be taken in one continuous period of time. Employees also may be entitled to reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions upon request. A request for reasonable accommodation or transfer must be supported by the written certification of the employee's health care provider that such an accommodation or transfer is medically advisable.

The maximum amount of leave which may be taken under this policy is four (4) months from the date of disability. Multiple disability leaves for the same pregnancy will be combined for purposes of calculating the four (4) months.

If an employee requests pregnancy disability leave, the employee must give HealthRIGHT 360 written verification from their health care provider that they are or will be disabled. Employees will not be penalized in any respect for taking pregnancy disability leave. Under certain circumstances, the employee may be able to extend pregnancy disability leave or transfer for up to an additional two months.

An employee who plans to take pregnancy disability leave must give HealthRIGHT 360 at least 30 days' notice of the start date and estimated duration of their leave if possible, or as or as much notice as is practicable under the circumstances. The employee should fill out a Request for LOA form, and submit any required documentation to Human Resources.

Employees may elect to use accrued PTO as part of pregnancy disability leave.

Transfer

An employee who is pregnant, or who has related medical conditions, may request a transfer to a less-strenuous/hazardous position and every effort to accommodate the request will be made.

Integration with family care/medical leave

Pregnancy disability will be counted against the employee's federal family care/medical leave entitlement. Pregnancy disability leave will not be counted against entitlement to leave under CFRA.

Pay and Benefits

Pregnancy Disability Leaves generally are unpaid. You will be required to use any accrued sick leave and may elect to use any accrued PTO during a Pregnancy Disability Leave. PTO does not accrue while in unpaid status.

While an employee is on an approved Pregnancy Disability Leave, HealthRIGHT 360 will maintain the employee's medical and dental benefit coverage under the same conditions as if the employee had continued to be actively employed for a maximum of four months and will continue to pay premiums for the comprehensive disability insurance, life insurance, and AD&D benefits. The employee is responsible for paying their share of their health insurance premiums. The employee will not accrue any additional contributions towards their 401(a) plan while the employee is out on an unpaid leave. Any accrued contributions previously earned by the employee will be paid towards their 401(a) plan while the employee is out on an unpaid FMLA/CFRA leave when annual distributions are made.

Return to Work

Employees will, to the extent required by law, be reinstated to their original job, pay rate, and FTE, or if that is not possible, to an equivalent position. However, employees have no greater rights to reinstatement or to other benefits and conditions of employment than if they had not taken the Pregnancy Disability Leave.

Article 18. Worker's Compensation Benefits and Leave

Bargaining unit employees who have suffered a work-related illness or injury shall be eligible to receive worker's compensation benefits and leave in accordance with State law and this agreement. Employees on workers comp shall have the right to union representation by a union representative or steward during any meetings with Human Resources related to their leave. If an employee is injured on the job and must see a medical provider, they must see a preferred provider from the Medical Provider Network (MPN), unless they specify in writing, in advance, the name of an alternate physician/medical provider on the "Physician Pre-Designation" form.

Employees who are injured on the job will be granted a leave of absence upon certification by a medical provider for the duration of their work-related injury. Employees should notify their manager of any work-related illness or injury, no matter how minor, as soon as it occurs. To apply for a leave of absence due to a Workers' Compensation injury, the employee must request a "Leave of Absence Request" form from Human Resources.

Employees do not receive Workers' Compensation until they have been absent three days after treatment by a health care provider, or hospitalized, whichever comes first. Therefore, employees would have to use accrued unused paid time off, if available, in order to be paid for the first three days of absence due to a job-related injury or illness. Exceptions to this rule, consistent with state law, if you are off work due to a COVID related work exposure, then the waiting period is waived until September 30, 2021, unless extended by the state.

Employees on worker's comp leave may elect to use accrued PTO to supplement worker's comp payments. Time off for a work-related injury will count towards the employee's FMLA/CFRA allotment, if the injury meets the definition of serious health conditions under FMLA/CFRA.

Workers' Compensation leave will terminate as soon as the employee's health care provider certifies that the employee is eligible to return to their position, with or without reasonable accommodation. At this time, the employee will be reinstated into their position or, if the return to work is with restrictions, to an "alternative position" for which the employee is qualified within the limitation of an established disability. If the employee is found to be unable to return to any position within HealthRIGHT 360, the employee may be eligible for vocational rehabilitation benefits or supplemental job displacements benefits (SJDB) vouchers.

In accordance with FMLA, Medical and Dental benefits continue for the first three months of the employee's Workers' Compensation leave. These benefits will terminate after the first three months of the leave, at which time the employee will be eligible to continue benefits under COBRA.

The employee will not accrue any additional contributions towards their 401(a) plan while the employee is out on an unpaid leave. Any accrued contributions previously earned by the employee will be paid towards their 401(a) plan while the employee is out on an unpaid FMLA/CFRA leave when annual distributions are made.

PTO will not accrue while the employee is on a Workers' Compensation leave of absence. The employee will not be entitled to paid holidays while on a leave of absence. The employee will be credited with service for the duration of the leave period.

Article 19. Other Leaves

The following leaves will be administered in accordance with applicable Employer policies.

Bereavement Leave

Employees shall be granted up to ~~3~~ five (5) workdays of paid, non-consecutive bereavement leave, in the event of the death of an immediate family member or cohabitant ~~within a 150-mile radius of place of employment and up to 5 days off with pay to attend funeral services outside a 150-mile radius of place of employment.~~ For the purpose of bereavement leave "immediate family member" includes cohabitant, spouse, domestic partner, children, parents, siblings, grandparents, grandchildren, aunts, uncles, cousins, parents-in-law, sibling-in-law, and the parents and siblings of a domestic partner or spouse. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships. Employees may also designate a person, which means any individual related by blood or whose association with the employee is the

equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. Requests for additional time off will be approved on a case-by-case basis. Additional time off is unpaid; employees must use any available PTO hours for approved extensions of bereavement leave. Employees may be required to provide proof of the need for bereavement time as needed.

In the event of the death of a HealthRIGHT 360 client with whom the employee had a professional relationship with or resided at or received care at their worksite, employees may be granted up to one workday of paid bereavement leave, contingent upon program staffing, to attend services held during the employee's regularly scheduled workday. This is in addition to any time taken to attend a additional HealthRIGHT 360-organized memorial.

Employees may take up to three days of ~~unpaid leave or use~~ PTO in the event of the death of a pet. In the event that the Employee does not have any PTO left or an insufficient PTO balance, the Employee may take up to three (3) days of unpaid leave. The total leave time per pet will not exceed three (3) days.

Jury Duty/Witness

Jury Duty/Witness leave will be granted as required by law and in accordance with the following provisions. An employee who is called to jury duty or subpoenaed as a witness will notify their manager and provide a copy of their summons and/or subpoena. For regular, full-time employees who are called for jury duty, HealthRIGHT 360 will pay the employee their regular wages less the amount of jury pay they receive for five working days. Exempt employees will also be granted jury duty leave, which will be paid or unpaid depending upon the length of jury duty service. The salary of exempt employees will not be reduced for any week in which they perform any work and also serve on a jury. Employees are expected to be at work whenever the court does not require their presence. At the end of the employee's jury service, the employee must provide HealthRIGHT 360 with a jury slip.

Voting Time

Employees who are unable to vote outside of regular working hours to vote may take time off for this purpose, either at the beginning or the end of the work shifts. The employee must give their manager at least two working days' notice. No more than two hours of this time off will be paid.

School Visits

An employee who is the parent, guardian, stepparent, foster parent, or grandparent of, or who stands in loco parentis to, one or more children of the age to attend kindergarten or grades 1 through 12 or a licensed child care provider (collectively "parent(s)"), is entitled to take up to 40 hours each school year off from work, per child, to participate in the activities of the

child's school or licensed childcare provider. Such time off will be provided to (1) find, enroll, or reenroll the employee's child or grandchild in a school or with a licensed child care provider; (2) participate in activities of the school or licensed child care provider; and/or to (3) address a child care provider or school emergency. The employee must give reasonable notice of the planned time off to their manager. Time off for school visits is unpaid and employees may elect to use any accrued paid time-off for this purpose or take the time off without pay.

If both parents are employed by HealthRIGHT360, the parent who first gives reasonable notice to HealthRIGHT360 of the need for time off to participate in the child's school activities is entitled to take the time off. The other parent will be entitled to participate in the school activities at the same time subject to approval from HealthRIGHT360.

An employee who is a parent of a child may also take off additional time as may be necessary to attend their child's or grandchild's school in order to discuss their child's or grandchild's possible suspension or expulsion (not limited to 40 hours per year). The employee is entitled to take PTO or unpaid time off for this purpose. Employees will give the manager reasonable notice of the need for time off when possible. Employees may be required, after their school visit, to provide HealthRIGHT 360 with documentation of the date and time of the school visit(s).

Domestic Violence Witness Time

Any employee who is a victim or a covered family member of a victim of a crime may take time off to attend judicial proceedings related to the crime. "Covered family member" includes the employee's child, stepchild, spouse, registered domestic partner, parent, stepparent, parent-in-law, parent of employee's registered domestic partner, sibling, step-sibling, half-sibling, and any other individual whose close associate with the employee is equivalent of these family relationships.

Time off for this purpose is unpaid, unless otherwise required by law. Employees may but are not required to use accrued PTO for this leave.

Leave for Victims Of Domestic Violence, Sexual Assault, Stalking, And Other Crimes Or Abuses Leave

Any employee who is a victim of domestic violence, sexual assault, or stalking, or who is a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury, or whose immediate family member is deceased as the direct result of a crime may take time off to obtain judicial relief to help ensure the health, safety or welfare of the employee or their child.

An employee may also take time off for any of the following: (1) to seek medical attention for injuries caused by domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law; (2) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law; (3) to obtain psychological counseling related to an experience of domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law; or (4) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law.

If an employee needs time off on account of domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law, they should notify their supervisor as soon as possible so that arrangements to accommodate the absence may be made. If advance notice is not possible, the employee must provide appropriate written certification of the reason for the absence upon return to work.

HealthRIGHT 360 will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account of domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law.

Time off on account of domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law is unpaid. However, employees may elect to use any accrued sick time or PTO for the otherwise unpaid leave.

Time Off for Volunteer Fire Fighters, Reserve Peace Officers and Emergency Rescue Personnel

Employees may be granted time off to perform emergency duty as volunteer fire fighters, reserve peace officers and emergency rescue personnel. An employee who is a volunteer fire fighter, a reserve peace officer, or an emergency rescue personnel, should notify both Human Resources and their manager that they may require time off for emergency duty. If the employee needs to take time off for emergency duty, the employee will give the manager as much notice as possible. Time off is unpaid and employees may elect but will not be required to use PTO for this purpose. Employees may be required to provide proof of they need for this time off.

Religious Holidays

Unless it causes undue hardship, employees may be granted time off to observe religious holidays that do not require an unreasonable amount of time away from work. Time off for religious holidays is unpaid (accrued PTO may be used) and should be requested at least two weeks prior to the holiday. If several employees request the same days off for religious holidays,

HR360 Proposal
November 6th, 2023

HealthRIGHT 360 reserves the right to grant only that number of requests that does not pose an undue hardship.

Military Leave of Absence

The Employer will comply with applicable State and Federal law related to military leave and military families.

Article 20. Time Off

Paid Time Off (PTO)

The following policy is applicable to regular full-time and part-time employees, as well as on-call and temporary employees.

Entitlement

Paid time off (referred to as PTO) accrual and scheduling are based on anniversary years.

Accrual

Regular full-time employees accrue PTO hours per pay period according to the table below. Regular part-time employees accrue PTO on a pro rata basis, according to the employee's FTE, and may accrue a pro rata maximum amount of PTO. There is no waiting period; PTO hours begin to accrue during the first pay period of employment.

Employees rehired within twelve (12) months of the last date of employment will be credited for prior service to HealthRIGHT360 for the purpose of determining accrual rates. If the time elapsed between employment period is twelve months or longer, the re-hired employee will accrue PTO hours as an employee with 0-24 months' service to HealthRIGHT360, according to the table below.

Accrued PTO may not exceed one and a half times the annual entitlement. Once this maximum is reached, all further PTO accruals will cease. PTO accruals will resume after the employee has taken enough time off to bring the PTO hours below the minimum. -Employees may cash out PTO for hardship as provided for in the employee handbook.

Paid Time Off

For the purposes of PTO accrual, any hours out on PTO, and/or on paid administrative leave will count as hours worked.

Months with HR360	Hours per pay period	Maximum Hours cap	Days per year	Maximum cap in days
0 to 24	5.333	204	17	25.5
25 to 48	6.667	240	20	30
49 to 72	7.667	276	23	34.5
73 to 96	9.000	324	27	40.5

Months with HR360	Hours per pay period	Hours cap	Days per year	Annual cap in days
0 to 24	5.333	160	16	20
0 to 48	6.667	190	20	25
49 to 72	7.667	230	23	29
73 to 96	9.000	270	27	34

<u>Months with HR360</u>	<u>Hours per pay period</u>	<u>Hours cap</u>	<u>Days per year</u>	<u>Annual cap in days</u>
0 to 24	8	240	24	30
25 to 48	9	272	27	34
49 to 72	10	304	30	38
73 to 96	12	360	36	45

On-call employees accrue one hour of PTO for every thirty (30) hours worked.

Approval and Use

Advance approval is necessary for all time off requests except for illness or other emergencies. Employees ~~should~~ must submit time off requests in the timekeeping system with at least four (4) weeks' notice. The employee's supervisor shall approve or deny requested PTO within ten (10) calendar days, or the request shall be granted as submitted. Employees may request PTO with less than four weeks' notice, and their supervisor may approve. Employees may request PTO with less than four weeks' notice, and their supervisor may approve such requests based on operational needs.

Prescheduled vacation dates using PTO are granted on a first come first serve basis.

PTO pay is based on the regular wages for the employee's normal workweek. If a paid Holiday falls during time when the Employee is using PTO hours, it shall not be charged against the PTO leave.

Employees may use PTO for their own illnesses or medical appointments, or to provide care or assistance to a child, parent, legal guardian or ward, sibling, grandparent, grandchild, spouse or a registered domestic partner, including persons in these categories whose relationship results from adoption, step-relationships or foster care relationships. If the employee does not have a spouse or registered domestic partner, the Employee may designate one person to whom they may use PTO to aid and care for.

HealthRIGHT360 may request reasonable documentation of use of PTO for sudden absences of three consecutive work days or longer.

Employees are only allowed to use accrued PTO earned through the previous pay period. The only PTO hours that are available for use are the hours reflected in the PTO balances as of the previous pay period.

Protected Leave Pay Extension (PLPE) for Ten-Year Plus Employees

HealthRIGHT360 employees with ten or more years of service to the Agency will automatically be given 120 PLPE hours on their anniversary date.

These PLPE hours are to be used for the purpose of supplementing pay during what would otherwise be an unpaid portion of a job protected leave under the PTO caps above. These hours may only be used once an employee has exhausted their accrued PTO hours and is out on a protected leave of absence. Once an employee's PLPE hours have been exhausted, PLPE hours will accrue at a rate of 1 hour per pay period for a maximum accrual of 24 hours per year, not to exceed a total of 120 hours.

Unpaid Time Off

Employees may schedule up to ten (10) scheduled work days of unpaid time off per year. ~~Salaried employees may use their unpaid time only after exhausting all available PTO or Float Time, to be used and scheduled in the same manner as regular PTO. Hourly employees have the option to designate any combination of days as paid or unpaid time to be used and scheduled in the same manner as PTO.~~

Paid Holidays

Regular full-time or part-time employees, are entitled to 15 paid Holidays during the calendar year, holidays will be paid at a maximum rate of eight (hours) per holiday or on a pro-rata basis. Part-time employees who do not work on a recognized holiday will be compensated for the day on a pro-rata basis. Regular full-time or part-time employees who are not scheduled to work on the holiday will be given the day off with pay at their regular rate of pay.

Bargaining unit employees who are scheduled to work on one of the holidays listed here will have the choice to be paid either double time for all time worked on the holiday or the substitution of a different day with pay. The substitute day off must be taken within the same pay period ~~thirty (30)~~ days of the holiday. Managers must ensure that any employee who chooses to substitute their holiday is able to do so within the same pay period of the holiday.

Holidays will be observed on the legally designated day for employees in seven-day a week locations. For non-seven-day a week locations, holidays falling on Saturday will be observed on the preceding Friday and holidays falling on Sunday will be observed on the following Monday.

The 15 paid holidays are:

2 Floating Holidays

New Year's Day

Martin Luther King's Birthday

President's Day

Cesar Chavez Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Indigenous People's Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving Day

Healthright360 PTO Counter to SEIU proposal from 11/7/23 4:40pm
November 7th 2023

Christmas Day

Article 21. Compensation

If the Employer is granted contract adjustments that are eligible to be used to improve salaries, including but not limited to cost of living adjustments, minimum compensation ordinances, contract-specific operating deficits, or minimum wage changes, the Employer will provide a plan with thirty (30) days written notice to the Union prior to the effective date of the increase and meet and confer over the implementation.

Effective January 1, 2024, rates of pay for bargaining unit positions will be increased by:

- For employees currently at \$20 per hour or less, 5% increase or an increase to \$20 per hour, whichever is greater;
- For employees currently at \$20.01 to \$25 per hour, 4% increase or an increase of \$1 per hour, whichever is greater; or
- For employees currently at \$25.01 per hour or greater, 3% increase or an increase of \$1 per hour, whichever is greater.

Effective July 1, 2024, all rates of pay for bargaining unit positions will be increased by 4%, and any positions below \$21/hour will be increased to \$21/hour.

Effective January 1, 2024, no bargaining unit position will be paid less than \$20/hour.

Effective July 1, 2024, no bargaining unit position will be paid less than \$21/hour.

Effective July 1, 2025, all rates of pay for bargaining unit positions will be increased by 5%.

Rates of pay for all covered positions will be listed in Appendix

Any positions or classifications that did not get classification adjustments during 2022-2023 will receive those adjustments retroactive to July 1, 2023.

On-Call Stipend

Exempt LPHA employees who complete a two-week on-call shift will receive a one-hundred-dollar (\$100) stipend for every on-call shift completed. If employees are called back to the site during the on-call shift, they will also receive an additional one-hundred-dollar (\$100) stipend for every call back to the site during the on-call shift.

Exempt licensed medical providers who complete a two-week on-call shift will receive a one-thousand-dollar (\$1,000) stipend for every on-call shift completed, which is inclusive of all calls taken during that period.

Language Differential: In order to qualify for a language differential, employees must consistently use another language in the performance of their duties and pass a language test. The rate for bilingual pay will be as follows:

- For non-exempt, hourly staff, the rate will be an increase of \$.58/hour upon passing the test.

- For exempt salaried staff, the rate will be an additional twelve-hundred-dollars (\$1,200) annually added to the base salary upon passing the test. This amount is prorated for any exempt, salaried part-time staff.
- For bilingual medical providers, the rate will be an additional twenty-five-hundred- dollars (\$2,500) annually added to the base salary upon passing the test. This amount is prorated for any part-time medical providers.

In circumstances where a staff member with an existing language differential may receive an increase to their base rate of pay, their language differential will be added on top of their increased rate of pay. If a staff member with an existing language differential changes roles, but continues to consistently use another language in the performance of their duties, the language differential will be added on top of their new rate of pay.

Education Benefits

All classifications may receive an educational reimbursement for the purpose of attendance at continuing education conference and travel/hotel, or any CME/CEU classes, tuition for classes for career advancement, license/certificate/registration renewal, and associated fees, not to exceed \$500 per year, per employee. The maximum annual allocation for this benefit will be \$40,000 per fiscal year cycle.

Medical providers, such as NPs/PAs, may receive up to \$1,500 in annual reimbursement for the purpose of attending continuing education conference and travel/hotel, or any continuing education classes, license/certificate/registration renewal, and associate fees.

Reimbursements will be given on a first-come, first-serve basis until the maximum annual allocation is reached.

Reimbursements

The Employer will reimburse up to \$100 per year for cooks/kitchen staff to purchase non-slip shoes and cooking uniforms.

For SEIU

For Healthright360

Article 22. Health, Dental and Vision Benefits

Medical Benefit Plans

All full-time and part-time bargaining unit employees who work at least sixteen (16) hours per week are eligible for employer-provided medical insurance. Bargaining unit employees are eligible for the group medical insurance for themselves and families including their dependents on the first day of the month following their date of hire for Northern California employees. Southern California employees and their dependents will be eligible on the first day of the month following 20 days of employment. Employees' hours will not be limited for the purpose of making them ineligible for ~~the~~ health and other benefits.

Details regarding the programs, benefit provisions and plan documents are available from the Benefits Department.

Employer Contribution

The parties agree that HealthRIGHT360 will cover the full premium cost of the employee-only base plan and the premium share for dependent coverage of the base plan depending on length of service as provided in the schedule below. Employees have the option to select an alternative plan offered by HealthRIGHT360 and contribute towards the plan based on the schedule provided in the HealthRIGHT360 Benefits Guide.

For the term of this agreement, the Employer agrees to make the following minimum contributions on behalf of employees towards medical insurance premiums:

Under 2 years of Service:	Over 2 years of Service:
Employee only base: 100%	Employee only base: 100%
Employee + family base (inclusive of spouse and/or dependent plan): 60 35%	Employee + family base (inclusive of spouse and/or dependent plan): 90 60%

Beginning the next plan cycle, bargaining unit employees may decline coverage to enroll in another health insurance plan (including enrolling in health insurance coverage through a health care exchange). Benefit-eligible employees who decline employer-provided health program coverage will receive one hundred and fifty dollars (\$150) per month as an opt-out benefit, provided that the employee provides proof of group coverage elsewhere.

Dental and Vision Plans

All regular full-time employees, defined as employees working thirty-two (32) hours or more per week, are eligible to enroll in dental and vision coverage. The existing dental and vision coverage provided by the Employer, or comparable coverage, shall be maintained by the Employer for the term of this agreement.

Flexible Spending Accounts

HealthRIGHT 360 allows employees to elect to spend a certain amount of money on health care, dependent care and eligible commute expenses on a pre-tax basis from a flexible spending account

SEIU & Healthright360

Tentative Agreement

November 7, 2023

(FSA). All employees working sixteen (16) hours or more per week are eligible for this program. There is no waiting period. Details regarding this program are available from the Benefits Department.

For SEIU:

For Healthright360:

Article 23. Retirement Plans

HealthRIGHT360 offers all regular full-time and part-time employees over the age of 21 two retirement plans.

401(a)

A 401(a) is a tax deferred retirement savings plan. HealthRIGHT360 contributes to this plan on a yearly basis.

All regular full time and part time employees over the age of 21 years who have completed 12 months of service and being credited with 1,000 hours of service at HEALTHRIGHT360 are eligible for this program. The 12-month eligibility period begins with the date of hire as a regular employee. If the employee has not attained 21 years of age or been credited with 1,000 hours of time work during their first 12 months as a regular employee, they may meet those requirements during any Plan Year following those first 12 months. Each Plan Year is the 12-month period beginning January 1 and ending December 31. ~~Effective January 1, 2024, HealthRIGHT360 will contribute 3% contributions vary between 0-5% of an employee's annual salary based on the financial situation of the agency.~~ Details regarding this plan are available from the Benefits Department.

403(b)

This benefit allows employees to have a pre-tax deduction taken from their paycheck and deposited in a retirement savings plan. This plan is voluntary and there is no waiting period.

For SEIU:

For Healthright360:

Article 24. Labor-Management Committee

The Employer and the Union recognize that the holding of periodic meetings for the exchange of views and information may contribute to the effectiveness of the labor-management relationship. Therefore, the parties shall hold meetings of a Labor Management Committee, in accordance with the provisions of this Agreement for the purpose of discussing all matters of interest or concern on issues including but not limited to working conditions, patient care, training, or safety. The parties agree that the Labor Management Committee is not the forum to negotiate wages, hours, patient care, and working conditions, or to process grievances. Nothing in this article precludes the parties from meeting their meet and confer obligations under the law, or precludes the Employer from exercising their Management Rights as provided under this Agreement.

The Labor Management Committee shall meet at least monthly for at least two hours, or as otherwise agreed upon by the parties. Committee meetings shall be conducted by conference call or upon mutual agreement in person at HealthRIGHT 360. At least five (5) business days prior to the scheduled date of the meeting, the parties will exchange agenda items that will include a detailed description of each agenda item to be presented in writing. The parties must arrive prepared to discuss the items on the agenda and bring relevant personnel decision makers to the appropriate meeting and to follow up on outstanding items no later than the next meeting.

Up to a maximum of seven (7) management representatives and up to a maximum of seven (7) Union representatives (exclusive of union staff) shall participate in the labor management committee meetings for Northern California. Up to a maximum of seven (7) management representatives and up to a maximum of seven (7) Union representatives (exclusive of union staff) shall participate in the labor management committee meetings for Southern California. Union employee representatives will receive release time with pay when attending such meetings, for hours the union employee representative was scheduled to work on the day and time the labor management relations committee meets. No overtime, travel, mileage and/or hotel cost shall be paid by the Employer.

Upon at least five (5) business days' notice prior to the meeting the Employer and Union shall provide notice to the other that necessary additional consultants, subject matter experts, management and union staff will attend Committee meetings.

Meetings will be held during normal business working hours at a time mutually agreed upon by the Employer and the Union.

The parties agree to establish regional or department-specific Ad Hoc Labor Management Committees upon mutual agreement to address issues concerning employees covered by this Agreement.

Article 26. Grievance and Arbitration

Grievance Definition

The purpose of the procedure set forth below is to provide the Employer and the Union an orderly means of resolving disputes that may arise between them. The Union agrees this procedure shall be the exclusive means for the resolution of employees' and Union grievances or claims against the Employer under this Agreement.

A grievance is a claim by an employee or the Union against HealthRIGHT360 concerning the interpretation or application of any provision of this Agreement, any personnel rules or regulations directly related to employees' working conditions. A grievance regarding discipline, suspension or discharge must be filed within ~~fourteen (14) business~~ **twenty-one (21) calendar** days. All other grievances must be filed within thirty (30) calendar days of the date the employee reasonably should have been aware of the problem. All grievances shall be handled in accordance with the procedure that follows. All timelines under this Article may be extended by mutual written agreement. ~~If at any step in the grievance process the Employer does not respond in the timelines provided at that Step, the Union may advance the grievance to the next step in the Grievance process with written notice in the timeframes provided as if there had been a response.~~

~~The Employer will not report or file a complaint regarding an employee with any State licensing or certification board or regulatory body until the grievance process is complete and only if there has been a sustained disciplinary action against that employee.~~

Representation

The employee shall have the right to a union steward representative at any step of the grievance procedure. The employee shall also have the right to representation by Union staff, officer, organizer, or designee at any step of the grievance procedure. Where practicable, the parties shall endeavor to provide at least ~~one business~~ **three calendar** days' advance notice of who will attend the grievance meetings. However, either party may ask for a continuance if it's not practicable to provide at least ~~one business~~ **three calendar** days' advanced notice.

Procedure

Step 1.

All grievances must be filed in writing, and should include a summary of the incident at issue, any relevant facts, and the alleged contract violations giving rise to the grievance. The first step to address grievances is for the employee to contact their ~~immediate supervisor~~ **Program Manager/Director/Department Head (divisional director or above)** with a statement of the grievance. ~~The supervisor who~~ will make every effort to arrive at a prompt resolution of the grievance by investigating the issue and responding within ~~seven (7) business~~ **ten (10) calendar** days of the receipt of the grievance. If the grievance directly involves the **Program Manager/Director/Department Head (divisional director or above)** supervisor or department head, and the employee believes they may not reasonably demonstrate objectivity in the situation, the employee may immediately proceed to Step 2.

Step 2.

If and only if Step 1 is completed, and Upon the completion of Step 1, defined as a response provided or failure to respond within the given time frame, if the grievance is not satisfactorily resolved in Step 1, the grievant, or their representative may appeal the decision in writing to the Human Resources Director or designee within seven (7) **business calendar** days of receipt of the **Step 1** answer. The Human Resources Director or designee shall schedule a meeting to hear the grievance within fourteen (14) **business calendar** days of receipt of the grievance. The Human Resources Director or designee shall reply in writing to the grievance within seven (7) **business calendar** days following such meeting.

Grievances over discharge or suspension may be filed directly at Step 2. All grievances filed at Step 2 shall be submitted no later than thirty (30) calendar days or twenty-one (21) calendar days in the case of discharge or suspension after the date of the violation of the Agreement.

Step 3—Mediation

A grievance not resolved at Step 2 may proceed to mediation by ~~mutual agreement of the Union and the Employer by giving~~ written notice **by the Union to the Employer to one another** within twenty-one (21) **business calendar** days or within seven (7) **business calendar** days for termination cases of the Step 2 response from the Employer. In such a case, the parties agree to use the Federal Mediation and Conciliation Service and its procedures. Once appointed, the mediator and the parties shall mutually agree upon a date for mediation to be scheduled no later than **forty-five (45) twenty (20) business calendar** days after the mediator's appointment and the parties will endeavor to resolve the grievance at that meeting. **The Union has the right to select and request scheduling of an Arbitrator under Step 4 concurrently during the Step 3 process, provided that the mediation is held more than forty-five (45) days prior to the arbitration date selected.**

Step 4—Arbitration

~~If the Union does not accept the written decision at Step 2 or~~ **If the mediation is not successful, or the Union and the Employer mutually agree to waive mediation,** within twenty-five (25) calendar days or fourteen (14) **business calendar** days for suspensions and terminations of the Step 2 meeting, the Union may advance the grievance to arbitration. Only the Union (not an individual Bargaining Unit member) may move a grievance to arbitration.

A. Selection of Arbitrator. Within fourteen (14) **business calendar** days of the notice to move the grievance to arbitration, the Union and the Employer shall notify an arbitrator from the following list that they have been selected, starting with the first arbitrator, and rotating through the list for each subsequent arbitration:

For <u>NoCal</u> grievances:	For <u>SoCal</u> grievances:
John LaRocco Katherine Thomson	Sara Adler Barbara Miller

HR360 & SEIU
Tentative Agreement
November 7, 2023

David Weinberg Paul Roose Joel Schaffer <u>Najeeb Khoury</u>	Catherine Harris Juan Gonzalez Najeeb Khoury (221)
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B. The first day of the arbitration hearing shall be scheduled no later than sixty (60) ~~business~~ calendar days after the selection of the arbitrator. Written closing briefs (if any) shall be submitted to the arbitrator within fifteen (15) ~~business~~ calendar days of the last day of the arbitration hearing and the arbitrator shall submit their findings to the parties in writing within thirty (30) ~~business~~ calendar days of the receipt of the briefs or of the last day of the arbitration hearing if no written briefs were submitted.

C. Expenses. The costs, including expenses of the arbitrator, if any, shall be shared equally by the parties and the parties shall bear the cost of their own representation and witnesses. If the parties mutually agree to use a court reporter, the cost will be shared between the parties. If an employee gives testimony as a witness in connection with the grievance procedure during work hours, the employee will suffer no loss in pay for the day(s) they are required to attend the hearing. Other arbitration expenses shall be borne by the party that incurred them.

D. Authority of Arbitrator. The arbitrator selected shall not have the jurisdiction to add to, subtract from, change, alter or modify any of the terms of this contract. Decisions of the arbitrator on issues properly before them are final and binding on the parties.

For SEIU

For Healthright360

Article 27. Savings Clause

If any provision of this Agreement is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement. In such event, upon thirty (30) days' notice from either side, the parties agree to re-negotiate any provision that has been invalidated.

Article 28. Successorship

In the event that HealthRIGHT 360 decides to sell, transfer, enter a joint venture, the whole or part of any of its facilities, sites, services, or modalities, it will provide the Union with sixty (60) calendar days' written notice to bargain over the impacts of the decision except in cases of emergencies where such action must be taken sooner than sixty (60) calendar days. Emergencies for the purposes of this Article are actions not in control of the employer including but not limited to an unanticipated loss of a contract with another entity, an action by a regulatory body, sudden loss of a property lease, etc.

TELECOMMUTING

Position Eligibility:

Telecommuting allows employees to work at home for all or part of their workweek. HR360 considers telecommuting to be a viable work option when both the employee, the job, and the specific work duties, are suited to such an arrangement. Positions in administrative departments, outpatient programs, certain medical clinic providers, and others may be eligible for telecommuting, as determined solely by the Employer. ~~Such discretion shall not be used in an arbitrary and capricious manner, and the Union shall have the right to request to meet and confer for purposes of determining position eligibility.~~ Telecommuting may be appropriate for specific work activities, roles, or duties, even if the position is generally not eligible for telecommuting. Residential positions are not eligible for telecommuting, as working in the residential milieu is an essential function of the role. ~~Telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with HR360 subject to the terms of this Agreement.~~

Employee Eligibility:

Employees with a primary work assignment in client-facing Programs, ~~after their first 90 calendar days of employment,~~ may telecommute up to ~~two days per week.~~ Any telecommuting arrangement made will be on a trial basis for the first 90 ~~calendar~~ days, and will need to be renewed thereafter on a quarterly basis. Any telecommuting arrangements may be discontinued **for an employee** at will and at any time upon request by management, unless a position has been posted and filled as a permanent remote position. Managers will work with **an employee** to determine a consistent telecommuting schedule with the employee, consistent with the needs of the program and clients. **The employee** will receive a 14- **business** day notice period for changes in telecommuting status, except as provided in this paragraph. Examples of exceptions to providing a 14-day notice period include, but are not limited to, emergency situations like COVID-19 where many staff may be required to telecommute quickly, or where licensing, ~~regulatory, or funder~~ requirements no longer permit telecommuting.

~~Employees must be in good standing in order to telecommute. The employee and manager will assess the employee's current work performance, and ensure they are of good standing. For the purposes of this article only, good standing means the employee has no previous disciplinary actions at the level of suspension ~~written warning or above~~ in the last 6 months that have been upheld in the disciplinary appeal process and is meeting current productivity and/or performance expectations as determined solely by the Employer. Exceptions to the good standing and productivity expectation may be made during emergency situations, such as COVID-19, or in situations where the manager deems it necessary for the employee to work from home.~~

