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LABOR MANAGEMENT AGREEMENT

January 1, 2021 through December 31, 2023

BETWEEN

EL RIO SANTA CRUZ NEIGHBORHOOD HEALTH CENTER, INC. (EL RIO HEALTH)

And

EL RIO DIVISION – AFSCME LOCAL 449, AFL-CIO

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Purpose and Intent

El Rio Santa Cruz Neighborhood Health Center, Inc., the employees, and the Union hereby declare their intent to work towards excellent health care and to promote and improve labor management relations between them and to set forth herein the basic terms of the Agreement covering wages, hours and conditions of employment to be observed by El Rio Health and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in maintaining a quality health care facility in the community at a reasonable cost consistent with DHHS and community standards.

The parties recognize that a fair and equitable workplace will foster quality healthcare and therefore enter into this Agreement for the purpose of promoting a workplace without favoritism. Favoritism is basing the allocation of such things as workload, workspace, benefits, schedules, promotions, and leave, on non-work-related reasons. The parties enter into this Agreement with the purpose and intent that employees do not seek favoritism and supervisors do not show favoritism.

Prior to, and in preparation for any negotiations, El Rio Health will furnish to the Union all relevant information consistent with the requirements of Section 8 (a) (5) of the National Labor Relations Act.

In addition to not seeking or granting favoritism, the parties recognize and agree that it is the responsibility of all employees to promote harmonious relationships, both between peers as well as between employees and supervision. All employees will be required to affirmatively model an environment of treating all others with respect and dignity in a spirit of cultural diversity and inclusion.

In addition to treating each other with mutual dignity and respect, it is also the responsibility of every employee to treat all patients with dignity and respect by taking any and all reasonable steps to ensure that their visit/appointment at El Rio is handled in a professional manner that meets or exceeds the customer service expectations of El Rio Health.

Article I - Recognition of the Union

American Federation of State, County and Municipal Employees, Local 449, hereafter referred to as the Union, is hereby recognized as the exclusive representative organization for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth herein for employees who are and remain eligible members of the bargaining unit as defined in NLRB Case #28-RC-3768, dated March 7, 1980. It is agreed by the parties that for the purpose of this Agreement, negotiations for discussion shall be accomplished between El Rio Health's Board of Directors, the Executive Director or his/her designee, and the designee of Local 449.

The following groups of employees are excluded from representation by Local 449:

1. New employees during their probationary period
2. Per Diems, Interns/Externs, Seasonal, Staff Agency Employees, Independent Contractors and provisional employees including, but not limited to, any member of a training program. *(as defined in Article XIX and elsewhere)*
3. Confidential employees
4. Supervisors
5. Managerial employees

"Confidential employees" are defined as those individuals whose position requires regular use of or access to El Rio Health's personnel files, or those individuals responsible for the correspondence, dictation, meetings, and deliberations of senior management staff and/or the Board of Directors (or any of the Board's committees). Employees in a bargaining unit position that are involved in a close working relationship with an individual who decides and effectuates management labor policy and is entrusted with decision and information regarding policy before it is made known to those affected by it, will not be classified as confidential employees.

"Supervisors" are defined as any individuals having authority, in the interest of El Rio Health, in any of the following areas: To hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other employees or responsibly direct them or address their grievances, or effectively to recommend any such action if the forgoing exercise of such authority is not of merely routine or clerical nature, but requires the use of independent judgment.

"Managerial employees" are defined as individuals who formulate, determine, and effect management policies.

The term "Employee" and "Employees" as used in the Agreement shall refer to those persons included in the represented entity. Further, for the purpose of this Agreement, the El Rio Santa Cruz Neighborhood Center, Inc. shall be referred to as El Rio Health.

Nothing in any of the preceding definitions shall be construed in a manner that might abridge any existing local, state, or federal statute.

El Rio Health shall make every good faith effort to work as closely as possible with the Union in the implementation of the provisions of this Contract.

In recognition of the Union as the exclusive representative organization for the purpose of collective bargaining for all employees who are and remain eligible members of the Bargaining Unit, El Rio Health shall process only those grievances of employees, which are presented in accordance with Article XVII. The resolution of any grievance as stated herein will not be inconsistent with the terms and conditions of this Agreement.

Article II - Management Rights

The Management of El Rio Health, in all its phases and details, shall remain vested in El Rio Health, except as provided for under the provisions of this Agreement and applicable laws.

Article III - Employee Rights

Section 1: Open Shop

Employees have the right to join and remain members of the Union and act in accordance with this Contract free from any form of harassment, intimidation, coercion, threats of force or violence or reprisal by El Rio Health. It is also understood and agreed that employees have the equal right to refrain from any or all Union activities and to stay out of or resign from the union, free from any forms of harassment, intimidation, coercion, threats of force or violence or reprisal by the Union.

Section 2: No Denial of Employment

No person shall be denied employment or promotion because of membership or non-membership in the Union.

Section 3: Representation during Disciplinary Action and Investigatory Interview

All Bargaining Unit Eligible Employees shall have the right to Union representation when receiving formal disciplinary action or when they are the subject of an investigatory interview. It is explicitly understood that corrective, instructional, critical or exploratory exchanges, consultations, counseling, coaching or conferences between a supervisor and an employee are not considered to be either formal disciplinary action or an investigative interview unless they are identified as such by the supervisor prior to the exchange.

If the employee has a reasonable belief that discipline may result because of an investigatory interview, they have the right to request union representation by making a clear request to be represented either prior to or during the interview.

If the employee makes a clear request for union representation, El Rio shall do one of the following:

1. Stop any further questioning until a union representative is available.
2. Cancel the interview and proceed accordingly.
3. Give the employee a choice of having the interview without being represented or having the interview terminated.
4. Any agreements between both parties must be adhered to and signed at conclusion of any disciplinary meeting.

Section 4: Non-Discrimination

El Rio Health and the Union agree not to discriminate in any way against employees on account of political actions or legal affiliations (excluding members of any groups identified by the U. S. Attorney General's office as advocating the violent overthrow of the United States Government), race, religion, creed, color, national origin, cultural background, religion or belief, age, sex, gender identity, gender expression, genetic information, sexual orientation, economic status, veteran or military status, education, disability, or illness of such person, handicap, marital status, or union membership pursuant to applicable federal and state laws.

Section 5: Sexual Harassment

It is agreed that sexual harassment will not be tolerated, and each party agrees to act in educating its respective constituencies on the proper professional conduct. El Rio Health's policies are consistent with all applicable Federal, State, and Local laws regarding sexual harassment and/or discrimination.

Section 6: Nepotism

If already employed by El Rio, employees will be ineligible to transfer into a position that violates this provision. Per the by-laws of El Rio, relatives of any member of the Board of Directors may not be considered for employment. Where such a relationship existed prior to the passage of said by-law, such relationship shall be allowed to continue, unless issues arise surrounding that relationship.

We may employ relatives of current employees ***except*** in the following situations:

*Relatives would be in a position to supervise another relative

*Relatives audit, verify, receive, or are entrusted with money handled by the other relative

In cases where two employees become related while working for us, if the above guidelines apply, one must transfer or resign. El Rio Health will discuss with the parties involved to determine which employee may transfer. Under this section, the term "relatives" encompasses husbands, wives, parents, children, siblings, in-laws, cousins, aunts, and uncles. This policy covers biological relationships, marriage relationships, and step relationships. These guidelines apply to all categories of employment, including full-time, part-time, and temporary classifications. They also apply to all relatives and individuals who are not legally related, but who reside with another employee.

Section 7: General Provisions

The Union will be allowed one-half hour to orient employees on the terms of this contract during a New Employee Orientation session.

El Rio Health will provide to the Union, on a quarterly basis, an updated list of all bargaining unit employees with date of hire, department, and classification listed.

The cost of preparation, publishing, and printing copies of this Agreement, and any subsequent changes or amendments, shall be borne equally by El Rio Health and the Union. El Rio Health and the Union shall both publish a copy of this contract agreement on the El Rio Intranet site in an indexed .pdf format allowing easy access to all Articles and Sections.

Article IV - Union Rights

Section 1: Union Access to Facilities

Official representatives of the Union shall be permitted access to a meeting room if available for the purpose of assisting employees in exercising any of their rights under this Agreement. Such assistance may only take place during non-working time (i.e. lunch hour, breaks, before and after scheduled working hours). Approval access of the meeting room(s) will be determined electronically by the scheduling system in place.

As long as it relates to company business, the Union shall be allowed to use the El Rio Email system to communicate to El Rio Executive Officers, as well as notify Union members using non-El Rio systems in sending to members' El Rio email addresses.

Section 2: Stewardship

The Union shall furnish to El Rio Health a list of up to twenty (20) stewards. No more than one steward from each department at the same clinic site shall be allowed to participate in union activity at the same time during their regularly assigned shift. El Rio Health will negotiate the resolution of grievances with the Stewards or their representatives. When staffing permits and with the approval of the affected supervisors, the Stewards and officers will be allowed time during working hours with pay not to exceed a total of one hundred and eighty (180) hours per year in the aggregate, to investigate and process grievances, or situations which might lead to a grievance, and to represent employees as specified in Article III, Section 3. The chairperson and vice-chairperson will be allowed time during working hours with pay not to exceed one hundred and twenty (120) hours in the aggregate, to carry out the business of the union as it pertains to El Rio Health.

The Union will account for actual hours used, through the employee timesheets, according to procedures established by El Rio Health.

Section 3: Contract Negotiations

During mutually agreed upon scheduled negotiating sessions, the Union negotiating team will be allowed to utilize time with pay during working hours not to exceed a total of one hundred and

eighty (180) hours, for the purposes of negotiating an Agreement subsequent to this Agreement. It is understood that effective and thoughtful negotiations require ample time and to limit the time allowed would be to limit the quality of the negotiation process and that of the ensuing contract. Such time will be subject to the same recordkeeping requirements and supervisory approval process as the one hundred and eighty (180) hours referred to earlier in this section time allotted to stewards and officers of the union in Article IV, Section 2a. This time shall not be considered as part of the hours.

Section 4: Investigation of Grievances by the Union

Before formal investigation of a grievance, the Steward shall notify the Chief Human Resources Officer (CHRO) or designee. The Steward will notify their supervisor prior to and upon returning to the work area regarding their time away from the workplace. This privilege is extended subject to the understanding that work assignments or patient care is not to be disrupted. El Rio Health agrees that the denial of the Steward's request shall not be made for capricious or arbitrary reasons it is understood that a Steward may submit and handle as a grievance by the Union any matter that the Steward alleges as a violation of this Agreement; however, items not specifically grieved by an individual employee or group of employees must be submitted by the Union to El Rio Health. This must be in writing, per the provisions of the Grievance Procedures outlined in Article XVII of this Agreement.

Nothing contained herein shall prohibit the officers of El Rio Health, the authorized Stewards and Union staff from conferring informally and, if possible, disposing of grievances thereby.

Section 5: Information Furnished to the Union

El Rio Health shall furnish the following information to the local union office:

1. Any change in the regular pay of any Bargaining Unit employee, subject to employee authorization
2. Board agendas and supporting documents
3. Data and information regarding pending grievances which would not compromise patient confidentiality
4. A complete set of job descriptions and any changed or amended job descriptions
5. A quarterly list of bargaining unit-eligible staff

Section 6: Notification to El Rio Health of Union Officers

The Union shall notify El Rio Health of those employees who have been elected to union office. El Rio Health shall provide for up to ten (10) days of leave without pay for the following designated officers: Chairperson, Vice-Chairperson, Chief Steward, Assistant Chief Steward and Secretary. The ten (10) day provision is not per union officer but is an aggregate amount of time for the entire group.

Section 7: Dues, Deductions

Members of the Union shall tender dues to the Union by El Rio Health and will make deductions each pay period in accordance with the terms of the payroll deduction authorization. El Rio Health will remit all deductions on behalf of the Union to the Secretary/Treasurer of the Union,

along with a list of employees for whom deductions were made and those who voluntarily withdrew, within one (1) week of the end of the pay period.

> "The following cancellation procedures shall become effective as of the effective date of this agreement. The Union agrees to notify all current members of this change thirty (30) days after the ratification of this Agreement. Union dues shall be deducted for a period of one (1) year from the date of the authorization from the wages of those employees who shall authorize such deductions. At the end of any such yearly authorization period, the employee may revoke the authorization. The employee wishing to cancel their dues deduction authorization shall provide the Union written notice in person at the Union Hall between June 1st and June 15th of each year starting in 2022, as the 2021 cancellation period already occurred in January 2021."
>
> "In the event an employee is separated from employment with El Rio Health for any reason, or is no longer eligible, an obligation for deduction of dues shall cease. Termination and voluntary resignation of union membership shall cancel deductions. The Union agrees to indemnify El Rio Health and hold it harmless for all claims, damages, actions, costs and fees or charges of any kind, which may arise out of the honoring or cancellation by El Rio Health of due deduction authorizations in accordance with the provisions of this Article. A copy of the aforementioned written notice shall be forwarded to the Union."

The Union has given written assurances to El Rio Health that they comply with Arizona Senate Bill 1365, and none of the regular/standard union dues paid by El Rio Health employees is allocated or used for political activities as provided by that bill.

Section 8: Notice Prior to Contracting for Services which would Affect Job Security

El Rio Health shall provide thirty (30) calendar days' notice to the Union of new contracts for service that would affect the job security of any employees. In the event the Union opposes the proposed contract, the Union may appeal to the Board of Directors.

Section 9: PEOPLE Deduction (PAF-Political Action Fund)

El Rio Health agrees to deduct from the wages of any employee, who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization, which is entirely voluntary on the part of the employee, must be executed by the employee and can be revoked by the employee at any time by giving written notice to both El Rio Health and the Union. El Rio Health agrees to remit any deductions made pursuant to this provision to the Union, together with an itemized report showing the name of each employee who has authorized the deduction and the amount deducted during the period covered by the remittance.

Section 10: Union Bulletin Board

El Rio Health shall provide a bulletin board at all work sites for union activity that measures at least 3' x 3' in size. This bulletin board shall be maintained and secured by AFSCME. The bulletin

board will be located at mutually agreed locations at all El Rio Health worksites.

Article V – Salaries and Wages

Group I Employees:

This section applies to Group I employees only unless otherwise specified.

For purposes of this Agreement, whenever the term "Group I" or "Providers" is used, it is defined in Appendix A.

Each provider group will have a "standard" schedule for their specialty which will be considered full time for all benefits, including PTO accrual. Standard schedules for each provider group are listed in sections bel ow

Group I Shift Differential – Saturdays and Sundays:

El Rio Health will provide a shift differential to Group I employees for hours worked in clinic or doing telehealth visits on Saturdays and Sundays. That differential pay will be a 5% per hour increas e in the provider's base pay for those hours worked. This does not apply to hospital call. The differential pay will not change any provider's productivity baselines.

Yearly Wellness Survey:

El Rio Health will conduct a yearly provider wellness survey recognized by a national organization and publish those aggregated results for review by Medical/Dental Directors, Board of Directors, and providers.

Group I Annual increases:

Providers who meet expectations in their annual evaluations and have an hourly salary rate less than $48.08 per hour will receive a 3% annual increase to their base salary unless they have reached the maximum of their salary grade. For those who have reached the maximum of their salary grade, they will receive a bonus equal to 2% of their base salary. Providers who meet expectations in their annual evaluations and have an hourly salary rate of $48.08 or greater per hour will receive a 2% annual increase to their base salary unless they have reached the maximum of their salary grade. For those who have reached the maximum of their salary grade, they will receive a bonus equal to 2% of their base salary.

Group I Specialty Provider Pay Parity:

New hires in Group I who have a high demand for their specialty in the community and their cur rent base pay market analysis is not what is being offered in the industry, and El Rio Health has to modify the base pay offer above the market analysis, a review will be performed and incumbents with equal qualifications will be increased for parity.

Market compensation will be determined by an independent outside employment firm contracted by El Rio Health.

Encounters Bonus Program:

All providers will be eligible for the "Encounters Bonus Program" which will be based on a provider's increase in annual encounters versus the previous calendar year. This program is separate and in addition to the quarterly incentive program. The bonus program will be adjusted for change in sessions and/or full time equivalent from one year to the next. To be eligible providers must have completed one full year of qualified baseline productivity. For example, a provider hired late in the year does not have a qualifying baseline to

be eligible for the program. In addition, providers in specialties (e.g., Registered Dietitians) that were not previously utilizing an encounter driven model are required to develop a qualifying baseline to be eligible for the program.

Baseline productivity measures produced in 2020, the 'base year' for certain bonus and/or incentive programs (e.g. Encounters Bonus Program), will be set within 60 days from the implementation of this agreement and may be adjusted due to the impact of the Pandemic.

Bonus amounts will be:

- Increase of 1-199 encounters will pay: $10 per encounter
- Increase of 200-299 encounters will pay: $20 per encounter
- Increase of 300-399 encounters will pay: $30 per encounter
- Increase of 400+ encounters will pay: $40 per encounter

Payment will be made in one lump sum on or before March 31st of the following year.

Group I Employees not on a defined Incentive program:
Group I employees not on a defined incentive program can qualify for the greater of the annual key results incentive or any amounts earned through the supplemental productivity incentive programs (e.g. encounters bonus program). Please refer to the Group II section for more information on the key results incentive.

Group I Providers Medical Student/Resident Instruction Compensation:
Teaching at El Rio Health by providers will be compensated for the ATSU/SOMA medical students, Wright Center family medicine residents and TMC pediatrics residents through a mechanism of an addendum contract for teaching. Addendum contracts for teaching hours are created for core faculty and associate core faculty on an annual basis, with any RVU/encounters from resident work also credited to core/associate faculty. All outpatient teaching will be done through these agreements.

Use of Scribes:
Currently, the use of scribes incurs an extra appointment slot per session and an RVU adjustment to incentives to keep the cost budget neutral. Cost is calculated from actual invoices from Scribe America for the time scribes are used by providers. Providers are charged at a rate of 25% of the RVU rate per hour of scribe time billed under their name. This equates to one RVU per session for scribe use. With the migration to Epic EMR with possible functionalities that might impact scribe use, the current methodology will remain in place until a review of Epic impact can be made after full implementation by Labor and Management no later than first quarter 2022. El Rio administration will assign someone in the quality department to oversee Scribe America and assist providers in communicating with Scribe America when they struggle with scheduling or adequate training of scribes

Group I Advocacy and Community Service Participation:
El Rio Health recognizes that clinicians participate in various advocacy and community service activities that benefit El Rio Health. The productivity expectations will take into account the time needed for these activities for all clinicians.

At times, El Rio Health will allow for participation in these activities on company time. There will be no adjustment in productivity expectations on an Ad Hoc basis for each individual participating. This will allow for standardization and timely delivery of quarterly incentive payments.

Annual Required Trainings:
All Group I employees are expected to complete annual trainings to meet Joint Commission requirements by November 30th. An employee is not eligible for their annual pay increase until the annual trainings are completed. The date of implementation of an employee's annual pay increase will be January 1st or the date of completion of the required training, whichever is later. An employee who does not complete their annual trainings by November 30th will not be eligible for a holiday bonus or a Key Results incentive bonus. Annual trainings must be made available to employees six (6) months in advance of November 30th which would be before May 30th. El Rio Health shall send a reminder email to all employees in October with the above paragraph as a reminder to all employees to complete the above requirements.

List of Positions
A list of positions and the grade they are classified for Group I will be included in an Appendix to this Agreement.

Use of Private Vehicles
Group I employees required to use their private vehicle on Center business will be reimbursed for mileage at the same rate per mile Federal employees are reimbursed.

Section 1: Family Medicine (FM), Internal Medicine (IM), Pediatrics Primary Care Physicians and Same Day Appointment Clinic Physicians

Standard Schedule:
- Standard schedule will be thirty-two (32) clinical hours per week with call duties when a physician is not scheduled in the clinic not counting towards those thirty-two (32) weekly hours.
- All baselines will be adjusted proportionally for physicians working less than or more than thirty-two (32) clinical hours per week.

Base Salary Minimums:
- Pediatrics: $130,000
- Family Medicine/Internal Medicine: $138,000

Productivity Incentive Pay:
1. El Rio Health will continue productivity incentive pay for those physicians surpassing the following baselines for encounters, RVUs and quality measures.
2. Payments will continue to be given quarterly based on data from the rolling 12-month period.
3. Payments will be made within 60 days of the end of the previous quarter.
4. Productivity will be reported in a way that is fully transparent, easily understood, and corresponding to the period reported (for example, the October report will be for encounters from October 1-31).

Productivity Incentive weightings will change yearly as below:

2021	**2022**	**2023**
40% Encounters	50% Encounters	50% Encounters
50% RVUs	40% RVUs	40% RVUs
10% Quality Measures	10% Quality Measures	10% Quality Measures

Encounter Baselines to be reached prior to productivity incentive pay:

2021	2022	2023
2,400	2,500	2,600

For physicians who reach these encounter baselines, the dollar value per encounter will continue to be $65.65.

RVU Baselines to be reached prior to productivity incentive pay:

2021	2022	2023
3,059	3,192	3,331

For physicians who reach their RVU baseline, the dollar value per RVU will continue to be $44.

Incentive Caps:

1. There will be no cap for productivity incentive pay for encounters or RVUs.
2. The Quality Measures cap will be standardized for all primary care physicians to $10,000 (i.e., $100,000 cap * 10% weighting) and be proportionally prorated for those physicians working less than 32 clinical hours per week.

El Rio Health and the Union will work to set the quality measures percentages to be in line with how El Rio Health is reimbursed for said quality measures by CMS and health plans. The actual 2021 Quality Measures will continue without change from the 2018 Memorandum of Understanding (found in Appendix E). Quality Measures are subject to change and will be reviewed on an annual basis through the Labor Management Committee.

El Rio Health primary care teams will work in partnership for a goal of 10 completed encounters per four-hour session or 2.5 per clinical hour. For the first year of the contract, the minimum performance expectation will be 70% of the goal. For the second and third year of the contract, the minimum performance expectation will be 80% of the goal.

Primary Care Physicians and their supervising Medical Director will mutually decide on the number of appointment slots per session.

El Rio administration will work with teams to improve systems that impact clinic scheduling and workflow. Medical Directors will take into account approved administrative time allocated for meetings when reviewing Provider performance. Medical directors will take into account any and all circumstances that impact encounters completed per hour. This includes but is not limited to preventative plus visits, clinics locations/types with unpredictable demand (including but not limited to Teen clinic, homeless outreach, COVID sick clinic), and high RVU visits (as a proxy for complex or procedural based visits).
El Rio Health will provide quarterly data to the Labor Management Committee showing the number of encounters per hour completed separated out by specialty, clinic location, number of preventive plus visits completed and concurrent RVUs.

Adult Medicine Call for El Rio Health covering adult patients at St. Mary's Hospital:
This call will be covered by Family and Internal Medicine Physicians.
1. There will be a payment of $1,000 for seven (7) days of adult hospital on call services.
2. This payment from El Rio Health will be made to two (2) on call physicians per week.
3. Physicians will also get credited with the RVUs/encounters billed during their call period.

Duties of the El Rio Adult Medicine Hospital Call Team will include direct patient care and teaching of learners (medical students, residents, etc.) as applicable.

El Rio Pediatric Hospital Call Team covering for El Rio pediatric patients at Tucson Medical Center:

- Membership on the El Rio Pediatric Hospital Call Team will be voluntary, unless there are less than 15 pediatricians participating, in which case all El Rio Pediatricians would be considered members of the El Rio Pediatric Hospital Call Team.
- Duties of the El Rio Pediatric Hospital Call Team will include direct patient care and teaching of learners (medical students, residents, etc.) as applicable.
- Hospital call for El Rio pediatric patients at Tucson Medical Center will be compensated at a rate of $500.00 per week (seven days of coverage).
- Physicians will also be credited with the RVUs/encounters billed during their call period.

Clinic Call:

El Rio Health agrees to provide with the payment of $500 for seven (7) days of clinic night call work for clinical telephone support services needed by the nurse triage after-hours care team.

Clinic call applies to Adult Medicine and Pediatric Physicians.

Section 2: Primary Care Advanced Practice Providers (Nurse Practitioners and Physician Assistants, includes Same Day Appointment Clinic APPs)

Standard Schedule:

- Standard schedule will be thirty-six (36) clinical hours per week for all Advanced Practice Provider Nurse Practitioners (APP-NPs) or Physician Assistant Advanced Practice Provider Physician Assistants (APP-PAs).
- All baselines will be adjusted proportionally for APPs working less than or more than thirty-six (36) clinical hours per week.

Base Salary Minimums:

- Primary Care APPs: $90,000

Productivity Incentive Pay:

El Rio Health will continue productivity incentive pay for those APPs surpassing the following baselines for encounters, RVUs and quality measures.

- Payments will continue to be given quarterly based on data from the rolling 12-month period.
- Payments will be made within 60 days of the end of the previous quarter.
- Productivity will be reported in a way that is fully transparent, easily understood, and corresponding to the period reported (for example, the October report will be for encounters from October 1-31).

Productivity incentive weightings will change yearly as below:

2021	**2022**	**2023**
40% Encounters	50% Encounters	50% Encounters
50% RVUs	40% RVUs	40% RVUs
10% Quality Measures	10% Quality Measures	10% Quality Measures

Encounter Baselines to be reached prior to productivity incentive pay:

2021	**2022**	**2023**

2,300	2,350	2,400

For APPs who reach these encounter baselines, the dollar value per encounter will be $57.00.

RVU Baselines to be reached prior to productivity incentive pay:

2021	**2022**	**2023**
2,963	3,000	3,059

For APPs who reach their RVU baseline, the dollar value per RVU will continue to be $37.40.

Incentive Caps:
There will be no cap for productivity incentive pay for encounters or RVU's. The Quality Measures cap will be standardized for all primary care APP's to $8,500 (i.e., $85,000 cap * 10% weighting) and be proportionally prorated for those APP's working less than 36 clinical hours per week.

El Rio Health and the Union will work to set the quality measures percentages to be in line with how El Rio Health is reimbursed for said quality measures by CMS and health plans. The actual 2021 Quality Measures will continue without change from the 2018 Memorandum of Understanding (found in Appendix E). Quality Measures are subject to change and will be reviewed on an annual basis through the Labor Management Committee.

El Rio Health primary care teams will work in partnership for a goal of 8 completed encounters per four-hour session or 2.0 per clinical hour. For the first year of the contract, the minimum performance expectation will be 70% of the goal. For the second and third year of the contract, the minimum performance expectation will be 80% of the goal.

Primary Care APPs and their supervising Medical Director will mutually decide on the number of appointment slots per session.

El Rio administration will work with teams to improve systems that impact clinic scheduling and workflow. Medical Directors will take into account approved administrative time allocated for meetings when reviewing Provider performance. Medical directors will take into account any and all circumstances that impact encounters completed per hour. This includes but is not limited to: preventative plus visits, clinics locations/types with unpredictable demand (including but not limited to Teen clinic, homeless outreach, COVID sick clinic), and high RVU visits (as a proxy for complex or procedural based visits).

El Rio Health will provide quarterly data to the Labor Management Committee showing the number of encounters per hour completed separated out by specialty, clinic location, number of preventative plus visits completed and concurrent RVUs.

Section 3: SIA Physicians and Advanced Practice Providers (APPs)

Standard Schedule:

- Standard schedule for physicians will be thirty-two (32) clinical hours per week with call duties when a physician is not scheduled in the clinic not counting towards those thirty-two weekly hours.
- All baselines will be adjusted proportionally for physicians working less than or more than thirty-two (32) clinical hours per week.

Standard schedule for APPs will be thirty-six (36) clinical hours per week. All baselines will be adjusted proportionally for APPs working less than or more than thirty-six (36) clinical hours per week.

Base Salary Minimums:

- SIA physicians with ID Fellowship training: $160,000
- SIA APPs: $90,000

Productivity Incentive Pay:

1. El Rio Health will continue the current productivity incentive pay for SIA providers based on their active panel size (an active patient is defined as having had one (1) medical visit in the prior twelve (12) months and includes patients on PrEP).
2. Payments will continue be given quarterly based on data from the rolling 12-month period.
3. Payments will be made within 60 days of the end of the previous quarter. Productivity will be reported in a way that is fully transparent, easily understood, and corresponding to the period reported (for example, the October report will be for encounters from October 1-31).

Incentive Payment Plan for SIA Physicians and APP's:
Incentive payments are based upon & paid according to the following panel size:

Active panel between 226-250 patients: $ 1,500 per quarter or $ 6,000 annually
Active panel between 251-275 patients: $ 3,000 per quarter or $12,000 annually
Active panel between 276-300 patients: $ 4,500 per quarter or $18,000 annually
Active panel between 301-325 patients: $ 6,000 per quarter or $ 24,000 annually
Active panel between 326-375 patients: $ 7,500 per quarter or $ 30,000 annually
Active panel between 376-400 patients: $ 9,000 per quarter or $ 36,000 annually

Clinic Call:
El Rio Health agrees to provide with the payment of $500 for seven (7) days of clinic night call work for clinical telephone support services needed by the nurse triage after-hours care team. Clinic call applies to SIA Physicians.

SIA Panel Status Reporting:
SIA Administration will compile a monthly report of patient panel status for each provider. Actual panel size will be determined from this report to calculate the quarterly incentive. The Medical Director may cap panel size or Chief Clinical Officer (CCO) if there are concerns relating to patient appointment availability, patient satisfaction, or quality of care.

SIA care teams will work toward a goal of 1.5 completed encounters per clinical hour. El Rio administration will work with teams to improve systems that impact clinic scheduling and workflow. Medical Directors will take into account approved administrative time allocated for meetings when reviewing Provider performance. Medical directors will take into account any and all circumstances that impact encounters completed per hour.

Section 4: Adult Dentists

Standard Schedule:

- Standard schedule will be thirty-six (36) clinical hours per week.
- All baselines will be adjusted proportionally for dentists working less than or more than thirty-six

(36) clinical hours per week.

Base Salary Minimums:

- Adult Dentists: $139,500

Productivity Incentive Pay:

El Rio Health will continue productivity incentive pay for those dentists surpassing the following baselines for encounters, RVUs and quality measures. Payments will continue be given quarterly based on data from the rolling 12-month period. Payments will be made within 60 days of the end of the previous quarter. Productivity will be reported in a way that is fully transparent, easily understood, & corresponding to the period reported (for example, the October report will be for encounters from October 1-31).

Productivity incentive weightings will change yearly as below:

2021	**2022**	**2023**
10% Encounters	25% Encounters	45% Encounters
90% RVUs	70% RVUs	50% RVUs
0% Quality Measures	5% Quality Measures	5% Quality Measures

Encounter Baselines to be reached prior to productivity incentive pay:

2021	**2022**	**2023**
2037	2191	2366

RVU baselines that need to be reached, prior to productivity incentive pay, will be 7,870 RVU's per year for dentists who do not work with dental residents and 8,186 RVU's for dentists who do work with dental residents. El Rio Health will pay $12 per RVU above that baseline and pay $65.65 per encounter above the yearly encounter baselines listed above.

There will be no cap on the encounters component of the productivity incentive program. The current RVU incentive cap ($50,000) will remain in effect for years 2021 and 2022 of the agreement. Beginning with year 2023 there will be no incentive cap for the RVU component. The Quality Measures cap will be standardized for all dentists to $5,000 (i.e., $100,000 cap * 5% weighting) and be proportionally prorated for those dentists working more than or less than thirty-six (36) clinical hours per week.

Dental Quality Measures shall be developed in partnership with Dental leadership, bargaining unit representatives and El Rio Administration prior to any implementation before October 31, 2021.

RVUs and encounters from visits with dental residents (including RVUs completed by resident while working with dental specialists (including endodontics, oral surgery, periodontics, and implant placement) with notes signed off by the staff dentist) will be pooled and then distributed among all dentists proportional to how many hours they worked with residents. Attending hours will be tracked through Dayforce.

Recognizing that the number of residents can fluctuate annually, there will be established incentive scales will be utilized when there are 0, 1, 2, 3, 4 or 5 residents on staff. All reasonable efforts will be made to ensure that AEGD/ASDOH attending hours are allocated equally among the providers at each location.

Encounters incentive will be based on reportable UDS visits plus duplicate encounters for Dentist/Hygienist same day visits. In some cases, a dental treatment may require multiple visits (e.g., crown, bridge

preparations, etc.) but are billed/reimbursed as one complete treatment. In these cases, visits that are non-billable but are performed in good faith and consistent with good dental practices will be credited for productivity purposes.

El Rio will endeavor to publish new CDT's by January 1 of each year. In some cases, new CDT information is not available by January 1. El Rio commits to publishing these new CDT's in a timely manner.

On-call responsibilities will be rotated evenly among the adult dentists, with a provider not being required to cover holidays for two consecutive years.

Encounters Expectations per hour:

- Adult dentists will have a goal of 1.5 completed encounters per clinic hour starting in 2022.
- This will be utilized by the dental directors for performance management purposes only in the evaluation of a dentist's annual performance.

Section 5: Clinical Dental Hygienists

Standard Schedule:

- Standard schedule will be thirty-six (36) clinical hours per week.
- All baselines will be adjusted proportionally for clinical dental hygienists working less than or more than thirty-six (36) clinical hours per week.

Base Salary Minimum:

- Clinical Dental Hygienists: $54,000

2021 Productivity Incentive Pay:
In 2021 El Rio Health will continue productivity incentive pay for those clinical dental hygienists surpassing their RVU baseline.

- Payments will continue be given quarterly based on data from the rolling 12-month period.
- Payments will be made within 60 days of the end of the previous quarter.
- Productivity will be reported in a way that is fully transparent, easily understood, & corresponding to the period reported (for example, the October report will be for encounters from October 1-31).

The Incentive scale will be:
4,200-4,399 annual RVUs = $2,000 annual incentive pay
4,400-4,599 annual RVUs = $4,000 annual incentive pay
4,600-4,799 annual RVUs = $6,000 annual incentive pay
4,800-4,999 annual RVUs = $8,000 annual incentive pay
5,000-5,199 annual RVUs = $10,000 annual incentive pay
5,200-5,399 annual RVUs = $12,000 annual incentive pay
5,400-5,599 annual RVUs = $14,000 annual incentive pay
5,600-5,799 annual RVUs = $16,000 annual incentive pay
5,800-5,999 annual RVUs = $18,000 annual incentive pay

2022-2023 Productivity Incentive Pay:
Beginning in 2022 clinical hygienists will adopt a new incentive plan which includes encounters, RVUs and quality measures components. Productivity incentive pay will be earned by surpassing the following

baselines for encounters, RVUs and quality measures. Payments will continue be given quarterly based on data from the rolling 12-month period. Payments will be made within 60 days of the end of the previous quarter. Productivity will be reported in a way that is fully transparent, easily 11 understood, & corresponding to the period reported (for example, the October report will be for encounters from October 1-31).

Productivity incentive weightings will change yearly as below:

2021	2022	2023
NA	10% Encounters	25% Encounters
NA	90% RVUs	70% RVUs
NA	0% Quality Measures	5% Quality Measures

Encounter Baselines to be reached prior to productivity incentive pay:

2021	2022	2023
NA	1200	1300

El Rio Health will pay $57.00 in 2022 and $58.00 in 2023 for encounters above each year's respective baseline.

If over 50% of clinical and embedded hygienists do not reach the annual encounter baseline above (for the first six (6) months of 2022), then the encounter baselines will be re-evaluated through the Labor-Management Committee who can create an MOU if necessary.

The Incentive scale will be:

4,200-4,399 annual RVUs = $2,000 annual incentive pay
4,400-4,599 annual RVUs = $4,000 annual incentive pay
4,600-4,799 annual RVUs = $6,000 annual incentive pay
4,800-4,999 annual RVUs = $8,000 annual incentive pay
5,000-5,199 annual RVUs = $10,000 annual incentive pay
5,200-5,399 annual RVUs = $12,000 annual incentive pay
5,400-5,599 annual RVUs = $14,000 annual incentive pay
5,600-5,799 annual RVUs = $16,000 annual incentive pay
5,800-5,999 annual RVUs = $18,000 annual incentive pay
6,000+ annual RVUs = $20,000 annual incentive pay

Incentive Caps:

- There will be no cap on the encounters component of the productivity incentive program.
- The RVU incentive cap will remain in effect for years 2022 and 2023 of the agreement and be increased to $20,000 by adding one additional tier to the RVU scale.
- Subject to the weightings defined above, the quality measures cap will be standardized for all hygienists to $2,500 (i.e. $50,000 cap * 5% weighting) and be proportionally prorated for those hygienists working more than or less than 36 clinical hours per week.

CDT's:

El Rio will endeavor to publish new CDT's by January 1 of each year. In some cases, new CDT information is not available by January 1. El Rio commits to publishing these new CDT's in a timely manner.

Minimum Encounter Expectations:

- Clinical Hygienists will have a goal of 4 completed encounters per four-hour session or 1.0 per hour starting in 2022.

- This will be utilized by the dental directors for performance management purposes only in the evaluation of a hygienist's annual performance.

Section 6: Embedded Dental Hygienists

Standard Schedule:

- Standard schedule will be thirty-six (36) clinical hours per week.
- All baselines will be adjusted proportionally for embedded dental hygienists working less than or more than thirty-six (36) clinical hours per week.

Base Salary Minimum:
Embedded Dental Hygienists: $54,000

2021 Productivity Incentive Pay:
El Rio Health will continue productivity incentive pay for those embedded hygienists surpassing their RVU baseline.

- Payments will continue be given quarterly based on data from the rolling 12-month period.
- Payments will be made within 60 days of the end of the previous quarter.
- Productivity will be reported in a way that is fully transparent, easily understood, & corresponding to the period reported (for example, the October report will be for encounters from October 1-31).

The Incentive scale will be:

- 4,200-4,399 annual RVUs = $2,000 annual incentive pay
- 4,400-4,599 annual RVUs = $4,000 annual incentive pay
- 4,600-4,799 annual RVUs = $6,000 annual incentive pay
- 4,800-4,999 annual RVUs = $8,000 annual incentive pay
- 5,000-5,199 annual RVUs = $10,000 annual incentive pay
- 5,200-5,399 annual RVUs = $12,000 annual incentive pay
- 5,400-5,599 annual RVUs = $14,000 annual incentive pay
- 5,600-5,799 annual RVUs = $16,000 annual incentive pay
- 5,800-5,999 annual RVUs = $18,000 annual incentive pay

2022-2023 Productivity Incentive Pay:
Beginning in 2022 embedded hygienists will adopt a new tiered incentive plan based on encounters volumes.

- Payments will continue be given quarterly based on data from the rolling 12-month period.
- Payments will be made within 60 days of the end of the previous quarter.
- Productivity will be reported in a way that is fully transparent, easily understood, & corresponding to the period reported (for example, the October report will be for encounters from October 1-31).

Embedded Hygienists are eligible for an encounters-based productivity bonus program with the following payouts:

- Tier 1: 2,800 encounters = $6,000 bonus

- Tier 2: 3,000 encounters = $9,000 bonus
- Tier 3: 3,200 encounters = $12,000 bonus
- Tier 4: 3,400 encounters = $15,000 bonus
- Tier 5: 3,600 encounters = $18,000 bonus
- Tier 6: 3,800 encounters = $21,000 bonus
- Tier 7: 4,000+ encounters = $24,000 bonus

If over 50% of clinical and embedded hygienists do not reach the annual encounter baseline above (for the first six (6) months of 2022), then the encounter baselines will be re-evaluated through the Labor-Management Committee who can create an MOU if necessary.

Hybrid Embedded/Clinical Hygienists:
Hybrid hygienist incentives will be calculated using' the ratio of time spend as either a clinical or an embedded hygienist. For example: If split 40% embedded and 60% clinical, the 40% will qualify for the Embedded Hygienist encounters bonus program and 60% will qualify for the Clinical Hygienist productivity incentive program with baseline for both proportionally adjusted.

Embedded Hygienists will have a goal of 8 completed encounters per four-hour session or 2.0 per hour starting in 2022. This will be utilized by the dental directors for performance management purposes only in the evaluation of a hygienists' annual performance.

Section 7: Advance Practice Provider - Certified Nurse Midwives (APP-CNM's)

Standard Schedule:

- Standard schedule for each 2-week Pay Period will be five 8-hour clinics, three 12-hour call shifts, and administrative time for obligatory duties and responsibilities including, but not limited to, meetings (at El Rio Health and TMC), equaling an 80-hour Pay Period.
- All baselines will be adjusted proportionally for CNMs working less than or more than thirty-eight (38) clinic/call hours per week. CNMs will receive twelve (12) hours pay for twelve (12) hours of primary call and twelve (12) hours pay for twelve (12) hours of back up call.

Base Salary Minimum:
Certified Nurse Midwives: $100,000

All FT CNM Salaries will be increased to show equivalent pay of 40-hour work weeks, from 36 hours, using current hourly wages

The CNM scheduled to work on a Holiday will be compensated with eight (8) hours of holiday paid time off during the month in which the holiday occurs.

Extra session pay will be $65.00 per hour (or the regular hourly rate if it is greater).

Hospital Calls:
CNMs will work the needed combination of hospital calls shifts (day and night) and clinic days to cover the needs of patients. The medical director of midwifery will work to split work duties of CNMs fairly among all CNMs. A CNM who feels that their shifts are not being fairly assigned may request a meeting to discuss with the medical director of midwifery, the Chief Clinical Officer, and a bargaining unit representative of the Labor-Management Committee.

Encounter Expectations for CNM's:

- Expected encounter productivity while in clinic will be a minimum of eight (8) patients seen every four (4) hour session.
- If a CNM is precepting a learner, the expected encounter productivity will be reduced to six (6) patients seen per four (4) hour session.

Section 8: Behavioral Health Psychiatrists and Psychiatric Nurse Practitioners (NPs)

Standard Schedule:
Physicians:

- Standard schedule for physicians will be thirty-two (32) clinical hours per week with call duties not counting towards those thirty-two weekly hours.
- All baselines will be adjusted proportionally for physicians working less than or more than thirty-two (32) clinical hours per week.

APP's:

- Standard schedule for APPs will be thirty-six (36) clinical hours per week.
- All baselines will be adjusted proportionally for APPs working less than or more than thirty-six (36) clinical hours per week.

Base Salary Minimums:

- Psychiatrists: minimum salary based on market analysis
- Psychiatric Nurse Practitioners: minimum salary based on market analysis

Productivity reports will be distributed quarterly at a minimum and will include transparent, clearly defined formula as to how productivity is calculated.

Scheduling will remain the same with follow up appointments scheduled for 30 minutes and new patient evaluation appointments for 60 minutes. Encounter expectation per 4-hour session is 1 new psychiatric evaluation and 6 follow-up visits per session. Depending on demand, more new patient evaluations may be scheduled and will be allotted 60 minutes and take the place of 2 follow up visits in the session.

Encounter Expectations for Behavioral Health Psychiatrists and Psychiatric Nurse Practitioners:
Encounter expectation per 4-hour session is 1 new psychiatric evaluation and 6 follow up visits per session. Depending on demand more new patient evaluations may be scheduled and will be allotted 60 minutes and take the place of 2 follow up visits in the session.

Clinic Call:
El Rio Health agrees to provide with the payment of $500 for seven (7) days of clinic night call work for clinical telephone support services needed by the nurse triage after-hours care team. All behavioral health prescribers will share call responsibilities on a voluntary basis.

Section 9: Specialty Behavioral Health Therapists

Standard Schedule:

- Standard schedule for specialty behavioral health therapists will be forty (40) hours per week in clinic.
- All baselines will be adjusted proportionally for specialty behavioral health therapists working less

than forty (40) hours per week in clinic.

Base Salary Minimum:
Specialty behavioral health therapists: $60,000

Scheduling will generally be 60 minutes for initial therapy assessment and 30-60 minutes for therapy follow-up appointments. The expectation for patients seen by Specialty Behavioral Health Therapists per four-hour session is 3 visits. Panel size aim is 60-70 total patients.

Section 10: Primary Care Behavioral Health Consultants:

Standard Schedule:

- Standard schedule for primary care behavioral health consultants will be forty (40) hours per week in clinic.
- All baselines will be adjusted proportionally for primary care behavioral health consultants working less than or more than forty (40) hours per week in clinic.

Base Salary Minimum:
Primary Care Behavioral Health consultants: $60,000

Encounters Expectations for Primary Care Behavioral Health Consultants:

- The expectation for patients seen by Primary Care Behavioral Health Consultant is 5 patients per 4 hour session.
- The expectation for patients seen by Primary Care Behavioral Health Triage Consultant is 2 patients per 4 hour session.

Section 11: Physical Therapists

Standard Schedule:

- Standard schedule for physical therapists will be forty (40) clinical hours per week.
- All baselines will be adjusted proportionally for physical therapists working less than forty (40) clinical hours per week.

Base Salary Minimum:
Physical therapists: $75,000

Initial evaluations will be 60-minute visits with follow up appointments being 40 minute visits. The expectation for patients seen by Physical Therapists per four-hour session is 5 visits Each 4 hour session should include 1 initial visit and 4 follow up visits.

Section 12: Registered Dietitians

Standard Schedule:

- Standard schedule for registered dieticians will be forty (40) clinical hours per week.
- All baselines will be adjusted proportionally for registered dieticians working less than forty (40) clinical hours per week.

Base Salary Minimum:

Registered dieticians: $52,500

Encounter Expectations for Registered Dieticians:

- The expectation for patients seen by Registered Dietitians per four-hour session is 5 visits.

Section 13: Registered Pharmacists and Advanced Practice Pharmacists

Standard Schedule:

- Standard schedule for pharmacists will be forty (40) hours per week in the clinic/pharmacy.

Base Salary Minimums:
Pharmacists: $98,000

Encounters Expectations for Registered Pharmacists and Advance Practice Pharmacists:

- The expectation for patients seen by Clinical Pharmacists per four-hour session is 4 visits.

Section 14: Group II Employees

This section applies to Group II employees only unless otherwise specified.

Wages for Group II employees:

- Wages will be paid as noted in Appendix C.

Annual Salary Increases:
Group II employees will have their base salary increased by 4% on January 1st each year that this Agreement is in effect. Any employee who has capped out at their grade will receive a one-time lump sum of 4% yearly.

New hires in Group II who have a high demand for their specialty in the community and their current base pay market analysis is not what is being offered in the industry, and El Rio Health has to modify the base pay offer above the market analysis, a review will be performed and incumbents with equal qualifications will be increased for parity.

Market compensation will be determined by an independent outside employment firm contracted by El Rio Health.

No moratorium on salary increases at five (5) or fifteen (15) years of employment.

Annual Training Requirements:
The parties have mutually agreed that all employees, whether classified as Group I or Group II, need to complete their annual training in order to maintain the minimum qualifications for their position, meet Joint Commission requirements, and professionally serve patients. Any employee who has not remained current with their training responsibilities will be ineligible for a performance wage increase until they are current with their training responsibilities. The effective date of any salary increase shall be the designated evaluation date when employee signs their evaluation if given in a timely manner or the date they completed their training, whichever is later.

At the sole and absolute discretion of the El Rio Board of Directors, there may be opportunities for holiday gifts and/or Key Result incentive. Employees must have completed their annual trainings by November 30th

annually to be eligible for these possible opportunities.

Group II Charge Pay:
On those occasions when a leader is absent from work for at least a full day or more, due to illness or vacation, and specifically designates a Group II employee to be in charge during their absence, that employee shall be eligible for $2.00 per hour charge pay in addition to their normal wages.

Annual Key Results Incentive Programs:
In addition to their base salary and wages, all non-probationary Group II employees are eligible for El Rio's annual Key Results Incentive payout. This bonus payout is established based on the board approved Key Results for each year. If earned, the annual incentive will be paid out in an equal dollar amount to all eligible full-time employees. Full time is defined as 40 hours per week. Eligible part-time employees will receive a pro-rated share based on their number of hours worked. New employees who are eligible will also receive a pro-rated share based on the date they successfully completed their probation.

The Annual Key Results Bonus will be determined as follows:

1 The 'base bonus' amount will be established based on El Rio financial performance versus the board approved operating margin target.
2 The final bonus payout will be calculated based on performance versus El Rio's three key results categories:
    a. World class experience for our patients and employees
    b. Healthier patients and employees
    c. Positive financial results

Employees must be in "good standing" (no formal discipline during the last six (6) months of the incentive period) to be eligible for an incentive payment.

In addition to the annual Key Results Incentive, all Group II employees will be eligible for a se parate annual Productivity Bonus. This is a two-tier bonus program based on the aggregate providers encounters increase versus the prior year, adjusted for changes in FTE and/or sessions worked.

The Group II Productivity Bonus will be determined as follows:

1. If aggregate provider encounters increase versus the base year by an average of +0.5 encounters per session, all Group II employees will receive a $500 bonus.
2. If aggregate provider encounters increase versus the base year by an average of +1.0 encounters per session, all Group II employees will receive a $1,000 bonus.

This bonus will be paid out concurrently with the Key Results Incentive and is subject to the same qualifying conditions.

Shift Differential
All Group II employees with a work schedule that requires the employee to "punch out" after 18:00 or 6:00pm shall receive a shift differential of $1.00/hour for each hour of their shift and on all hours worked on weekends.

List of Positions
A list of positions and the grade they are classified for Group II will be included in an Appendix to this Agreement.

Use of Private Vehicles
Group II employees required to use their private vehicle on Center business will be reimbursed for mileage at the same rate per mile Federal employees are reimbursed.

On-Call Policy for Group II Employees

1. Employees will receive 1 hour of on-call pay at their regular rate for every eight (8) hours of on-call status. If the employee must take a call, then they would be paid their hourly rate. All such assignments must be documented in writing.
2. Employees may not spend more than 14 days on on-call duty in any 4-week period.
3. Mileage reimbursement standards will be provided. It is the responsibility of the employee to submit and obtain approval from their direct supervisor / leadership for such reimbursement.

Additional Compensation for Interpretation Duties for Group II Employees
El Rio Health selects and utilizes a qualified bilingual assessment software/vendor to test bilingual staff for their level of target clinical language proficiency. Specifically, this assessment is designed to assess the employees' ability to directly communicate with the target language- speaking patients. Secondarily, the assessment also measures the interpreting skills for a range of clinical terminology and tasks including general sight translation.

When the employee receives a passing score of nine (9) or greater, (established by the vendor), they will qualify for an annual stipend of $350 and the employee will be required to follow up with their leader no later than January 31st of each year to receive the annual translation stipend, if delayed due to employee not following up, stipend will take effect on month submitted by employee/leader at the next scheduled payroll.

Employees who take the test and fail are eligible to retake the test in six (6) months at no cost. If the employee wishes to retake the test in less than six (6) months the employee must pay for the cost of the test.

Article VI – Benefits

Section 1: Health Benefits
Employees are eligible to receive all health services and benefits as contained in and limited by El Rio Health's Master Agreement with its group health carrier.

All the arrangements referred to in this Section are subject to Coordination of Benefits with any other insurance carrier the employee, or employee's dependents, by which they may be covered.

Health (Medical, Dental, and Vision) benefits are available for eligible employees effective the first day of the month following sixty (60) days of employment.
El Rio Health will pay sixty percent (60%) of the premium cost and the employee will be liable for the remaining forty percent (40%) of the premium cost.

Section 2: Disability Insurance
El Rio Health shall provide a policy, which provides benefits of sixty percent (60%) of salary up to

the Social Security Normal Retirement Age (SSNRA) with a forty-fourth (44th) day elimination period.

Section 3: Life Insurance and Accidental Death and Dismemberment Insurance (AD&D)

All regular employees who work at least twenty (20) hours per week, and have successfully passed their probationary period, are eligible for Life Insurance and Accidental Death and Dismemberment Insurance effective the first of the month after sixty (60) days of employment. El Rio Health will provide a policy that will be approximately (rounded to the nearest thousand dollars) double an employee's annual salary. These amounts will be automatically upgraded as El Rio Health is invoiced for the premium.

Section 4: General Provisions

All insurance coverage (including, but not limited to Health, Disability, Life, and Accidental Death and Dismemberment) is provided subject to all limitations and/or exclusions imposed by the insurance carrier. When changes in hours worked causes a change in eligibility for insurance coverage, the affected employees will be notified of such eligibility changes in a timely manner.

Section 5: Retirement Plan

El Rio Health will continue to maintain a retirement plan funded with Section 403(b) annuity contracts. The Retirement Plan shall be governed in accordance with the rules established in the Plan Document. The Union shall have the opportunity to appoint at least one of the members of the Retirement Committee.

All employees will be eligible to contribute to the plan up to the allowable maximum annual contribution provided by the Internal Revenue Service of their own compensation. Employees will always be 100% vested in their own contributions.

In addition, an employee will be eligible for contributions to be made to the retirement plan by El Rio Health if the employee has completed six (6) months of service. El Rio Health will contribute to the retirement plan (each pay period) 1.5%* of each eligible employee's compensation, plus a matching contribution of one dollar for every dollar contributed by the eligible employee, up to 3%* of the employee's compensation.

Vesting of Employer's matching contributions (up to 3%*):

Years of Service	Vesting Schedule
1	25%
2	50%
3	75%
4	100%

Vesting of Employer's contributions (1.5%*):

Years of Service	Vesting Schedule
1	0%
2	0%
3	100%

Section 6: Summary of Benefits

A summary of all benefits is provided initially at the time of the New Employee Onboarding process. Active employees can review their summary of benefits through the Human Resources Information System (HRIS).

Section 7: Partial Disability

Employees who suffer a partial disability as a result of a job-related injury, and who are unable to perform their regularly assigned job, will be considered for open positions for which they are qualified and able to perform the regular duties of. Such employees will receive consideration as "in-house applicants".

Section 8: Group Insurance Benefits While on Leave without Pay

When an employee is on a disability leave of absence, El Rio Health will pay life, accidental death and dismemberment, and health insurance premiums on behalf of the employee and the 60% employer contribution for their dependents for a period of three months following the employee receiving their last paycheck.

Article VII – Education, Training & Benefits

Section 1: Purpose

Following the initial probationary period, regular employees are eligible for Educational Training Benefits to improve clinical skills, attain or maintain licensure or certification, and improve current or future job skills or performance at El Rio Health.

Section 2: Employee Funds for Educational Training and/or Job-Related Licensing or Certification Benefits

Employees may be reimbursed annually for courses that lead to licensing/certification in skills that benefit El Rio and are approved by their manager or delegate. The employee assumes all tax implications utilized for reimbursement for professional association dues, licensure, and certification.

- Group I Employees: $2,000
- Group II Employees: $800

This benefit may include reasonable travel and lodging expenses subject to manager approval. This benefit cannot be used to purchase equipment that can be furnished by El Rio's Information Technology Department.

Courses need to be non-remedial and part of a core degree program. Approval will not be withheld if the course / training is directly related to the needs of the position or department, and the obtaining of those skills benefits El Rio Health. In some cases, depending on departmental or staffing needs manager may request change to timing of training.
Part-time employees will be allocated on a pro-rated basis.

The Center will continue the current practice of allowing use of continuing education funds for professional memberships, books, and journals.

Non-Exempt employees participating in education or training activities during non-work hours, at the request or direction of the Center shall receive overtime pay or compensation time as provided for in Article VII, Section 5 of the Agreement, with the exception of those employees who are on paid leave status under the provisions of Section 5 of this Article.

Section 3: Licensing/Certification in Job-Related Skills

Under special circumstances, an employee may be allowed to utilize up to six (6) hours per week with pay, and without any loss of benefits to attend courses. For this to occur:

1. The course must be one of the final courses needed for immediate professional licensing or certification (i.e. RN degree)
2. The course is not offered at any time other than during work hours by local colleges and/or after obtaining the licensure/certification as an exchange for receiving paid time away from work. The employee will need to sign a contract agreeing to remain with El Rio for a specified period after obtaining the licensure/certification/degree as an exchange for receiving paid time away from work. The length of the contract commitment by the employee will be reviewed at the Labor Management Committee. Continuing Education classes/courses excluded.
3. Prior written approval needs to be obtained from the Chief Executive Officer before the employee is eligible.
4. Any other courses will be taken on the employee's time and will be subject to the reimbursement criteria contained in Section 4.

Section 4: Reimbursement for Provider Funds for Continuing Education

Payment for CME will be on a reimbursement basis only. Reimbursements will be based on actual hard copy or digital receipts for disbursements. No advance payments will be made unless to a third party (e.g. hotel or conference registration). Submission of certificates of registration and reports on CME units received must be presented prior to reimbursement.

Section 5: Paid Leave for Educational Training Benefits

With appropriate notice and the approval of the Director, Group I employees will be granted forty (40)hours leave with pay per year to year to attend continuing education or training necessary

to maintain licenses or other mandated credentials. Educational leave must be requested at least two (2) months in advance. Advance requests of less than two (2) months may be honored at the discretion of the Director. Reimbursements will be provided under CME for Licensures, Professional Dues and Certifications.

Part-time employees will be allocated on a pro-rated basis.

Group II employees must provide 10 business days' notice and obtain approval from their Leader prior to registering for trainings and reimbursement. The employee assumes all tax implications utilized for reimbursement for professional association dues, licensure, and certification.

Article VIII - Hours of Work/Working Conditions - Group II Employees

Section 1: Workweek

The standard workweek will consist of forty (40) hours in a seven-day week commencing on Sunday.

Section 2: Work Outside of Normal Hours

Upon agreement of the immediate supervisor and senior manager, an employee may work outside normal operating hours of El Rio Health.

Section 3: Meals and Rest Periods

Employees who work at least eight (8) hours per shift:

- Two paid, 15-minute rest periods per shift
- One unpaid meal period per shift of at least 30 minutes in length

Employees who work at least six (6) hours or more per shift:

- One paid, 15-minute rest period per shift
- One unpaid meal period per shift of at least 30 minutes in length

Employees who work at least four (4) hours per shift:

- One paid, 15-minute rest period per shift

To the extent possible, employees should take their meal period during the middle of their shift, with the goal to minimize disruption to patient care as much as possible. Meal periods are scheduled by supervisors to accommodate operating requirements in alignment with optimal staffing availability for clinic needs and periodic adjustments to schedule may be necessary. Employees must be relieved of all active work responsibilities during their meal period and they are unpaid for this time. It is the responsibility of the El Rio Health to provide relief coverage when available.

Employees should not be absent from their workstation beyond their scheduled meal or rest period and cannot forego meal or rest periods and apply this time to PTO. Unless previously

approved by their supervisor, employees may not forego meal or rest periods to leave work earlier than the end of their shift, combine rest periods with meal periods to extend the meal period, or to offset a late arrival for their shift.

Section 4: Overtime

Non-exempt (hourly) employees are entitled to overtime pay as defined by the Fair Labor Standards Act (FLSA). Overtime is paid at the rate of one and one-half (1 ½) times an employee's regular rate of pay for all hours worked more than forty (40) in a workweek. "Hours worked" refers to the amount of time spent working in a workweek. Paid time off (PTO) or sick leave are not included in hours worked for the determination of overtime. An employee cannot waive the right to be paid overtime wages.

In accordance with the FLSA, employees are not allowed to take compensatory time off in lieu of payment for overtime hours worked. However, if initiated by employee, a change in workweek may be allowed provided the time off is in the same workweek as the overtime worked and requires approval from the supervisor. All overtime must be authorized by a supervisor prior to the work being performed.

An employee may be required to work extra hours when operating needs cannot be met during regular working hours. When possible, advance notification should be given to address the personal needs of the employee. Overtime should be distributed as equally as feasible among employees qualified to perform the required work. Employees are required to timely and accurately record their hours worked to ensure payroll record accuracy and timeliness of recordkeeping requirements.

Section 5: Schedule Changes

A standard schedule will consist of workdays to be scheduled Monday through Saturday or what the Center requires to support the patients. Any changes to a regular work schedule will require thirty (30) days' advance notice to the affected employees.

Section 6: Direct Supervisor

El Rio Health shall ensure each employee has only one person designated as their direct supervisor for the purpose of supervision and evaluation.

If a supervisor is on an extended leave, there will be a supervisor assigned as a delegate supervisor. When an employee has transferred to a different job site or job classification, and the new supervisor has less than four (4) months' time supervising the employee, the employee's performance appraisal will be conducted by both the previous and current supervisors.

Section 7: Schedule Acknowledgement Form

In order to better accommodate both the scheduling needs of particular departments, as well as the preferences of individual employees to work particular schedules, El Rio Health and the Union hereby mutually agree to set aside Article VIII/Sections 3 and 5 of our Agreement as it pertains to eligibility for overtime pay and requiring scheduling of a minimum of a thirty (30) minute lunch break under the following circumstances:

1. Employees can request a change to their current work schedule by completing a Schedule Acknowledgement Form. If approved, the employee will be obligated to work the schedule agreed to for the term of that agreement.
2. Approval of Schedule Acknowledgement Form shall be at the discretion of the department head and senior manager the employee reports to.
3. The Schedule Acknowledgement Form shall not exceed forty (40) hours per week. Any hours over 40 worked in a week shall be paid at the overtime rate, (non-exempt employee).
4. The holidays observed are paid as eight (8) hours of holiday pay for full-time employees and will be pro-rated for part-time employees.
    a. Regular, full time employees working under an approved Schedule Acknowledgement Form shall receive the amount of hours correlating to their scheduled work hours correlating to their scheduled work hours of pay per day for jury duty, witness duty, and other approved Leaves with Pay outlined in Article XIII. Regular, part-time employees working under an approved.
    b. Schedule Acknowledgement Form are entitled to holiday hours and bereavement leave hours in direct proportion to their percentage of a full-time schedule, and the amount of hours correlating to their scheduled work hours of pay per day for jury duty, witness duty, and other approved Leaves with Pay outlined in Article XIII.
5. If multiple employees request the same day, requests will be approved based on the submission date and time as recorded in the Human Resource Information System (HRIS).
6. The Schedule Acknowledgement Form is available to any employee in any department upon mutual agreement of the employee and management.

Article IX - Group I Staffing/Hours/Working Conditions

Section 1: Scheduling of Sessions

A session shall be defined as a normal period of time when the Group I staff are available to patients of El Rio Health.

Section 2: Required Maintenance of Hospital Privileges

The El Rio Medical staff, according to specialty, shall maintain current active hospital privileges as follows:

1. Adult Care Providers who are contracted as combined practice at St. Mary's Hospital
2. Pediatrics at Tucson Medical Center (TMC)
3. OB/GYN's and Advanced Practice Practitioners–Certified Nurse Midwives at Tucson Medical Center (TMC).

Section 3: Support Staffing for Providers

Each provider will be assigned adequate support staffing so that patients are served in a courteous, prompt, and efficient manner. Upon request by the Union, the Center will give

pertinent data within five (5) working days relative to staffing levels. If upon examination of said data, the Union finds that adequate support staff is not being provided, the Union and Center will meet in an effort to rectify the problem.

Section 4: Provider Work Environment

Each provider will be assigned a clean and safe environment in which to work. Each examining room will be equipped with those instruments and equipment that can be normally expected to be available for the provider's specialty. Each provider will have an assigned workstation and utilize the available exam room during their scheduled patient care session.

Section 5: Diagnostic and Therapeutic Tools

The employer shall provide at the Center, and make available for provider's use, those diagnostic and therapeutic tools that can reasonably be expected to be found in a like facility consistent with community standards.

Section 6: Outpatient Call Schedule

El Rio will continue to maintain an after-hours nurse-staffed answering service to screen and triage after-hours patient calls to on-call physicians/providers.

Section 7: Changes in Provider Working Conditions

Proposals/projects which significantly alter provider working conditions will be communicated to the Medical staff within three (3) months to assure appropriate consideration of maintaining patient care standards and medical staffing.

Article X – Holidays

Section 1: Holidays Observed

El Rio Health will observe the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving Day
8. Christmas Day

Section 2: Pay for Holidays

Employees will receive holiday pay if the employee works their scheduled shift both before and after the holiday.

Employees who have scheduled time off, per PTO policy requirement of seventy-two (72) hours' notice on either of pre/post-weekends and holidays, (Planned Absence) shall remain eligible for the holiday pay. Non-Exempt employees who have not provided the seventy-two (72) hours'

notice for an absence of one hour or more on either of those days (Unplanned Absence) shall not be eligible for holiday pay.

If a holiday falls within an employee's properly scheduled PTO period, PTO for that day will not be applied, and the employee shall receive holiday pay instead.

Additional Considerations:

a. Upon the employee's request, Paid Time Off (PTO) in lieu of Holiday Pay will be granted in cases where the employee does not qualify for holiday pay due to an Unplanned Absence.
b. Holiday pay will be granted in instances of bereavement leave for a family member covered under the provisions of the Labor/Management Agreement. To be granted only if bereavement leave applies. Any additional time taken off must be scheduled in advance at least 72 hours in advance (i.e. if the employee is extending their time off due to the loss). Documentation must be provided.
c. Holiday pay will be granted in instances of hospitalization of employee or a family member that is covered under the PTO provisions of the Labor/Management Agreement. This does not include a visit to the Emergency Room (ER). It only applies if there is a hospitalization. Documentation must be provided.

Section 3: Holiday Work

All work performed on a holiday shall be paid at double (2) times the employee's straight time hourly rate. Holiday hours do not count toward hours worked and will not contribute to the calculation of overtime pay. Holiday pay for part-time, regular employees will be calculated on a pro-rated basis.

Group I employees shall be entitled to an extra floating holiday if the employee is on call or working and not receiving overtime during a weekday holiday, to be utilized within 90 days or the day will be forfeited.

Group II employees shall be entitled to an extra floating holiday if the employee is on call or working and not receiving overtime during a weekday holiday, to be utilized within that week or payroll period or the day will be forfeited.

Section 4: Assignment of Holiday Work

El Rio Health will rotate such assignments equitably among those employees qualified to perform the duties assigned.

Article XI – Paid Time Off (PTO)

Section 1: Use of Unplanned PTO

With the leader's approval, the use of unplanned PTO time for personal or family illness at the end of an employee's shift (less than two (2) hours) shall not be counted against the employee as an unplanned

attendance. Documentation from an authorized party must be furnished on the date the employee returns to work. In the absence of such documentation, the incident may be counted as an unplanned attendance. An employee cannot use unplanned attendance PTO for unplanned attendance at the beginning of a shift.

Section 2: Reasons for Unplanned PTO

For the purpose of this Section, immediate family shall be defined as spouse, domestic partner, father and mother, and dependent minors. Unplanned PTO shall be used in quarter (¼) hour increments for the following reasons:

1. for the employee's illness
2. for the employee's immediate family member's appointments that have been scheduled in advance and approved by their Supervisor
3. for illness within the employee's immediate family requiring the employee's presence
4. for medical emergencies

It is permissible, but not required, for a supervisor to inform an employee of their number of unplanned attendances or the effect an additional unplanned attendance may have on their pay.

Employees will be allowed to use the services of El Rio Health during work hours with their supervisor's prior approval. Denial of approval will only be for justifiable reasons.

Employees will utilize the services outside of their regular working hours when such services are available (e.g. Dental).

Section 3: Paid Time off (PTO) Accrual Maximum

PTO will be accrued by payroll period with a four hundred ((400) hour – (50) days) maximum accumulation balance.

El Rio believes that it is important to provide employees with means to take time off from work as needed. PTO is to be used to compensate employees for time off at their base rate of pay.

IMPORTANT INFORMATION:

1. El Rio's Paid Time Off (PTO) Program offers flexibility by combining traditional vacation, floating holidays, and sick leave benefits to be used jointly as PTO for all time off from work.
2. PTO accrual begins on the date of hire and occurs every pay period thereafter while in an active employment status.
3. PTO accrual is based on continuous years of service and full-time status.
4. All regular full and part-time El Rio employees are eligible to accrue PTO and are eligible to use PTO after passing an initial employment probationary period. Part-time employee accruals are on a pro-rated basis. Per Diem and Temporary employees are not eligible to accrue or use PTO.
5. After completing one year of employment with a PTO eligible status, once per year employees may convert 50% of their accrued PTO hours to cash. This once annual conversion will be at a 100% equivalent amount. For example, the conversion of 20 hours of accrued PTO will be paid at the full 20 hours. Requests for this once annual conversion must be made through the Human Resources Information System (HRIS) and approved by the Chief Human Resources Officer.

6. At one other point in the year, employees may convert half of their accrued PTO hours to cash but this second conversion will be paid out at a 50% equivalent amount. For example, an employee converting 20 hours of accrued PTO will be paid for 10 hours.
7. All conversion requests will be processed on the pay date immediately following the request.
8. PTO accrues to a maximum of four hundred (400). Once the cap is reached, additional PTO will not accrue until employee's balance drops below this maximum cap.
9. Unused PTO balances up to a four hundred (400) hours may be carried over to the following calendar year.

Section 4: Employee Accrual Rates (Group I and Group II)

Regular, Full-time Employees will accrue PTO according to the following schedule:

Implement modified pay period accrual rates (YOS – Years of Service):

Group I:

- Up to 2 years seniority: 9.23 hours per pay period (pp) / 30 days annually
- but < 5 years seniority: 10.46 hours (pp) / 34 days annually
- but <10 years seniority: 11.08 hours (pp) / 36 days annually
- >11 years seniority: 11.69 hours (pp) / 38 days annually

Group II:

- Up to 2 years seniority: 8.00 hours per pay period (pp) / 26 days annually
- but < 5 years seniority: 9.23 hours (pp) / 30 days annually
- but < 10 years seniority: 10.46 hours (pp) / 34 days annually
- 10 but < 15 years seniority: 11.08 hours (pp) / 36 days annually
- >15 years seniority: 11.69 hours (pp) / 38 days annually

For purposes of PTO accrual rates, full-time status for Group 1 is defined per the standard schedules listed for each provider specialty in Article V; and for Group II, 40 hours per week. All PTO will accrue at a rate proportional to the specialty's full-time status. A Provider who is scheduled for and works an additional patient-care session (extra shift) above and beyond their standard/base schedule may be compensated at their currently hourly rate for the session hours. Both the extra shift and the additional productivity will be included in the provider's incentive calculation. A Provider who is scheduled for and works an additional patient-care session (extra shift) above and beyond their standard/base schedule may be compensated at their currently hourly rate for the session hours. Both the extra shift and the additional productivity will be included in the provider's incentive calculation.

For employees with a PTO balance over three-hundred fifty (350) hours of PTO at the time that this agreement goes into effect, El Rio Health will make a one-time payout of PTO hours over three-hundred fifty (350) to bring down union-eligible employees' PTO balance to three-hundred fifty (350) hours. This will be done within 4 weeks of this agreement going into effect.

Section 5: Verification of Illness

Written provider verification of illness is required for any employee who has taken three (3) or more consecutive workdays off for personal illness before they can return to work unless on approved Family Medical Leave (FMLA). The provider verification must contain documentation that the employee is safely able to return to work.

Failure to submit verification of illness, upon request, will result in the unplanned attendance being considered unapproved, and the employee will be ineligible to receive PTO pay for the days in question.

Section 6: Part Time Employees Accrual Rate

Part time employee's accrual rate will be proportional to the amount of time worked.

Procedure:
All PTO requests must be submitted through the Human Resources Information System. Once approved, a PTO request cannot be revoked, unless mutually agreed to by the Leader and Employee. Management will review requests based on several factors, including but not limited to business needs and staffing requirements.

Group I and Group II PTO Requirements:

a. Group I employees' maximum time to request planned PTO leave is one-hundred twenty (120 for five (5) days or more. Group I employees shall receive a notification (via HRIS within five (5) business days).
b. Group II employees' maximum time to request planned PTO leave is one-hundred twenty (120 for five (5) days or more. Minimum time to request planned PTO leave request is fourteen (14) days for five (5) days or more. Group II employees shall receive a notification (via HRIS) within five (5) business days. When El Rio Health receives more requests than can be accommodated, the request from the employee that has the earliest time stamp will be approved. Once approved, PTO requests cannot be revoked without the mutual consent of the employee and the employee's manager.
c. Employees must accrue PTO before using it; it may not be used during the same pay period in which it accrues, nor "borrowed" from future accrual.
d. PTO can be used in minimum increments of one-quarter hour, up to a maximum of their assigned hours.
e. Requests for one (1) to four (4) days of PTO leave requires a seventy-two (72) hours advance notification but can be denied based upon the same criteria as multiple day PTO requests.
f. PTO must be sold back in hourly (60 minute) increments.
g. Upon separation of employment, unused PTO will be paid out at 100% of its value in the employee's final paycheck. PTO may not be used after a resignation has been received unless approved by a member of Senior Leadership. PTO may not be used to extend the date of separation.
h. All PTO requests submitted in the HRIS before the minimum requested time per group shall be reviewed and approved if said PTO requests does not conflict with business scheduling needs. Reasonable accommodations will be considered; however, the needs of the business will come first. All PTO requests must be submitted through the Human Resources System.

Section 7: Minimum Employment Before PTO Can Be Taken

PTO cannot be taken unless the employee has successfully passed their probationary period. Accrued PTO will not be paid to an employee who leaves the employment with El Rio Health prior to the end of the probationary period.

Employees with a contractual probationary period of longer than ninety (90) days may take PTO after ninety (90) days. This does not apply to employees who have had their probationary period extended.

Section 8: Use of Paid Time Off In lieu of Notice

Accumulated PTO cannot be used in lieu of notice of separation to El Rio Health without the written approval of the Chief Executive Officer.

Once notice has been given to El Rio Health, the employee shall not be eligible to use PTO during their last two weeks of employment unless the last day of work is extended for PTO time used to be considered eligible for rehire.

Section 9: Flexible Work Schedules (Group I and Group II)

In order to better accommodate both the scheduling needs of particular departments, as well as the preferences of individual employees to work particular schedules, El Rio Health and the Union hereby mutually agree to set aside Article VIII/Sections 3 and 5 of our Agreement as it pertains to eligibility for overtime pay and requiring scheduling of an hour long lunch break under the following circumstances:

1. Any employee wishing to participate in a Flexible Work Schedule shall complete a "Schedule Acknowledgment Form" and shall be obligated to work the schedule agreed to for the term of that agreement.
2. Approval of Flexible Work Schedules shall be at the discretion of the department head and senior manager the employee reports to.
3. Flexible Work Schedules shall not exceed forty (40) hours per week. Any hours over 40 worked in a week shall be paid at the overtime rate.
4. Regular, full time employees working a recognized flexible work schedule shall receive eight (8) hours of pay for each holiday or time off for holidays. Regular, part-time employees working a recognized flexible work schedule are entitled to paid holiday hours in direct proportion to their percentage of a full-time schedule. Exempt employees will receive pay for any holiday that falls on a typically scheduled workday and will not be charged PTO.
5. Regular, full time employees working a recognized flexible work schedule shall receive a maximum of eight (8) hours of pay for bereavement, jury duty, witness duty, and other Leaves with Pay outlined in Article XIII. Regular, part-time employees working a recognized flexible work schedule are entitled to paid hours in direct proportion to their percentage of a full-time schedule.
6. Employees who are not typically scheduled to work on the day that the holiday occurs may submit a request to use Flexible Holiday hours on a workday that is within 90 days of the holiday. Full time employees working a recognized flexible work schedule shall receive eight (8) hours of pay for each Flexible Holidays. For example – Employee works 10 hours, Holiday Pay 8

hours, 2 hours of PTO or LWOP. Regular, part-time employees working a recognized flexible work schedule are entitled to Flexible Holiday hours in direct proportion to their percentage of a full-time schedule. The request will not be unreasonably denied if departmental staffing levels can accommodate the request. If more employees request the date than be accommodated, seniority will be used to determine which request is approved, unless the senior employee changes their request after the less senior employee has been informed that their request has been approved.

7. Use of holiday hours may not result in the employee receiving pay for more hours than they are normally scheduled to work during that day.
8. Flexible work schedules are available to any employee in any department upon mutual agreement of the employee and management.

Article XII - Extended Leave Bank (ELB)

Section 1: Reasons for Use of the Extended Leave Bank (ELB), if available

Extended Leave Bank can be used in quarter (¼) hour increments for the following reasons:

a. for the employee's illness
b. for the employee's immediate family members' health appointments
c. for illness within the employee's immediate family requiring the employee's presence

Section 2: Authorization to Return to Work

Prior to Returning to Work an employee who has taken three or more consecutive workdays off for personal illness must provide a written provider return to work authorization. If the return to work authorization has any work restrictions/limitations, the employee is required to contact Human Resources prior to returning to work.

Section 3: Conversion of Extended Leave Bank (ELB) to Cash upon Termination

Extended Leave Bank (ELB) hours may be converted to cash upon departure from El Rio Health according to the following table:

- 10% after five (5) years of employment
- 20% after ten (10) years of employment
- 30% after fifteen (15) years of employment
- 40% after twenty (20) years of employment
- 50% after twenty-five (25) years of employment

ELB conversions are subject to a maximum limit of $6,000 in all cases.

Section 4: Use of the Extended Leave Bank (ELB)

For Employees who have identified as requiring "sick time", shall use the ELB Bank, (if available), prior to PTO.

Article XIII – Leaves of Absence:

All leaves will run in conjunction with any State or Federal applicable leave available to the employee.

Section 1: Bereavement Leave

Within a calendar year, a maximum of four (4) days of bereavement leave with pay will be granted in the case of death of family member. PTO days may be used for any additional missed time. Employee is to provide verification to receive payment for bereavement leave if it is in conjunction with receiving pay for a paid holiday.

Section 2: Witness and Jury Duty

The employee must present the original notice of jury duty or the subpoena to their supervisor.

> **Jury Duty**: Reporting for and/or serving on a jury in response to an official notice.
>
> **Witness Duty**: Time officially spent as a witness in response to a properly served subpoena issued because of employment with El Rio Health or time spent as a witness not associated with Center employment.

An employee required for jury duty (defined above) or witness duty (defined above) involving absence from assigned work will immediately notify their immediate supervisor. The employee must present the original notice of jury duty or the subpoena to his/her Supervisor.

An employee who is reporting for and/or serving on jury duty shall:

- Receive full pay from El Rio Health by agreeing to submit all pay received from jury duty to El Rio Health minus mileage to Payroll.
- Charging the jury duty time to PTO time or accumulated time and retaining all pay received for jury duty; or, if a demographic form has not been submitted to Payroll, PTO will be charged in lieu of Jury Duty pay.
- Being placed on leave without pay status for jury duty time and retaining all pay received for jury duty.
- An employee who has been subpoenaed to appear as a subpoenaed witness in a matter not associated with El Rio Health employment shall have the same options as with jury duty. The employee shall return to work immediately after release from jury service each day, or time spent as a witness, if such release takes place during working hours.
- If there are no PTO accruals available, the employee will be placed on leave without pay status for jury duty time and will retain all pay received for jury duty.
- No employee will be subject to any substantive change in work tasks because of lengths of time spent on either witness or jury duty.

An employee who is subpoenaed to appear as a witness because of employment with El Rio Health shall be excused from work and shall submit all witness fees to Payroll.

The employee shall return to work immediately after release from jury duty each day, or time spent as a witness, if such release takes place during working hours.

Section 3: Voting

El Rio Health will allow you to take an hour off before the start of your shift OR at the end of your shift to allow you a three-hour block of time to vote.

You need to notify your supervisor seventy-two (72) hours prior to requesting as to which option you are choosing so that patients can be scheduled accordingly.

For those employees working either a 10 or 12 hour shift on voting day you can request more than one hour off at either the beginning or end of your shift, but you need to request that time off at least seventy-two (72) hours prior to the election. You will be able to schedule time-off until 9:00 am in the morning or after 4:00 pm in the afternoon to have a 3-hour block of time in which to vote.

Section 4: Parental Childcare Leave

The eligibility period for requesting and for taking such leave is from the date of birth/adoption to six (6) months after that event. In no case will any parental/childcare leave extend beyond six (6) months from the date of birth/adoption nor can any employee use this benefit to extend this leave, or any other leave period, beyond six (6) months of total duration. If this position has been eliminated, another comparable position will be offered to the employee.

Section 5: Status upon Return from Leave

Upon termination of any of the unpaid leaves contained in this Agreement, the employee shall be restored to their seniority and to their position if that position is still available. For employees who take leave of six (6) months or longer, if that position is no longer available, the employee shall be placed in any currently open position for which they meets the qualifications as set forth in the job description, and which is classified at the same (or lower) grade than the position they took leave from.

Article XIV – Leaves Without Pay (LWOP)

Employees with five (5) or more years of employment with the Center are entitled to ten (10) days of leave without pay, which is non-cumulative and can be taken only once during the term of employment. Any leave without pay beyond the time accumulated for an employee will be at the discretion of the Department Director. If employee disagrees with the decision of the Department Director, they can appeal to the Chief Executive Officer for the final decision.

Article XV - Promotions, Layoffs, & Other Workforce Changes

Section 1: Definitions

Reassignment - A change of permanent position from one supervisor to another with no

change in classification or pay, or a change in workstation of over five (5) continuous days.

Transfer - A change in classification within the same pay grade.

Reclassification - A shift in duties over time that more appropriately belongs in a different job classification.

Layoff - An involuntary termination caused by lack of funds.

Section 2: Seniority

Every employee covered by the terms of this Agreement shall have seniority calculated from the original date of hire and accrued daily.

Section 3: Breaks in Seniority

An employee does not accrue seniority under the following circumstances:

a. No work or position seniority will be implied, unless employee is part of a workforce reduction/layoff, then employment seniority within the current position will apply (Company-wide seniority will be evaluated first, then, position seniority).
b. The employee's per diem status does not count toward seniority.

Section 4: Promotion

When a Group II employee is promoted to a new position, a market rate analysis will be conducted to determine the offer amount to ensure equity and fairness. An employee will be placed in the new salary range at market rate or in a pay range with a minimum of a 4% increase to be determined by whichever is greater.

Section 5: Demotion

When a Group II employee is demoted to a new position, a market rate analysis will be conducted to determine the offer amount to ensure equity and fairness.

Section 6: Posting of Vacancies

When a vacancy for a new or existing position arises within the bargaining unit, such vacancy shall be posted with grade level and salary range in a manner that all employees are notified of the posting(s) via email and is internally available for at least five (5) working days for internal applications utilizing the El Rio Health HRIS. If not filled within thirty (30) days, then the position will be re-posted. If there is an internal applicant that meets the minimum job description

requirements and is eligible for a transfer or promotion, the position will be offered to them. If there is more than one internal applicant meeting the minimum job description requirements and both are eligible, the hiring decision shall be made on the basis of position qualifications, and where qualifications are substantially equal, seniority within the same type of position at El Rio Health shall be the determining factor. Internal applicants must be in their current position for at least twelve (12) months before being eligible to apply for a transfer and for a promotion, the employee must not be on probation. If the employee fails the probationary period of the new position or is not satisfied with their new position, they can return to their old position only if the position is still available. The employee can also transfer to any appropriate open position where they meet the minimum qualifications of the job but will become ineligible to transfer again to another El Rio Health position for a period of six (6) months. El Rio Health's failure to adhere to the above is grievable.

If an employee has received any form of Formal Discipline under the El Rio Health Progressive Discipline Policy (Coaching is not included) they are not eligible to be considered for other positions within El Rio Health for at least six (6) months from the date of the formal discipline.

The employee that qualifies per the Labor Management Guidelines for the transfer or promotion position posted internally with El Rio Health will be cleared for consideration by the following guidelines. Internal job postings will indicate the internal qualified successful candidate will be subject to a criminal background screening if it has been more than twelve (12) rolling months since their last background screening. Qualified successful candidates must not have adverse results.

The qualified employee will provide authorization to the El Rio Health / Third-Party vendor to perform a criminal background screening, only if the employee has not had a background performed in the previous rolling 12 months. Failure to provide authorization will eliminate the employee from transferring or being promoted.
If the employee has completed a criminal background screening through our Third-Party background vendor without adverse results, they will be approved to move into the position.

If there are adverse results in the background screening, an additional review will be conducted by the HR Management Team.

If these results are utilized by the HR Department to consider the withdrawal of the employee as a candidate for the position, a pre-adverse action disclosure letter, a copy of the report, and summary of the applicants' rights under the Fair Credit Reporting Act, will be sent to the employee. If there is no notification from the employee within five days, the employee will be withdrawn, and the Third-Party Background vendor will provide a post-adverse action letter.

If the background results have questionable results, they will be reviewed by the Chief Human Resources Officer to determine if the internal candidate can be considered for the position and/or considered to remain employed.

Section 7: Layoffs

If it becomes necessary to reduce the workforce in any classification in the Bargaining Unit, layoffs shall generally be in the inverse order of El Rio Health wide seniority within the classification. If there is need to reduce any classification by three (3) or more employees, the 3rd layoff (and every subsequent 3rd layoff) shall be based upon performance criteria established by management and the union for that classification.

In all cases, temporary or probationary employees within the affected classification will be laid off prior to any full-time regular employees.

Any employee scheduled to be laid off shall be permitted to move to a different classification within the Bargaining Unit in which the probationary period was successfully completed if the employee has more seniority than an employee within the different classification previously held, provided the employee continues to meet the current minimum qualifications as contained in the job description for the different classification (bump). Employees exercising the option (bumping) must inform the El Rio Health, in writing within, two (2) working days upon receiving notice of layoff. Employees laid off shall be rehired (recalled) to his/her classification in the inverse order of layoff before any position within the affected classification is filled by transfer, promotion, or initial hiring. However, recall rights are valid only so long as the laid off employee has seniority (six (6) months from date of last layoff).

An employee who is recalled from layoff shall be notified by certified mail, at his/her address on file in the Human Resources Department. The employee is responsible for maintaining a current address in the Human Resources Department If the employee does not contact El Rio Health's Chief Human Resources Officer within five (5) working days of the date of postmark on the recall notice, they shall be considered to have resigned from El Rio Health and lose all recall rights. If the employee accepts the offer of recall, he/she shall be available to work within five (5) working days of receipt of the notice. Any employee who declines an offer of recall automatically forfeits any future recall rights

Section 8: El Rio Health Reassignments and Transfers

Reassignments and Transfers will be dependent on business need. Reassignment and Transfers shall be voluntary. If no employee volunteers, El Rio Health reserves the right to reassign or transfer the employee who is determined to be the most suitable in the appropriate job classification. El Rio will consider seniority and employee preferences, among other factors, when reassigning and transferring employees.

Employees reassigned under this section shall have the right to appeal such reassignment to the Chief Human Resources Officer.

Reassignment compensation will continue until the reassignment ends. All interim assignments must be approved in advance and in writing by the supervisor and/or senior manager. Such assignments will explicitly state the temporary salary level and the duration of the assignment. Extension of such assignments must also be documented in writing.

Section 9: Reclassification

An employee who feels that their job duties have substantially changed and they more appropriately belong in another job classification shall have their job audited by the Human Resources Department, through a comprehensive job analysis process within thirty days of the request.

If the employee disagrees with the conclusion of the Human Resources Department analysis, they shall have the right to utilize the grievance process.

Section 10: Work in Higher Classification

Employees who are required to perform work more consistently found in a classification of a higher pay grade will be compensated for such assignment by receiving compensation equal to the same salary range they are currently on at the higher classification's rate of pay. The employee shall be compensated upon assignment and continue until reassignment to usual duties. All assignments to work in a higher classification must be made in advanced and in writing by the supervisor and/or senior manager over the department the employee works in. Such assignments shall explicitly state the temporary salary level and the duration of the assignment. Extension of such assignments must also be documented in writing.

The pay increase shall not be granted, however, if the assignment is part of an on the job training program.

Section 11: New Technology

Employees required to utilize new software for business machines as part of their jobs will be provided with training in the use of such software or technology. Such training may consist of in-house classes, one-on-one tutorial, off site training provided at the Center's expense, or any combination of the aforementioned items.

Article XVI - Employee Discipline

El Rio Health will base all discipline and discharge action on just cause.

Management must address the incident within 30 days of the date they become aware of the incident, with a maximum of 6 months. El Rio Health and the Union may extend this deadline by mutual written consent.

If the employee elects union representation, all formal disciplines will be scheduled within two (2) business days of advance notice to all parties, unless waived by the employee.

This is documented only in the manager's employee file and not subject to placement in the Human Resources Employee file.

Every formal discipline shall be signed and dated by the employee & manager before placement

into the employee's personnel file. The employee's signature will serve to acknowledge the formal discipline. An employee's signature will not necessarily imply agreement with the formal discipline and all forms of formal discipline will be grievable as per contract provisions.

Section 1: Performance/Behavior Progressive Discipline:

Informal Coaching Disciplinary Action (Performance/Misconduct):

Supervisors will informally coach and instruct employees about necessary improvement in their work performance or behavior.

Formal Disciplinary Actions (Performance/Misconduct):

Formal disciplinary action may include the following:

1. Written Warning
2. Suspension
3. Discharge for Cause

Coaching: Supervisors counseling (coaching) of employees relative to performance and/or behavior will not be a "disciplinary action" and will not be used as part of the disciplinary process. It is explicitly understood that corrective, instructional, critical, or exploratory exchanges, consultations or conferences between a supervisor and an employee are not formal reprimands unless identified as such by the supervisor.

El Rio Health shall utilize progressive discipline in dealing with its employees. Prior to the issuance of reprimands for minor kinds of deficiencies or offenses, supervisors will informally counsel and instruct employees about necessary improvement in their work performance or behavior. This counseling or coaching must occur in a private office or area removed from the immediate presence of others. It must occur face to face and may not be presented to the employee by email.

Progressive discipline does not require that each penalty be more severe than the immediately preceding one, regardless of the offense involved.

El Rio Health may utilize the level of progressive discipline to address incidents.

A copy of the reprimand will be given to the employee, the original sent to Human Resources, a copy to the Union steward, a copy for the Employee, and one copy retained by the supervisor. The supervisor may not use the written warning to substantiate additional discipline if the same factual infraction occurs greater than six (6) months later. For unplanned absence issues the period is six (6) months.

Employee performance/misconduct infractions within a rolling twelve (12) month period could be serious enough to apply the level of discipline warranted on employee infraction.

Written (Progressive discipline will be applied as follows)**:**

- Improper performance/behavior will be brought to the employee's attention by their supervisor, and an opportunity will be given to the employee to speak freely.
- The discipline will be followed by a written summary outlining the points covered and the requirements necessary to satisfactorily perform their work.

A copy of the discipline document, (above a coaching), will be given to the employee, the original sent to Human Resources, a copy to the Union steward and one copy retained by the supervisor.

Suspension: If the infraction(s) persist(s), the employee will be notified in writing that they have failed to improve and consequently will be suspended without pay for two (2) consecutive days. This information will be written and given to the employee, and a copy sent to Human Resources.

Discharge for Cause: If the employee, upon returning from suspension, continues to commit infractions, the employee will be notified in writing that they are terminated.

Section 2: Formal Disciplinary Actions (Attendance):

Formal disciplinary action will include the following:

1. Coaching (Must occur before proceeding to the written disciplinary action level. Coaching should be conducted at the fourth (4th) occurrence)
2. Written
3. Suspension
4. Discharge for Cause

Coaching: About issues involving unplanned absences, supervision may first coach the employee before proceeding to the formal disciplinary process.

Written: Written disciplines will provide the specific reason(s) for the action taken. Whenever possible, required corrective action will be specified to the employee.

Suspension: If the infraction(s) persist(s), the employee will be notified in writing that they have failed to improve and consequently will be suspended without pay for two (2) consecutive days. This information will be written and given to the employee, and a copy sent to Human Resources.

Discharge for Cause: If the employee, upon returning from suspension, continues to commit infractions, the employee will be notified in writing that they are terminated.

Section 3: Infractions

The following non-inclusive list of infractions shall be cause for disciplinary action ranging from reprimand to suspension to termination of employment:

a. Excessive unplanned attendance(s) (see Section 4a).
b. Failure to notify their supervisor (or documented designee) a minimum of one hour before the start of their scheduled shift by means documented by the departmental leader, when unable to work.
c. Unauthorized possession or use of firearms or other weapons on El Rio Health property.
d. Deliberate or careless damage to El Rio Health property.
e. Interference with or refusal to obey any supervisor, security personnel, or other duly constituted authorities.
f. Inefficient or careless performance, including failure to maintain any defined standards of quality, productivity, or patient service expectations.
g. Disorderly conduct on El Rio Health premises, which disrupts patient workflow, site management or processes.
h. Intentionally falsifying an employment application or any other El Rio Health records or documents.
i. Failure to observe safety rules and regulations.
j. Failure to adhere to the El Rio Health's smoke-free environment.
k. Theft from fellow employees, patients or from anyone on the El Rio Health premises.
l. Leaving the department or job during working hours without proper permission.
m. Use of abusive or threatening language.
n. Unauthorized use or removal of El Rio Health records or property of any kind, or records or property in the custody of El Rio Health.
o. Altering job or work records, including patient information.
p. Failure to return to work upon expiration of an authorized leave or vacation.
q. Failure to report to work for three consecutive days without proper notification.
r. Misrepresentation of the reason in applying for a leave of absence or other time off from work.
s. Harassment of any employee.
t. Making racial or ethnic slurs, or engaging in sexual harassment against any employee, visitor, patient, or others on El Rio Health premises.
u. Failure to declare, or upon request to withdraw from outside activities which conflict with, detract from, or otherwise adversely affect the interests of the El Rio Health.
v. Failure to cooperate in keeping El Rio Health facilities clean and sanitary.
w. Failure to promptly report to supervisor any significant errors or mistakes or accidental damage affecting patient care or impacting El Rio Health.
x. Failure to observe standards of dress and personal hygiene appropriate to the job.
y. Unauthorized disclosure of confidential information.
z. Being under the influence of drugs, alcohol, narcotics, or other intoxicants while on duty, or any other form of substance abuse that affects job performance.
aa. Failure to accept referral to counseling and treatment when appropriately referred by supervisor and physician.
bb. Soliciting of tips or gratuities from patients or from family or friends of patients.

cc. Engaging in any behavior or activity that jeopardizes patient care or compromises patient dignity.
dd. Insubordination (definition to be determined by the Chief Human Resources Officer)

Section 4: Disciplinary Procedure for Absenteeism

Definition of Excessive Unplanned Absence

- Ten (10) unscheduled absences/tardies OR
- Three (3) or more unscheduled absences immediately preceding or following a holiday or weekend OR
- Two (2) or more occurrences when employees offer to cover shifts then are a no show within a rolling twenty-six (26) week period will also be considered excessive absenteeism.
- Reoccurrence of the missed punches ratio at 27:26 or greater within six (6) months of the last disciplinary warning will result in the disciplinary process being picked up where it last left off. Progressive discipline as outlined in the Labor/Management Agreement will be used, up to and including termination.

A single occurrence shall be defined as five (5) consecutive days or less of unplanned attendance or unprotected leave.

a. Absence classifications
   There are only two types of absence classifications under this Agreement. The two classifications are "Planned Absences" and "Unplanned Absences".

   - Planned Absence(s)
     A Planned Absence is defined as an absence for which seventy-two (72) hours prior written notification was given to supervision.

For Disciplinary purposes, the incidents listed below are not counted against the employee:

1. Time taken off with prior written approval for bereavement leave to be granted only if bereavement leave applies. Documentation must be provided if the leave is taken before/after a holiday to receive holiday pay.
2. Time taken off with prior written approval for witness/jury duty. Documentation must be provided.
3. An employee gives their leader seventy-two (72) hours advance notice of a medical appointment, and the appointment is moved either forward or backward by a single day.
4. Time taken off as the result of a documented work related or industrial injury.
5. Time taken off for a condition for which the employee has already submitted appropriate documentation and has been approved for Family Medical Leave Act (FMLA) protection. If the time is taken off for anything other than the designated FMLA condition, it is unplanned.
6. In instances of hospitalization of an employee or a family member that is covered under the PTO provisions of the Labor/Management Agreement. This

does not include a visit to the Emergency Room unless admitted to the hospital. Documentation must be provided.

- Unplanned Absence(s)
  Unplanned absence(s) are defined as any other absences for which seventy-two (72) hours advance notification was not given. Time will be documented in the HR System.

Some examples would be:
- Clocking in five (5) minutes or later after expected start time per scheduled shift
- Clocking in from their meal period five (5) minutes after expected return time.
- Clocking out from work before their scheduled shift end time.

b. Additional considerations
   1. Under Article XVI, Section 3b, employees must call in at least one hour prior to the start of their scheduled shift.
   2. Each incident when an employee fails to properly call in to report, they will have an unplanned absence will count as such.
   3. Unplanned absence(s) for three (3) consecutive days due to an employee illness or procedure will require the employee to provide a return to work release.
   4. When there is no notification from the employee on any of those three (3) days, it may be considered abandonment of their position and may be processed for termination of their employment.

c. Absence Reward Program
   Group II employees will be eligible to receive a quarterly bonus of $150 per quarter if they meet the following criteria:
   1. They have no Unplanned Absence and no Missed Punches during that calendar quarter.
   2. At least seventy-two (72) hours' notice was given prior to any occurrence.
   3. Will be eligible to receive a partial quarterly bonus of $75 if they meet the following criteria:
      a. They have only one Unplanned Absence OR one Missed Punch during the calendar quarter.
      b. Employees on probation during any portion of the calendar quarter are not eligible for an Absence Reward.

Absence Rewards for Part-Time employees will be prorated.

The calendar year is divided into four (4) quarters:
- 1st Quarter: January 1 through March 31
- 2nd Quarter: April 1 through June 30
- 3rd Quarter: July 1 through September 30
- 4th Quarter: October 1 through December 31

Section 5: Personnel File

For the purpose of this Section, Personnel File is defined as the official employment records, exclusive of medical records, which in all cases are confidential, normally in the custody of the employer and to be kept in the Human Resources Department.

An employee may upon reasonable notice, inspect, and copy records contained in their personnel file (such as absence and tardy records, work observation records, appraisals, and records bearing on disciplinary action). No personal information will be released without prior approval of the employee, except when legally required. The employee will be notified of the release of information. No material derogatory to an employee's conduct shall be placed in the personnel file unless the employee has been given the opportunity to read and sign such material. The employee must sign all such material.

If the employee does not sign said material, El Rio Health shall contact the Steward, who shall verify the employee's opportunity and affix their signature attesting that the employee did read the material.

Employee's records shall be available only to the employee, the Union, upon written permission of the employee, the Human Resources Department, the Executive Director of El Rio Health, and/or appropriate supervisor(s). Files of employees who are not directly involved in a grievance pending before the Grievance Committee or an Arbitrator that are determined to be relevant to the matter being grieved shall be presented in a manner that assures the anonymity of those employees.

Article XVII- Grievance and Arbitration

Section 1: Informal Resolution

El Rio Health and the Union acknowledge that it is usually most desirable for an employee and their immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to resolve the matter, a grievance may be presented and processed by the Union as follows:

Section 2: Presentation of Grievances

Grievances shall be presented by a steward or officer of the Union to the Chief Human Resources Officer or their designee, which shall date stamp the grievance, provide the Union with a receipt, and after reviewing with the party addressed in the grievance, provide a written response to the Union Office in the allotted period.

A grievable matter is defined only as a dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement and shall be handled in accordance with the following procedures:

1. Grievances must be initiated by the Union within ten (10) working days from the date the grievant becomes aware of the item being grieved.

2. If the person to whom a grievance is directed does not recognize the issue being grieved to be a grievable matter, they shall so inform the Union and pass the grievance on to the next level.

Section 3: Level 1

Grievances shall be submitted in writing to the Chief Human Resources Officer or their designee, in the form agreed to mutually by El Rio Health and the Union. The Chief Human Resources Officer or their designee shall keep records of grievances and who will investigate the matter and respond within five (5) working days.

Section 4: Level 2

If the Union is not satisfied with the response at the first Level, an appeal may be submitted to the El Rio Health Chief Human Resources Officer (CHRO), within five (5) working days of receipt, the CHRO shall review with the Senior Leader of that department and provide a response and the CHRO will work with the Personnel and Grievance Committee Coordinator, (Executive Administrative Assistant to the Chief Executive Officer) and a meeting will be scheduled for the Personnel and Grievance Committee, affected management, employee(s), Union and Human Resources to meet.

The Personnel and Grievance Committee of The Board of Directors of El Rio Health will have meetings scheduled every 60 days to hear grievances. If the grievance process is in favor of the employee(s), the Committee will provide or solicit specific instructions from Union representation and the Chief Human Resources Officer.

When an employee has been coached, educated, and mentored around performance that poses a risk to patient safety, patient quality of care or violation of regulatory legislation and the misconduct continues to occur, termination of employment will occur. This is not a grievable termination. The Chief Executive Officer, or their delegate, must attend all Patient and Grievances committee meetings.

Neither the Union nor El Rio Health, nor their representatives, may disclose the existence, content, or results of any grievance procedure hereunder to third persons without the prior written consent of both parties, except to the extent necessary in connection with legal action or as otherwise required by law.

Section 5: Level 3

If the matter remains unresolved, the Union or El Rio Health shall have the option of taking the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) working days following the receipt of the response from the Personnel and Grievance Committee. Upon receipt of the demand for arbitration, El Rio Health and the Union shall attempt to agree upon an Arbitrator to be selected from one of the following categories of persons residing in the Tucson area: Lawyers, Professors of Labor Relations, Professional Arbitrators, and any others with professional paid Labor/Management experience. Both parties shall keep the negotiations or any other aspect of the selection process in strict

confidence. It is understood that failure to agree upon such neutral Arbitrator, is not an arbitral matter under this Agreement. If the parties are unable to agree upon an Arbitrator from one of the foregoing categories within five (5) working days after receipt of the demand for arbitration, the Director of the Federal Mediation and Conciliation Service shall be called upon to provide a list of seven (7) Arbitrators with health care experience. The Arbitrators shall be selected by striking the names on the list by each side, one at a time, until one remains. The remaining name shall serve as the Arbitrator.

The jurisdiction and authority of the Arbitrator shall be confined exclusively to the application and interpretation of a specific provision or provisions of this Agreement at issue between the Union and El Rio Health. Arbitrator's decision is to be received no later than sixty (60) days from the final date of the hearing.

Section 6: Grievances against Senior Management

Grievances against Senior Management staff shall commence by submitting the grievance to the Chief Human Resources Officer.

Section 7: Failure to Comply with Time Limits

Failure of El Rio Health or the Union to comply with time limits specified herein shall entitle the grievant to appeal to the next level of review, and the failure of the grievant to comply with said time limits shall constitute abandonment of the grievance, except, however, the parties may extend time limits by mutual written agreement.

Section 8: Rights of Arbitrator

The Arbitrator shall not have the right to alter, amend, delete, or add to any of the terms of this agreement, or go beyond the scope thereof. The decision of the Arbitrator shall be in writing and shall be final and binding on both parties. The expenses of the Arbitrator will be borne equally by both parties.

Section 9: Rights of Employees under Labor/Management Relations Act

Nothing in this Article or in this Agreement as a whole shall limit the right of the employees under Section 9 (a) of the Labor/Management Relations Act of 1947, reading as follows: "Provided, that any individual employee or group of employees shall have the right to present grievances to their employer and to have such grievances adjusted, without the intervention of the Bargaining Representative, as long as the adjustment is not inconsistent with the terms of a Collective Bargaining Contract or Agreement then in effect: Provided further, that the Bargaining Representative has been given opportunity to be present at such adjustment".

Article XVIII - Probationary Period

Section 1: Initial Probation for Group I
Beginning with the date of initial hire, all Group I will serve a probationary period of six (6) months with an option of extending three (3) months, during which time they may be discharged at El Rio Health's sole discretion without recourse to the grievance procedure.

Section 2: Initial Probation for Other Employees
Beginning with the date of initial hire, all other employees will serve a probationary period of ninety (90) calendar days during which time an employee may be discharged at El Rio Health's sole discretion without recourse to the grievance procedure.

At the end of the probationary period, the work performance of the employee will be evaluated by the supervisor and when found satisfactory; the employee will be considered a regular employee, except that any employee's probationary period may be extended an additional thirty (30) calendar days for just cause, as expressed in writing.

Section 3: Transfer/Promotional Probation
All employees assuming a new position, which has not been identified as a per diem or agency position, must serve a ninety (90) calendar day's probationary period. If, during the probationary period or at the end of that time, the employee has not shown sufficient mastery of their new position (as judged by El Rio Health), they may go back to their former position by displacing the least senior incumbent in that classification in their previous department. Probation may be extended an additional thirty days (30) days by El Rio Health. No Personal Time Off (PTO) may be taken during a probationary period unless the transferee received approval from their previous leader prior to transferring or the new leader agrees to provide the PTO (does not apply to new hires).

Article XIX - Definition of Employee (Group II)

Section 1: Full Time
Full Time Employee: A full time employee is an employee regularly scheduled to work forty (40) hours per week, unless otherwise stated in this Agreement.

Section 2: Part Time
Part Time Employee: A part time employee is an employee regularly scheduled to work less than forty (40) hours per week. Part time employees shall, based upon seniority, be given first choice for full time positions within their classification before such vacancies are posted. Part-time employees' benefits (for which an employee is eligible) will be proportional to the number of hours regularly scheduled to work.

Section 3: Regular
Regular Position: A position which is intended to be ongoing (either full time or part time), and for which the terms of this Agreement will apply after the person selected successfully completes an initial (new hire) probationary period.

Section 4: Establishment of Status
An employee's status as defined in Sections 2, 3, and 4 of this Article shall be established in writing at the time of hire.

Article XX - General Provisions:

Section 1: Lunchroom
A lunchroom facility shall be provided and maintained for employees.

Section 2: Copies of Evaluations
The purpose of the annual evaluation shall be to identify an employee's area(s) needing improvement, as well as to recognize and identify an employee's areas of strength. Annual evaluations shall not be used to discipline, punish, retaliate, or discriminate against an employee, but may be used to communicate performance deficiencies, policy violations, and required improvement.

Employees are encouraged to actively participate in the development of the criteria that will be utilized during the appraisal period. The use of progress reviews, during the appraisal period is also strongly encouraged.

Employees shall be given five (5) workdays to review their yearly evaluation after it is presented to them by the supervisor to sign it and provide any comments.

Evaluations will be given to the employee within thirty (30) days, if an employee is at work, of the completion of the evaluation period. If the evaluation is not completed within that date, the Union reserves the right to ask for the evaluation and the employee will receive their annual pay increase.

Section 3: Appeal of Evaluations
Employees who have been denied a salary increase due to their performance evaluation shall have the right to appeal such evaluation. Such appeal shall be reviewed by a Compensation Committee. The employee will have 30 days from the date they sign off on their annual review to file a request for an appeal with a Union Steward and the Human Resources Director. The Compensation Committee will meet with the employee and the manager to review the appeal request. The Compensation Committee will make a recommendation for action to the Chief Executive Officer of the Center, who will make the final decision.

Section 4: Minimum Standards

Unless specifically provided for herein, no employee shall, during the terms of this Agreement, suffer a reduction in wages, including the benefits set forth in Article VI hereof, or hours previously granted by El Rio Health.

This Agreement provides minimum standards only and shall not prevent El Rio Health from granting additional payment or benefits so long as such granting is not otherwise in violation of this Agreement.

Section 5: Dress Code

Cleanliness, neatness in appearance, good personal hygiene, and grooming are required of all employees. In addition to health and safety concerns, all employees are expected to present a positive image to patients and the public in their comportment and manner of dress in the work environment. Specific standards relating to these issues are the prerogative of El Rio Health and El Rio Health shall make every good faith effort to consult with the Union in the development, expansion, and clarification of these standards prior to publishing them.

If El Rio Health implements a change in uniform requirements, El Rio Health shall provide a mutually agreed upon dollar amount to employees for the purchase of uniforms. This dollar amount will, be determined at the time of inception in Labor Management.

Section 6: Paydays

Employees will be paid on a biweekly basis.

Section 7: Use of Volunteers

El Rio Health agrees not to utilize volunteer services in a manner that would serve to supplant the current work force.

Section 8: Non-Conflict between Contract and Policy/Procedure Manuals

Any policy and procedure manual developed by El Rio Health will not conflict with the terms of this Agreement.

Section 9: Required Notice for Reorganization

In the event of reorganization by El Rio Health affecting eight (8) or more employees, El Rio Health will provide thirty (30) calendar days' notice of the reorganization to the Union.

Section 10: Minimum Notice of Layoff

In the event of employee layoffs, any employees to be laid off will receive a minimum of ten (10) working days' notice of such a layoff. During such ten-day period, employees may utilize administrative leave with pay to pursue future employment opportunities.

Section 11: Committees

Members of the Bargaining Unit will participate in committees of El Rio Health, including, but not limited to, the Clinical Advisory Council, to develop and coordinate patient care policy.

Committees shall meet during regular working hours and Group II employees who are members shall be compensated with their appropriate wages for time spent in these committee meetings.

Section 12: Labor Management Committee

The Labor Management Committee shall consist of eleven (11) members. Membership will be composed of five (5) members designated by the Union, and five (5) members designated by El Rio Health. The President of the Board of Directors shall appoint a member from the Board of Directors to the committee. The Labor Management Committee shall meet monthly during working hours and members of the committee shall be compensated their normal wages for time spent on the committee. The purpose of the committee will be to discuss problems, interests, and objectives of mutual concern including operational issues, concerns related to workflow and staffing, and any other mutual concerns.

Section 13: Other Committees

The Union will recommend two (2) Providers to participate in the Clinical Advisory Council, and a Clinical Innovations Committee of CAC will be created as a forum for Providers to discuss clinical issues and innovations. Composition of the Clinical Innovations Committee will be determined via the Labor Management Committee.

Article XXI - Separability and Savings Clause:

Section 1: Invalidation of Separate Parts

Should any part hereof or any provision herein be rendered or declared illegal by reason of any existing or subsequently enacted legislation, such invalidation shall not invalidate the remaining portions of this Agreement. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administrative decrees or decisions.

Section 2: Replacement of Separate Parts

In the event that any Article or Section is held invalid by a court of competent jurisdiction, the parties affected hereby enter into immediate negotiations for arriving at a mutually satisfactory replacement for such Articles or Sections during the period of invalidity or restraint.

Article XXII - Interim Negotiations

There shall be no negotiations on proposals for modification of this Agreement, which have been introduced after the execution of this Agreement, except by mutual consent of both parties.

In the event that El Rio Health introduces an expansion of services that would entail expansion of the days and/or hours of operation, both parties will meet to determine what, if any, changes may be made to this Agreement for addressing such expansion.

Any modification negotiated in accordance with this section shall be reduced to writing and signed by both parties.

Article XXIII - No Strike

During the term of this Agreement, or any extension of this Agreement, El Rio Health shall not lock out the employees covered by this Agreement and no strike shall be caused or sanctioned by the Union or its members and neither the Union nor any of its members or representatives nor any employee shall call, cause, authorize, ratify, or engage in any sit down, stay-in, sympathy strike or other strike, picketing, walk-out, slow down or work stoppage or any other interference with production or stoppage of work.

No provision contained in this Agreement shall be deemed to alter the mandatory waiting and notification period for hospitals and health care organizations under the National Labor Relations Act.

Article XXIV - Entire Agreement

This Agreement is intended to be the entire Agreement and shall supersede any provisions, understanding and other Agreements.
No modification of this Agreement shall be valid unless in written form signed by both parties.

Article XXV - Terms and Conditions of Agreement

Section 1: Terms:
This Agreement shall be in effect through December 31, 2023.

Upon completion of the three (3) year contractual period, all provisions contained in this Agreement will be cancelled until a new Agreement is ratified unless:

1. Contractual negotiations are taking place and the parties mutually agree in writing to extend the terms of the Agreement for a period of sixty (60) days, or potentially longer, from the scheduled date of termination.
2. Notification of intent to renegotiate any of the terms or conditions of this Agreement, by either party, shall be made by registered mail and postmarked no later than sixty (60) calendar days prior to the expiration of this Agreement.

Section 2: Amendments:
By mutual written consent of the parties, which consent will not be unreasonably be withheld this Agreement may be opened for amendment. Any written request for amendment shall contain a detailed statement of the desired contractual change as well as the reason for the change. Such requests shall then be scheduled for discussion as soon as practicable for a

Labor/Management meeting. If the parties cannot reach an agreement on the requested change, the present terms and conditions of this Agreement shall remain in full force and effect.

Article XXVI - Drug Free Program

Section 1: Drug and Alcohol Policy

Recognizing that drug and/or alcohol addiction are common medical problems, and that patient and worker safety are paramount in our workplace, El Rio Health and the Union agree to work jointly on creating a comprehensive Drug-Free Workplace Program. This program will acknowledge that drug/alcohol abuse/addiction is a medical illness, and will draw upon existing resources at El Rio Health, in the Tucson community, and Federal and State government agencies, and will include ongoing employee and manager education and for-cause performance and drug/alcohol testing.

As part of the El Rio Health's Drug-Free Workplace Program, employees are prohibited from working while impaired by the effects of illegal drugs, prescription drugs, designer drugs, or alcohol. Possession of illegal drugs or designer drugs is prohibited in the workplace.

To assure that all employees refrain from the use or influence of all non-prescribed controlled drugs, abuse of authorized prescription drugs and use of alcohol during working hours and to maintain the safety of patients and employees. El Rio Health may test employees and applicants for employment. Prior usage of a non-prescribed controlled drug, abuse of authorized prescription drugs, or use of alcohol in sufficient quantity to result in a threshold level test during working hours is prohibited. Violation of this policy may result in dismissal from employment. All employees shall abide by the terms of this agreement. All employees shall consent to drug and alcohol screen testing as set forth in the testing program. El Rio
Health shall request that employees submit to drug and alcohol testing when:

- A new employee undergoes post-physical offer screening.
- There is a reasonable suspicion that the employee has used, may be using or that the employee's job performance has been adversely affected using illegal drugs, abuse of authorized prescription drugs or use of alcohol.
- Substance abuse monitoring is required as a condition of employment after returning from rehabilitation or substance abuse assessment after previously testing positive under this agreement.

El Rio Health and the Union encourage employees who are using illegal drugs, abusing authorized prescription drugs, or abusing alcohol to seek help from the Employee Assistance Program.

a. Purpose

To outline the steps to take if there is reason to believe that employees are under the influence of or in possession of illegal drugs, abusing authorized prescription drugs or

using alcohol on Company property so as to promote a drug free workplace.

b. Definitions

1. *Reasonable Suspicion:* A determination of reasonable suspicion is a decision that an employee has in their possession or may be under the influence of illegal drugs, abusing authorized prescription drugs, controlled substances or using alcohol based on that person's appearance, odor, statements, action or other factual circumstances. Other circumstances may include but are not limited to: notification from any source that the person has in their possession, is using, or is under the influence of illegal drugs, abusing authorized prescription drugs, controlled substances, or using alcohol; an unusual pattern of behavior; or an accident.
2. *Accident:* An accident is an incident that results in property damage, or that results in an injury requiring medical treatment either to the employee or to any individual.

c. Procedures

1. When an employee has reason to believe that a co-worker may be in possession of, using or under the influence of illegal drugs, abusing authorized prescription drugs, or using alcohol, that concern, including the facts that gave rise to the concern, this information shall be provided to the Department Leader, who will notify the Chief Human Resources Officer or their designee.

2. The Chief Human Resources Officer or their designee shall coordinate a Risk Assessment Committee meeting to decide as to whether to require testing. If the decision is to test and the employee and it is a bargaining unit employee, the employee can ask for a Union representative to accompany them.

3. If appropriate, the Department Leader shall temporarily suspend the employee pending the outcome of the investigation and testing. The employee will be placed on paid leave until the test results are received and a decision is made regarding further action. El Rio Health may seek second opinions by other appropriately trained personnel, including, but not limited to Physicians, Allied Health Professionals, Supervisory Staff, or other appropriately trained personnel.

4. All references to illegal drugs, abuse of authorized prescription drugs or alcohol use by the employee should be phrased strictly in terms of suspected violation(s) of this policy. All discussions with the employee should take place in a private setting.

5. Once sufficient information is available to decide that reasonable cause exists for an immediate drug test, the Department Leader and Chief Human Resources Officer or their designee shall complete Form I – Test for Reasonable cause.

6. The Department Leader shall advise the employee that reasonable cause exists for El Rio Health to request an immediate drug or alcohol test. The employee shall be requested to sign a written consent to drug test (Form II).

7. Refusal to consent to testing after a reasonable cause determination has been made is grounds for immediate suspension without pay. Employees shall be advised that a decision concerning further disciplinary action, which may include termination, shall be forwarded to them. The Department Leader should arrange for safe transportation for the employee to their home.

8. After an employee has signed the consent form, the Department Leader should escort the employee to the Occupational Health Provider without delay and remain with the employee until testing is completed. Refusal to provide a sample for testing after consent to a test has been signed will be treated as refusal to consent to testing.

9. If an employee's test results are positive for illegal drugs, abuse of authorized prescription drugs, or use of alcohol and if the employee is a member of the bargaining unit, a meeting will be scheduled and the employee will be given the opportunity to have union representation. If the employee believes there is a reasonable explanation, the employee has the option of obtaining a second opinion, at the employee's expense and on unpaid time off, from a Certified Medical Review Officer. The employee also has the right, on request, to explain in a confidential setting, a positive test result.

10. If an employee's test results are negative and the employee was in a state of suspension, the suspension will be lifted, and the employee will receive pay for the period of the suspension.

11. Tests results will be confidential except for disclosure to those in supervisory positions in direct line above the employee and placed in the Human Resources confidential personnel file. A copy of the test results will be provided to the employee upon request.

d. Provider Staff:

Should a member of the Provider Staff exhibit behavior including involvement in an accident that would indicate that the individual may be under the influence of illegal drugs, abusing authorized prescription drugs, controlled chemicals, or use of alcohol, or is in some way unable to safely perform their jobs, then that behavior should be reported immediately to the Medical Director or their designee for intervention pursuant to the Bylaws of the Provider's Professional Regulations which may or may not include following the above procedure.

e. Vendor, Contractor or Non-Patient Visitor:

Should a vendor, contractor, or non-patient visitor to El Rio exhibit behavior including involvement in an accident that would indicate that the individual may be under the influence of illegal drugs, abusing authorized prescription drugs, controlled chemicals, or use of alcohol, Security shall be contacted. For contractors and vendors, the employer shall be contacted and advised of the behavior. Arrangements for substitute services shall be made directly with the employer.

Additions to the Drug and Alcohol Policy:

1. Any attempt by an employee to mask or adulterate a sample, or refusal to submit to a "for cause" or follow up test shall be grounds for termination of employment.
2. Sale, purchase or use of illegal drugs or alcohol while on El Rio Health premises or while operating an El Rio Health vehicle while on duty, is grounds for termination.
3. This provision also applies to the sale, purchase or use of prescribed medications if the prescription is in the name of a different individual.
4. El Rio Health will establish a Confidential Resource person (Human Resources Representative) to whom all El Rio Health employees will have to report any medications that they are taking which could make them unfit for duty or compromise their ability to provide quality patient care. If the Occupational Health Provider determines that the prescribed medication adversely affects their ability to provide quality patient care, they will be re-assigned to non-patient related duties, without a reduction in pay. If the period of such re-assignment exceeds two (2) weeks, the employee is required to complete and submit FMLA / Disability paperwork to Human Resources. At that time, it will be determined if the employee requires additional re-assignment to a non-patient care position with a potential decrease in their hourly rate based upon the salary range of the new position.

Voluntary Treatment:

El Rio Health supports sound treatment efforts. Whenever practical, El Rio Health will assist employees in overcoming drug and / or alcohol problems if this policy has not already been violated.

If an employee seeks treatment for drug and/or alcohol use, the employee may be eligible to go into a drug and/or alcohol treatment program either through El Rio Health's Employee Assistance Program or at the employees own expense and/or per guidelines of benefits.

If the employee enters an appropriate treatment program, El Rio Health may place the employee on unpaid status and can initiate the process for a short term disability claim by working with the short term disability carrier to determine eligibility, but the employee will be required to use any accrued Personal Time Off (PTO) while participating in the program, so long as the employee is complying with the conditions of treatment.

El Rio Health can require a release to work and/or verification of treatment from the health care provider as described in the El Rio Health's medical leave policies. Substance abuse monitoring is required as a condition of employment after returning from rehabilitation or substance abuse assessment after testing positive under this policy for a period of two (2) years.

El Rio Health will follow the procedures outlined in this policy - Section 1 - Drug and Alcohol Policy when working with employee.

Appendix A – List of Position Titles for Group I

Group I Providers include:
Physicians
Dentists
Advance Practice Provider-Certified Nurse Midwives (APP-CNM's)
Advance Practice Provider Nurse Practitioners (APP-NP's)
Advance Practice Provider Physician Assistant (APP-PA's)
Registered Pharmacists
Advance Practice Pharmacists
Registered Dental Hygienists
Primary Care Behavioral Health Therapists
Specialty Behavioral Health Therapists
Physical Therapists
Registered Dietitians

Appendix B – Position Pay Grade Listing

Position Title	Pay Grade
Administrative Specialist	23
Advance Practice Provider-Pediatric Nurse Practitioner (APP-NP)	33
Advanced Practice Pharmacist-(APP)	34
Advanced Practice Provider- Family Nurse Practitioner (APP-FNP)	33
Advanced Practice Provider-Adult Nurse Practitioner (APP-ANP)	35
Advanced Practice Provider-Adult Psychiatric Mental Health Nurse Practitioner	34
Advanced Practice Provider-Certified Nurse Midwives (APP-CNM)	33
Asthma Program Coordinator	25
Behavioral Health Assistant	21
Behavioral Health Home Coordinator	27
Behavioral Health Professional	28
Business Systems Assistant	21
Business Systems Coordinator	25
Care Coordination Medical Assistant	21
Care Coordinator (Broadway)	22
Care Partners Referral Liaison	21
Certified Nursing Assistant	20
Certified Professional Coder	24
Clinical Application Specialist	25
Clinical Research Assistant (Grant Funded)	22
Clinical Research Coordinator (Grant Funded)	23
Clinical Trainer II	25
Clinical Trainer III	26
Coding Assistant	21
Coding Coordinator and Educator	25
Community Health Advisor	24
Community Health Coordinator	26
Concierge	20
Contact Center Quality and Workforce Management Analyst	25
Customer Care Representative	20
Dental Administrative Assistant	23
Dental Assistant	23
Dental Assistant III	23
Dental Health Home Coordinator	24
Dental Hygienist	29
Dental Office Specialist	20
Dental Services Authorization Specialist	22
Dentist	38
Discharge Care Registered Nurse	28

Appendix B – Position Pay Grade Listing (cont.)

Position Title	Pay Grade
Driver/Courier Dispatcher	20
Eligibility Assistant	20
Eligibility Consultant	25
Eligibility Specialist	22
Emergency Management Consultant	27
Facilities and Environmental Services Coordinator	24
Facilities Building Maintenance Technician II	23
Facilities Building Maintenance Technician III	24
Facilities Mechanical Engineer	25
Field Support Trainer	23
Film Librarian	23
Fitness Instructor	21
Fitness Instructor Trainee	20
Health Coach I (LPN)	25
Health Information Management (HIM) Receptionist	20
Health Information Management Technician	23
HIM Clerk	21
HIM Technician	22
Hospitalist	40
Information Systems Coordinator	26
IT Clinical Application Support Technician	27
Laboratory Information Systems Analyst	27
Licensed Practical Nurse	25
Medical Assistant	21
Medical Assistant Field Trainer	22
Medical Assistant II	21
Medical Assistant(a)	21
Medical Assistant(b)	21
Medical Assistant/Pharmacy Technician Trainee	21
Medical Assistant/Program Assistant	22
Medical Case Manager	24
Medical Laboratory Assistant	20
Medical Office Receptionist	20
Medical Office Specialist-Radiology	20
Medical Technologist	28
Network Technician I	25
Network Technician II	26
Network Technician III	27
Nutrition Assistant	21

Appendix B – Position Pay Grade Listing (cont.)

Position Title	Pay Grade
Nutritionist	25
OB Coordinator I	20
Ophthalmologist	41
Orthodontist	40
Patient Communications Representative	20
Patient Communications Representative III (PCRIII)	21
Patient Communications Specialist	21
Patient Communications Trainer I	25
Pediatric Occupational Therapist	30
Peer Ambassador	20
Pharmacist	34
Pharmacy Clerk	20
Pharmacy Specialist	24
Pharmacy Technician	22
Pharmacy Technician Trainee	20
Physical Therapist	31
Physician - Family Practitioner	38
Physician – Internist	39
Physician - OB/GYN	40
Physician - Occupational Medicine	39
Physician – Pediatrician	38
Physician – Psychiatrist	40
Physician Assistant (APP-PA)	33
Program Assistant (Care Coordination)	22
Program Assistant (Centering)	22
Program Assistant (Reproductive Health Access Project)	20
Program Assistant (Special Populations)	24
Program Assistant (Wright Center Residency Program)	22
Program Consultant (ATSU-SOMA)	25
Program Coordinator (Children and Family)	25
Program Coordinator (Health and Wellness)	25
Program Specialist (Dental)	22
Program Specialist (Quality and Innovation)	22
Provider Scheduling Coordinator	21
Psychiatric Nurse Practitioner	35
Purchasing Specialist	22
Radiology Quality Assistant	24
Radiology Technologist	27
Receiving and Distribution Clerk	20

Appendix B – Position Pay Grade Listing (cont.)

Position Title	Pay Grade
Referral Clerk	20
Referral Clerk-Broadway	20
Registered Dietitian	27
Registered Mammography Technologist	28
Registered Nurse	28
Registered Nurse Care Coordinator	29
Registered Nurse Telephone Care	29
Registered Ultrasound Technologist	29
Revenue Cycle Assistant	21
Revenue Cycle Specialist	21
Security Officer	20
Senior Certified Professional Coder	25
Senior Clinical Laboratory Assistant	23
Senior Revenue Cycle Specialist	23
Special Populations Behavioral Health Case Manager	24
Speech Therapist	30
Sterile Processing Assistant (Quality and Innovation)	21
Support Tech Specialist	25
Support Technician I	23
Support Technician II	24
Surgery Scheduler (OB/GYN)	21
Systems Engineer Manager	32
Wellness Administrative Assistant	21
Women's Health Nurse Practitioner	34

Appendix C – Position Pay Range Listing

PAY GRADE	HOURLY			ANNUAL		
	Min	Mid	Max	Min	Mid	Max
20	$12.00	$15.00	$18.00	$24,960	$31,200	$37,440
21	$13.20	$16.50	$19.80	$27,456	$34,320	$41,184
22	$14.52	$18.15	$21.78	$30,202	$37,752	$45,302
23	$15.97	$19.97	$23.96	$33,222	$41,527	$49,833
24	$17.57	$21.96	$26.35	$36,544	$45,680	$54,816
25	$19.33	$24.16	$28.99	$40,198	$50,248	$60,297
26	$21.26	$26.57	$31.89	$44,218	$55,273	$66,327
27	$23.38	$29.23	$35.08	$48,640	$60,800	$72,960
28	$25.72	$32.15	$38.58	$53,504	$66,880	$80,256
29	$28.30	$35.37	$42.44	$58,854	$73,568	$88,282
30	$30.50	$39.61	$48.72	$63,445	$82,396	$101,347
31	$34.16	$44.37	$54.57	$71,058	$92,284	$113,509
32	$38.26	$49.69	$61.12	$79,585	$103,358	$127,130
33	$42.85	$55.65	$68.45	$89,136	$115,761	$142,386
34	$47.06	$62.33	$77.60	$97,887	$129,652	$161,417
35	$52.71	$69.81	$86.92	$109,634	$145,210	$180,787
36	$59.03	$78.19	$97.35	$122,790	$162,635	$202,481
37	$66.12	$87.57	$109.03	$137,524	$182,152	$226,779
38	$74.05	$98.08	$122.11	$154,027	$204,010	$253,992
39	$82.94	$109.85	$136.77	$172,511	$228,491	$284,471
40	$92.89	$123.03	$153.18	$193,212	$255,910	$318,608
41	$104.04	$137.80	$171.56	$216,397	$286,619	$356,841
42	$116.52	$154.33	$192.14	$242,365	$321,013	$399,662
43	$130.50	$172.85	$215.20	$271,449	$359,535	$447,621

Appendix D – Methodology to Determine Market Rate Salary Compensation for Positions

1. Map 200 job classifications to market benchmarks, conduct market analysis, assign values to jobs, evaluate employees within market, identify compensation issues, and advise as to pay adjustments and the assignment of jobs to appropriate pay grades.
    a. Map jobs to appropriate market benchmarks
    b. Select market sources, salary surveys
    c. Determine market parameters (10th, 25th, 50th, 75th percentiles)
    d. Evaluate each individual employee's position within the market range
    e. Identify equity or other compensation issues and advise as to the prioritization of adjustments in pay
    f. Assign appropriate pay range to each job
2. Ensure all work and services conform to all applicable standards of IRS, EEOC and other relevant to compensation management organizations and regulations.
3. Guide the annual review of the current compensation and levels provided to El Rio Staff and any contemplated adjustments to such compensation and benefits for the ensuing year.
4. Conduct market, equity, classification, compensation, and policy analysis with subsequent recommendations to El Rio Senior Leadership.

Signature Page

John Duran, Chapter Chairperson
AFSCME International Union Representative Local 449
El Rio Division
(Or authorized Designee)

Date

Nancy Johnson, Chief Executive Officer
El Rio Health
(Or authorized Designee)

April 29, 2021
Date