LABOR MANAGEMENT AGREEMENT

January 1, 2026 through December 31, 2028

BETWEEN

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

And

EL RIO DIVISION – AFSCME LOCAL 449, AFL-CIO

TABLE OF CONTENTS:

Purpose and Intent **7**

Article I - Recognition of the Union **8**

Article II - Management Rights **9**

Article III - Employee Rights **9**

Section 1: Open Shop: *9*

Section 2: No Denial of Employment *9*

Section 3: Representation during Disciplinary Action and Investigatory Interview *9*

Section 4: Non-Discrimination *9*

Section 5: Unlawful Harassment *10*

Section 6: Nepotism *10*

Section 7: General Provisions *10*

Section 8: Personnel File *10*

Article IV - Union Rights **11**

Section 1: Union Access to Facilities: *11*

Section 2: Stewardship: *11*

Section 3: Contract Negotiations: *12*

Section 4: Investigation of Grievances by the Union: *12*

Section 5: Information Furnished to the Union: *12*

Section 7: Dues, Deductions *13*

Section 8: Notice of Contracting for Bargaining Unit Work: *14*

Section 9: PEOPLE Deduction (PAF-Political Action Fund) *14*

Section 10: Union Bulletin Board: *14*

Section 11: New Employee Orientation *14*

Article V – Salaries and Wages **14**

Section 1: General *14*

Section 2: All Group I Employees: *17*

Section 3: Family Medicine (FM), Internal Medicine (IM), Pediatrics Primary Care Physicians and Same Day Appointment Clinic Physicians *19*

Section 4: Primary Care Advanced Practice Providers (Nurse Practitioners and Physician Assistants, includes Same Day Appointment Clinic APPs) *23*
Section 5: SIA Physicians and Advanced Practice Providers (APPs) *26*
Section 6: General Dentists *30*
Section 7: Pediatric Dentists: *31*
Section 8: Clinical Dental Hygienists: *33*
Section 9: Embedded Dental Hygienists *34*
Section 10: Advanced Practice Provider - Certified Nurse Midwives (APP-CNM's) *35*
Section 11: Outpatient Behavioral Health Psychiatrists & Psychiatric Nurse Practitioners (NPs): *37*
Section 12: Specialty Behavioral Health Professionals *38*
Section 13: Primary Care Behavioral Health Consultants *39*
Section 14: Physical Therapists *39*
Section 15: Registered Dietitians *40*
Section 16: Registered Pharmacists *40*
Section 17: Advanced Practice Pharmacists (APPh) *41*
Section 18: OBGYN Physicians *43*
Section 19: Group II Employees *43*
Article VI – Benefits **45**
Section 1: Health Benefits *45*
Section 2: Disability Insurance *46*
Section 3: Life Insurance and Accidental Death and Dismemberment Insurance (AD&D) *46*
Section 4: General Provisions *47*
Section 5: Retirement Plan *47*
Section 6: Summary of Benefits *47*
Section 7: Partial Disability *48*
Section 8: Group Insurance Benefits While on Leave without Pay *48*
Article VII – Education and Training Benefits **48**
Section 1: Purpose *48*
Section 2: Employee Funds for Job-Related Licensing or Certification: *49*
Section 3: Employee Funds for Education: *49*

Section 4: Special Equipment Allowance: *49*
Section 5: Paid Time for Licensing/Certification in Job-Related Skills: *49*
Section 6: Paid Leave for Educational Training Benefits *50*
Section 7: Other Considerations: *50*

Article VIII - Hours of Work/Working Conditions - Group II Employees 50

Section 1: Workweek: *50*
Section 2: Work Outside of Normal Hours *50*
Section 3: Meals and Rest Periods *50*
Section 4: Overtime *51*
Section 5: Schedule Changes *51*
Section 6: Direct Supervisor: *52*
Section 7: Uniform Allowance for Non-Clinical Staff *52*

Article IX - Group I Staffing/Hours/Working Conditions 52

Section 1: Scheduling of Sessions *52*
Section 2: Required Maintenance of Hospital Privileges *53*
Section 3: Support Staffing for Providers *53*
Section 4: Provider Work Environment *53*
Section 5: Diagnostic and Therapeutic Tools *53*
Section 6: Outpatient Call Schedule *54*
Section 7: Changes in Provider Working Conditions *54*
Section 8: Meetings *54*

Article X – Holidays 54

Section 1: Holidays Observed: *54*
Section 2: Pay for Holidays *54*
Section 3: Holiday Work *55*
Section 4: Assignment of Holiday Work *56*

Article XI – Paid Time Off (PTO) 56

Section 1: Employee Accrual Rates (Group I and Group II) *56*
Section 2: Paid Time off (PTO) Accrual Maximum *57*
Section 3: Use of Unplanned PTO: *58*

Section 4: Verification of Illness: *60*
Section 5: Part Time Employees Accrual Rate: *60*
Section 6: Minimum Employment Before PTO Can Be Taken: *60*
Section 7: Use of Paid Time Off In lieu of Notice: *61*
Article XII - Extended Leave Bank (ELB) **61**
Section 1: Reasons for Use of the Extended Leave Bank (ELB), if available *61*
Section 2: Authorization to Return to Work *61*
Section 3: Conversion of Extended Leave Bank (ELB) to Cash upon Termination: *61*
Section 4: Use of the Extended Leave Bank (ELB) *61*
Article XIII – Leaves of Absence **62**
Section 1: Paid Bereavement Leave *62*
Section 2: Witness and Jury Duty *62*
Section 3: Paid Time – Voting: *63*
Section 4: Parental Childcare Leave *63*
Section 5: Leaves Without Pay (LWOP) *63*
Section 6: Absence of Accrued PTO Leave Without Pay – Group I: *63*
Section 7: Medical Leave Without Pay: *64*
Section 8: Status upon Return from Leave *64*
Article XIV - Promotions, Layoffs, & Other Workforce Changes **64**
Section 1: Definitions: *64*
Section 2: Seniority: *64*
Section 3: Promotion *65*
Section 4: Demotion *65*
Section 5: Posting of Vacancies *65*
Section 6: Prioritizing Internal Applicants for Promotion and Transfer *65*
Section 7: Promotion and Transfer Reversal *66*
Section 8: Ineligibility for Promotion and Transfer *66*
Section 9: El Rio Health Reassignments: *67*
Section 10: Reclassification *67*
Section 11: Work performed in Job Title with Higher Pay Grade *67*

Section 12: Resignation: *67*
Section 13: Job Eliminations and Workforce Reduction: *68*
Section 14: Minimum Notice of Layoff *68*
Section 15: Layoffs *68*
Section 16: New Technology *69*
Article XV - Employee Discipline 69
Section 1: Progressive Discipline *70*
Section 2: Types of Infractions *70*
Section 3: Definition of Tardiness and Absenteeism *72*
Article XVI- Grievance and Arbitration 74
Section 1: Informal Resolution *74*
Section 2: Presentation of Grievances *74*
Section 3: Level 1: *74*
Section 4: Level 2: *74*
Section 5: Level 3: *74*
Section 6: Arbitration: *75*
Section 7: Failure to Comply with Time Limits: *76*
Section 8: Rights of Arbitrator: *76*
Section 9: Rights of Employees under Labor/Management Relations Act *76*
Article XVII - Probationary Period 76
Section 1: Initial Probation for Group I *76*
Section 2: Initial Probation for Other Employees *76*
Section 3: Transfer/Promotional Probation *77*
Article XVIII - Drug Free Program 77
Section 1: Drug and Alcohol Policy *77*
Article XIX - General Provisions 78
Section 1: Lunchroom *78*
Section 2: Copies of Evaluations *78*
Section 3: Minimum Standards *78*

Section 4: Dress Code *78*
Section 5: Paydays *78*
Section 6: Use of Volunteers *78*
Section 7: Non-Conflict between Contract and Policy/Procedure Manuals *78*
Section 8: Required Notice for Reorganization: *78*
Section 9: Committees *79*
Section 10: Labor Management Committee *79*
Article XX - Separability and Savings Clause **79**
Section 1: Invalidation of Separate Parts *79*
Section 2: Replacement of Separate Parts *80*
Article XXI - Interim Negotiations **80**
Article XXII - No Strike or Lockout **80**
Article XXIII- Successorship **80**
Article XXIV - Entire Agreement **81**
Article XXV - Terms and Conditions of Agreement **81**
Section 1: Terms *81*
Section 2: Amendments *81*
Appendix A – List of Position Titles for Group I **82**
Appendix B – List of Position Titles for Group II **84**
Appendix C – Position Pay Range Listings **88**
Appendix D – Methodology to Determine Market Rate Salary Compensation for Positions **90**
Appendix E: El Rio Health Committee List **91**
Signature Page **95**

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:

New employees during their probationary period
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)*

- Confidential employees
- Supervisors

"Confidential employees" are defined as those individuals whose position requires regular use of or access to, the El Rio Health personnel files of bargaining unit employees, 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 employees or responsibly direct them or address their grievances, or effectively to recommend any such action if the foregoing exercise of such authority is not of merely routine or clerical nature, but requires the use of independent judgment and 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. All Bargaining Unit Eligible Employees shall also have the right to Union representation when they are the subject of an investigatory interview, if they have a reasonable belief that the investigatory interview will result in discipline. 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.

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: Unlawful Harassment:

It is agreed that 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 unlawful 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 in their chain of command.

*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 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.

Section 8: 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 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 the employee's non-working time (i.e. lunch hour, breaks, before and after scheduled working hours). Approval of access to the meeting room(s) will be determined electronically by the scheduling system in place.

The Union may use the El Rio Health email system for the purpose of communicating with bargaining unit employees. The El Rio Health email system can be used to communicate only information authorized by union representatives, as evidenced by placement of an AFSCME logo within the communication.

Section 2: Stewardship:
The Union shall furnish to El Rio Health a list of stewards. No more than one steward reporting to the same supervisor at the same 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 two hundred and forty (240) 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 this agreement.. 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.

El Rio Health shall provide up to eighty (80) hours of unpaid leave for Union Stewards, and only with prior approval by both direct supervisor and Union Chairperson. This leave shall be drawn from a shared pool of eighty (80) total hours.
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 review with their El Rio AFSCME elected officials prior to notifying 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 Union alleges as a violation of this Agreement. This must be done in accordance with 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 and Union chair:

1. Any change in the regular pay of any Bargaining Unit employee, subject to employee authorization (provided quarterly).
2. Board meeting agendas, meeting minutes, and supporting documents
3. Data and information regarding pending grievances which would not compromise patient confidentiality (as per Article XVII).
4. A complete set of job descriptions and any changed or amended job descriptions. Changes must be highlighted (provided quarterly).
5. A list of bargaining unit positions, which includes each staff member's name, job title, department, rate of pay, pay grade, and location, and which will be organized by most recent hire date (provided quarterly).

6. List of current dues paying union members, which includes name, department, location, job title, pay type, most recent hire date, employee group (provided monthly).
7. All Union related hours reported through HRIS (provided quarterly).

Section 6: Notification to El Rio Health of Union Officers:

The Union shall notify El Rio Health of the names of employees elected to the Union office. El Rio Health shall grant up to ten (10) days of unpaid leave in total for the following four elected officers:

- Chairperson
- Vice-Chairperson
- Chief Steward
- Recording Secretary

This leave shall be drawn from a shared pool of ten (10) total days.

The Union may also appoint an Assistant Chief Steward, who shall be eligible to utilize time from the same leave pool as needed.

Section 7: Dues, Deductions:

Members of the Union shall tender dues to the Union by El Rio Health and will make deductions for 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.

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 with written notice in person at the Union Hall between June 1st and June 15th of each year.

"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 of Contracting for Bargaining Unit Work:
El Rio Health shall provide thirty (30) calendar days' written notice to the Union of intent to contract or subcontract work that can be performed by bargaining unit positions, or that has the effect of displacing bargaining unit employees or positions. This information must be submitted to the union in writing and includes the length of the contract and why contracted services are required. new contracts for service that would affect the job security of any employees. This is not limited to but includes independent contractors and staffing agency contractors. El Rio Health shall provide seven (7) calendar days written notice to the Union of intent to hire a per diem employee or move a regular employee into a per diem position. In the event the Union opposes the proposed contract, the Union may appeal to the Labor Management Committee.

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 in every designated break room 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.

Section 11: New Employee Orientation:
The Union will be allowed one-half hour to orient employees on the terms of this contract during a New Employee Orientation session.

Article V – Salaries and Wages

Section 1: General:
Base Salaries and List of Positions:
Base salaries will be analyzed annually with a market analysis performed by an independent outside firm contracted by El Rio Health.

- A salary adjustment based on a market analysis will only result in a salary increase.
- After each annual market analysis, El Rio Health will present at the next scheduled Labor Management Committee (LMC) meeting and the following information will be presented:
  (30) Job titles that received market adjustments.
  (31) If all employees of that job title did not receive a market adjustment, then which years of experience qualified for market adjustment.

Employees will be notified individually of any resulting adjustments via written communication.

Contract Appendices:
Appendix A to this contract is a list of Group I bargaining unit position titles with corresponding pay grades. Appendix B is a list of Group II bargaining unit position titles with corresponding pay grades. Appendix C is a table reflecting the most current Grades and the applicable pay ranges. Appendix D outlines the methodology utilized for the annual market analysis. Appendix E to this contract is a list of El Rio Health Committees. The Union will be notified via email of any changes made by El Rio Health to Appendix A, Appendix B, Appendix C, Appendix D or Appendix E. Any proposed changes will be reviewed by the Labor Management Committee prior to implementation.

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.

Pay Parity:
New hires for whom 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 current wage table or pay grade in order to recruit a review will be performed and incumbents with equal or greater qualifications or years of applicable work experience will be increased for parity. Market compensation will be determined by an independent outside employment firm contracted by El Rio Health.

Annual Required Trainings:
All employees are expected to complete annual training to meet Joint Commission requirements by November 30th. El Rio Health is responsible for providing and scheduling paid time to each employee to complete these trainings. 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.

Annual Key Results Incentive Programs:
In addition to their base salary and wages, all non-probationary Group II employees and Group 1 employees who are not part of a productivity incentive program 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 status is based on the number of Standard Schedule hours required to be considered full-time based on the employee's job title, and as defined in this

Article under Group I and Group II. Eligible part-time employees will receive a prorated share based on their number of hours worked. New employees who are eligible will also receive a prorated share based on the date they successfully completed their probation.
Employees must have completed their annual training by November 30th annually to be eligible for the Key Results Incentive.

The Annual Key Results Incentive will be determined as follows:

1. The 'base incentive amount will be established based on El Rio financial performance with the board approved target.
2. The final incentive payout will be calculated based on performance of El Rio's three key results categories:

- World class experience for our patients and employees
- Healthier patients and employees
- Positive financial results

Employees must be in "good standing" (no more than one (1) Level One formal discipline during the incentive period of January through December) to be eligible for an incentive payment. Employees with more than one Level One or any number of Level Two disciplines during the incentive period from January through December are not eligible for the Key Results Incentive.

Employees must be an "active employee" in the Human Resources Information System (HRIS) as of the date of payment distribution to receive the incentive payment. Payment distribution will happen within sixty (60) calendar days of the end of the incentivized year.

Holiday Gift Bonus:
At the sole and absolute discretion of the El Rio Board of Directors, there may be opportunities for a holiday gift bonus. Employees must have completed their annual training by November 30th annually to be eligible for the Holiday Gift Bonus.

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.

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.

Appeal of Evaluations:

Employees who have been denied a salary increase due to their performance evaluation shall have the right to appeal such evaluation. El Rio Human Resources will provide to the Union Chair a list of all Bargaining Unit Employees that are ineligible for the annual salary increase. Evaluation appeals 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.

Use of Private Vehicles:

El Rio 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 2: All Group I Employees:

Definition:

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

Standard Schedule:

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 below.

Group I Shift Differential – Evenings, Saturdays and Sundays:

All Group I employees who are scheduled to work on weekdays shall receive a 6% shift differential for all hours after 6pm on these days. Group I Employees scheduled to work on Saturdays shall receive an 8% shift differential, and Group I employees scheduled to work on Sundays shall receive a 10% shift differential.

This shift differential applies to all hours worked in the clinic or for telehealth visits. It does not apply to hospital calls, nor shall differential pay impact any provider's productivity baselines.

Clinical Call:

El Rio Health will pay $500 for seven (7) days of clinic after-hours (night and weekend) call work for clinical telephone support services needed by the nurse triage after-hours care team. Call will be voluntary.

There will be one provider on call each week for the following specialties:

1. Pediatrics (Pediatric or Family Medicine physicians or APPs credentialed to see children)
2. Adult Medicine (Internal Medicine or Family Medicine physicians or APPs)
3. General Dentistry
4. Pediatric Dentistry
5. Psychiatry (Psychiatrists or Psychiatric Nurse Practitioners)
6. MAT (MAT providers: APP or physician)

Extra Session Pay:
A Provider who is scheduled for and works an additional patient-care session (extra shift) above and beyond their standard/base schedule will be compensated at their current hourly rate for the session hours.

For providers working extra hours, they would have their baseline FTE increased accordingly for those hours. There may be special circumstances due to organizational needs where a provider group may be eligible for additional hourly pay with no increase to their baseline FTE. When needed, this will be brought to the Labor/Management committee for discussion.

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.

If El Rio Health demonstrates, through financial documentation such as preliminary or year-to-date financial statements or records, that its financial performance for the current year reflects a negative cash position compared to the audited financials of the prior year, due to a decrease in revenue, the parties agree to reopen only the annual increase section of this contract for renegotiation. This financial performance will be evaluated in January. Both parties will engage in good faith negotiations to find mutually acceptable solutions that avoid negative financial outcomes for El Rio Health due to a decrease in revenue. If this clause is invoked, a third-party audited financial statement verifying the negative cash position will be provided to the union following the execution of the Memorandum of Understanding. Any adjustments will apply to the annual increase scheduled for January of the current year.

Final Quarter of Employment – No Bonus Payments:
Group I employees must be an "active employee" in the Human Resources Information System (HRIS) as of the LMA required date of payment distribution to receive any bonus payments. If there is a delay in payment due to administrative processes, and the provider was still an "active employee" as of the required payment distribution date, they will receive the bonus payments, even if their employee status has terminated.

Ambient Note-Writing Tool:
As part of standard operations, ambient note-writing tools will be made available to medical providers. Ambient technology shall be an opt-out process. Use may be required for providers unable to meet job expectations. In the future, it is anticipated that ambient technology will be available across all disciplines but will require full review by management and discussion by Labor Management Committee prior to any future implementation.

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.

<u>Section 3: Family Medicine (FM), Internal Medicine (IM), Pediatrics Primary Care Physicians and Same Day Appointment Clinic Physicians</u>
Standard Schedule:

- Standard schedule will be thirty-two (32) clinical hours per week, with telephone call duties when a physician is not scheduled in the clinic or hospital not counting towards those thirty-two (32) weekly hours.
- All productivity and patient appointment slot baselines will be adjusted proportionally for all physicians working a schedule other than thirty-two (32) clinical hours per week.
- Standard schedules will have 80 patient appointment slots per thirty-two (32) hour week (an average of 2.5 patient slots per hour).
- Any deviation from the standard schedule will impact salary (as outlined in "Productivity Incentive Pay" section) and must be agreed to by the provider.
- The following specialty clinic types will be exempt from standard schedule slotting expectations: Buena Vida Integrated Pain Clinic, Lactation Medicine, Medical Street Outreach, Hospitalist Shifts, Precepting Shifts (with El Rio residency programs)
- Based on average weeks worked per year, average no show rates, and contractually required appointment slots, it will be the goal for physicians to complete 2,600 encounters per year. If encounters are lower than this number, the Clinician, Medical Director, and Clinic Management will work together to discuss contributing factors and develop strategies to help meet this goal, when possible. Contributing factors may include but are not limited to, clinic

locations/types with unpredictable demand, procedure-focused visits, and approved administrative/meeting time. This language is based on a physician working 0.8 FTE and standard appointment slots per session. Minimum predicted encounters may vary based on clinical FTE and slots per session.

Base Salary Minimums:

- At the start of this contract, all currently employed physicians will have their annual base salaries increased at a rate of $32,000 per 0.8 FTE. Those working more than or less than 0.8 FTE will be adjusted proportionally.
- Wage tables for annual salaries at the start of this contract are shown in the following table in order to ensure that new hires are included in the base pay adjustment. The table lists base salaries for 1.0 FTE to be consistent with pay ranges listed in the appendix of this contract.
- During the life of the contract, base salaries will increase per the annual adjustment percentage or by market analysis adjustment, whichever is greater, unless the employee's base salary has reached the top of the grade per their job title. If the employee's base salary has reached the top of the grade per their job title, then the annual adjustment will be paid as a one-time stipend.

	Minimum	Mid-Range	Maximum
Pediatrics	$212,511	$268,491	$324,471
Family Medicine	$233,212	$295,910	$358,608
Internal Medicine	$256,397	$326,619	$396,841

*This wage table represents a 40-hour work week

Productivity Incentive Pay:

Schedule Slot Bonus:

1. Physicians may choose to add patient slots above the standard schedule slotting of 2.5 slots/hour and will receive a $50/slot bonus for doing so. Slots must be added at a minimum of one slot per clinical day. Physicians may change their schedule slotting once per year and also may change slotting if their FTE changes.
2. Physicians will be eligible to increase their standard schedule only if their prior Quarter Schedule Utilization was 100% or higher.
3. The Schedule Slot Bonus will be adjusted for Providers on LWOP for any portion of the bonus calculation period.
4. The bonus will be paid quarterly based on the rolling prior 12 months, divided quarterly.
5. Payout will be made within 60 days of the end of the quarter.
6. Productivity will be reported in a way that is fully transparent, easily understood, trackable, and corresponding to the period reported.
7. The provider will be credited with 1.5 encounters for the preventive plus visit (Preventive code plus acute visit code) contingent upon El Rio Health's ability to receive reimbursement for both encounters.

8. For those physicians who choose to decrease the number of appointments to 2 slots/hour, they may do so with a 20% decrease in base salary.
9. For those physicians who choose to decrease the number of appointments to 2.25 slots/hour, they may do so with a 10% decrease in base salary.
10. If a physician chooses to decrease their slots to 2.25 slots/hour when this contract enters into effect, the 10% decrease to their base salary will be made after the $32,000/0.8 FTE base salary adjustment is applied.
11. If a physician chooses to decrease their slots to 2 slots/hour when this contract enters into effect, the 20% decrease to their base salary will be made after the $32,000/0.8 FTE base salary adjustment is applied.

The following table shows bonus for total number of scheduled patient slots per hour:

2.5 slots/hour	Standard schedule
2.625 slots/hour	$9,000/year
2.75 slots/hour	$18,000/year
3 slots/hour	$36,000/year

PAF (Patient Assessment Form) Bonus:

- The PAF bonus will be determined by the total PAF revenue received by El Rio.
- 50% of the total revenue will be distributed among providers based on the number of PAF forms completed by an individual provider and accepted by the payor.
- These calculations will be based on the results reflected in My Panel Metrics.
- The PAF bonus will be based on a calendar year.
- The bonus will be distributed by April 1st of the following year.

Quality Bonus:

1 An end-of-year Quality Bonus will be given to recognize those providers in the top tiers of Quality metrics.
2 Those providers who achieve the percentages in the table below will receive up to a $25,000 annual bonus for a 1.0 FTE.
3 Quality Bonus will be adjusted based on Full FTE.
4 The Baseline for Quality metric will be determined by the Organizational Q4 score from the prior year for each metric.
5 El Rio Health and the Union will work to set the quality measures to be in line with how El Rio Health is reimbursed for said quality measures by CMS and health plans.
6 This bonus payment will be distributed by March 1 of the following year.
7 The 2026 Quality Measure are:

- Internal Medicine
    - Colorectal cancer screening, A1c less than 9%, Annual Medicare Wellness visit
- Family Medicine
    - Colorectal cancer screening, A1c less than 9%, WCV 3-21, Annual Medicare Wellness visit
- Pediatrics
    - WCV 15-30 month, WCV 3-21, GC/Chlamydia screening
- SDAC
    - Diabetic retinopathy screening, breast cancer screening, colorectal cancer screening
- Medical Street Outreach
    - Depression screening, tobacco screening, cervical cancer screening

- Quality bonus eligibility excludes the provider from participating in the key results bonus.

Provider achieves:
El Rio Quality Baseline = $1,250 per 1.0 FTE
El Rio Quality Baseline + 5% = $12,500 per 1.0 FTE
El Rio Quality Baseline + 10% = $25,000 per 1.0 FTE

Examples: (0.8 FTE Physician)

Peds Quality Average Baseline 69.6%
Quality Achieved 69.6% = $1,000
Quality Achieved 74.6% = $10,000
Quality Achieved 79.6% = $20,000

FM % Quality Average Baseline 69.7%
Quality Achieved 69.7% = $1,000
Quality Achieved 74.7% = $10,000
Quality Achieved 79.7% = $20,000

IM % Quality Average Baseline 67.6%
Quality Achieved 67.6% = $1,000
Quality Achieved 72.6% = $10,000
Quality Achieved 77.6% = $20,000

Adult Medicine Hospitalist Coverage for patients at St. Mary's Hospital:
Family and Internal Medicine Physicians have the option of maintaining a combined practice including hospitalist shifts:

- There will be a payment of $1500 for seven (7) days of hospitalist shifts
- This payment from El Rio Health will be made to two (2) hospitalists physicians per week.

- Physicians will also get credited with the encounters billed at the hospital during their call period.
- Hospital Call payments compensate for the duties of the El Rio Adult Medicine Hospitalists Call Team will include direct patient care and teaching of learners (medical students, residents, etc.) as applicable.

Section 4: Primary Care Advanced Practice Providers (Nurse Practitioners and Physician Assistants, includes Same Day Appointment Clinic APPs)

Standard Schedule:

1. Standard schedule will be thirty-six (36) clinical hours per week, with telephone call duties when an APP is not scheduled in the clinic or hospital not counting towards those thirty-six (36) weekly hours.
2. All productivity and patient appointment slot baselines will be adjusted proportionally for all APPs working a schedule other than thirty-six (36) clinical hours per week.
3. Standard APP schedules will have 81 patient appointment slots per thirty-six (36) hour week (an average of 2.25 patient slots per hour).
4. Any deviation from the standard schedule will impact salary (as outlined in "Productivity Incentive Pay" section) and must be agreed to by the provider.
5. The following specialty clinic types will be exempt from standard schedule slotting expectations: Buena Vida Integrated Pain Clinic, Lactation Medicine, Medical Street Outreach, Hospitalist Shifts, Precepting Shifts (with El Rio residency programs)
6. Based on average weeks worked per year, average no show rates, and contractually required appointment slots, it will be the goal for APPs to complete 2,600 encounters per year. If encounters are lower than this number, the Clinician, Medical Director, and Clinic Management will work together to discuss contributing factors and develop strategies to help meet this goal, when possible. Contributing factors may include but are not limited to: clinic locations/types with unpredictable demand, procedure-focused visits, and approved administrative/meeting time. This language is based on an APP working 0.9 FTE and standard appointment slots per session. Minimum predicted encounters may vary based on clinical FTE and slots per session.

Base Salary Minimums:

- At the start of this contract, all currently employed physicians will have their annual base salaries increased at a rate of $28,000 per 0.9 FTE. Those working more than or less than 0.9 FTE will be adjusted proportionally
- Wage tables for annual salaries at the start of this contract are shown in the following table in order to ensure that new hires are included in the base pay adjustment. The table lists base salaries for 1.0 FTE to be consistent with pay ranges listed in the appendix of this contract.
- During the life of the contract, base salaries will increase per the annual adjustment percentage or by market analysis adjustment, whichever is greater, unless the employee's base salary has reached the top of the grade per their job title. If the employee's base salary

has reached the top of the grade per their job title, then the annual adjustment will be paid as a one-time stipend.

	Minimum	Mid-Range	Maximum
APP (Peds, IM, FM)	$128,998	$160,763	$192,528

**This wage table represents a 40-hour work week*

Productivity Incentive Pay:

Schedule Slot Bonus:

- APPs may choose to add patient slots above the standard schedule slotting of 2.25 slots/hour and will receive a $43/slot bonus for doing so. Slots must be added at a minimum of one slot per clinical day. APPs may change the slotting on their schedules once per year and also may change slotting if their FTE changes.
- APPs will be eligible to increase their standard schedule only if their prior Quarter Schedule Utilization was 100% or higher.
- The Schedule Slot Bonus will be adjusted for Providers on LWOP for any portion of the bonus calculation period.
- The bonus will be paid quarterly based on the rolling prior 12 months, divided quarterly.
- Payout will be made within 60 days of the end of the quarter
- Productivity will be reported in a way that is fully transparent, easily understood, trackable, and corresponding to the period reported.
- The provider will be credited with 1.5 encounters for the preventive plus visit (Preventive code plus acute visit code) contingent upon El Rio Health's ability to receive reimbursement for both encounters.
- For those APPs who choose to decrease the number of appointments to 2 slots/hour, they may do so with a 10% decrease in base salary.
- If an APP chooses to decrease their slots to 2 slots/hour when this contract enters into effect, the 10% decrease to their base salary will be made after the $28,000/0.9 FTE base salary adjustment is applied.

The following table shows bonus for increasing scheduling slots

2.25 slots/hour	Standard schedule
2.375 slots/hour	$8,707.50/year
2.5 slots/hour	$17,415/year
2.75 slots/hour	$34,830/year

PAF (Patient Assessment Form) Bonus:

- The PAF bonus will be determined by the total PAF revenue received by El Rio.
- 50% of the total revenue will be distributed among providers based on the number of PAF forms completed by an individual provider and accepted by the payor.
- These calculations will be based on the results reflected in My Panel Metrics.
- The PAF bonus will be based on a calendar year.
- The bonus will be distributed by April 1st of the following year.

Quality Bonus:

- An end-of-year Quality Bonus will be given to recognize those providers in the top tiers of Quality metrics.
- Those providers who achieve the percentages in the table below will receive up to a $25,000 annual bonus for a 1.0 FTE.
- Quality Bonus will be adjusted based on Full FTE.
- The Baseline for Quality metric will be determined by the Organizational Q4 score from the prior year for each metric.
- El Rio Health and the Union will work to set the quality measures to be in line with how El Rio Health is reimbursed for said quality measures by CMS and health plans.
- This bonus payment will be distributed by March 1 of the following year.
- The 2026 Quality Measure are:
    - Internal Medicine
        - Colorectal cancer screening, A1c less than 9%, Annual Medicare Wellness visit
    - Family Medicine
        - Colorectal cancer screening, A1c less than 9%, WCV 3-21, Annual Medicare Wellness visit
    - Pediatrics
        - WCV 15-30 month, WCV 3-21, GC/Chlamydia screening
    - SDAC
        - Diabetic retinopathy screening, breast cancer screening, colorectal cancer screening
    - Medical Street Outreach
        - Depression screening, tobacco screening, cervical cancer screening
- Quality bonus eligibility excludes the provider from participating in the key results bonus.

Provider achieves:

El Rio Quality Baseline = $1,250 per 1.0 FTE
El Rio Quality Baseline + 5% = $12,500 per 1.0 FTE
El Rio Quality Baseline + 10% = $25,000 per 1.0 FTE

Examples: (0.9 FTE APP)

Peds Quality Average Baseline 69.6%

Quality Achieved 69.6% = $1,125

Quality Achieved 74.6% = $11,250
Quality Achieved 79.6% = $22,500

FM % Quality Average Baseline 69.7%
Quality Achieved 69.7% = $1,125
Quality Achieved 74.7% = $11,250
Quality Achieved 79.7% = $22,500
IM % Quality Average Baseline 67.6%
Quality Achieved 67.6% = $1,125
Quality Achieved 72.6% = $11,250
Quality Achieved 77.6% = $22,500

Section 5: 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.
- Standard schedule for APPs will be thirty-six (36) clinical hours per week.
- All baselines will be adjusted proportionally for physicians and APPs working less than or more than their standard schedule, as outlined above.

Patient Panel:

SIA providers will only see patients who are living with HIV/AIDS, seeking Pre-Exposure Prophylaxis, or Post-Exposure Prophylaxis for HIV.

SIA Physician 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 patient appointment slot baselines will be adjusted proportionally for all physicians working a schedule less than or more than thirty-two (32) clinical hours per week.
- Any deviation from the standard schedule will impact salary and must be agreed to by the provider.
- Standard schedules for Physicians will have 10 patient appointment slots per 4 hours session (an average of 2.5 patient slots per hour).
- For those physicians who choose to decrease the number of appointments to 2 slots/hour, they may do so with a 20% decrease in base salary.
- For those physicians who choose to decrease the number of appointments to 2.25 slots/hour, they may do so with a 10% decrease in base salary.
- If a physician chooses to decrease their slots to 2.25 slots/hour when this contract enters into effect, the 10% decrease to their base salary will be made after the $32,000/0.8 FTE base salary adjustment is applied.

- If a physician chooses to decrease their slots to 2 slots/hour when this contract enters into effect, the 20% decrease to their base salary will be made after the $32,000/0.8 FTE base salary adjustment is applied.

SIA APP Standard Schedule:

- Standard schedule for APPs will be thirty-six (36) clinical hours per week with call duties when an APP is not scheduled in the clinic not counting towards those thirty-six (36) weekly hours.
- All patient appointment slot baselines will be adjusted proportionally for all APPs working less than or more than thirty-six (36) clinical hours per week.
- Any deviation from the standard schedule will impact salary and must be agreed to by the provider.
- Standard schedules for APPs will have 9 patient appointment slots per 4 hours session (an average of 2.25 patient slots per hour).
- For those APPs who choose to decrease the number of appointments to 2 slots/hour, they may do so with a 10% decrease in base salary.
- If an APP chooses to decrease their slots to 2 slots/hour when this contract enters into effect, the 10% decrease to their base salary will be made after the $28,000/0.9 FTE base salary adjustment is applied.

Base Salary: Fellowship-trained Infectious Disease Specialty Physician:

- At the start of this contract, all currently employed physicians will have their annual base salaries
  increased at a rate of $32,000 per 0.8 FTE
- Those working more than or less than 0.8 FTE will be adjusted proportionally.
- Wage tables for annual salaries at the start of this contract are shown in the following tables in order to ensure that new hires are included in the base pay adjustment. The table lists base salaries for 1.0 FTE to be consistent with pay ranges listed in the appendix of this contract.

- During the life of the contract, base salaries will increase per the annual adjustment percentage or by market analysis adjustment, whichever is greater. If the employee's base salary has reached the top of the grade per their job title, then the annual adjustment will be paid as a one-time stipend.

	Minimum	Mid-Range	Maximum
Internal Medicine	$256,397	$326,619	$396,841

*This wage table represents a 40-hour work week

SIA Physicians who were previously eligible for incentives based on Panel Size shall receive an annual stipend equal to the difference of $32,000 per 0.8 FTE and their 2025 annual panel-based

incentive. If their 2025 annual panel-based incentive was less than $32,000 per 0.8 FTE, the physician is not eligible for this stipend. The stipend shall be paid bi-weekly and will be separate from Base Salary. If the physician changes FTE at any point during the duration of this Contract, they will no longer be eligible for this stipend. If there is a change to Grant Funding that impacts SIA and this model is no longer sustainable, the Union and Management agree to open only this section of the Agreement for discussion.

Base Salary: If the physician changes FTE at any point during the duration of this Contract, they will no longer be eligible for this stipend. If there is a change to Grant Funding that impacts SIA and this model is no longer sustainable, the Union and Management agree to open only this section of the Agreement for discussion.

Base Salary: APP with certification (AAHIVS, AACRN or equivalent)

- At the start of this contract, all currently employed APPs will have their annual base salaries increased at a rate of $28,000 per 0.9 FTE. Those working more than or less than 0.9 FTE will be adjusted proportionally.
- Wage tables for annual salaries at the start of this contract are shown in the following tables in order to ensure that new hires are included in the base pay adjustment. The table lists base salaries for 1.0 FTE to be consistent with pay ranges listed in the appendix of this contract.
- During the life of the contract, base salaries will increase per the annual adjustment percentage or by market analysis adjustment, whichever is greater. If the employee's base salary has reached the top of the grade per their job title, then the annual adjustment will be paid as a one-time stipend.

	Minimum	Mid-Range	Maximum
Advanced Practice Provider (APP)	$128,998	$160,763	$192,528

*This wage table represents a 40-hour work week

SIA APP's who were previously eligible for incentives based on Panel Size shall receive an annual stipend equal to the difference of $28,000 per 0.9 FTE and their 2025 annual panel-based incentive. If their 2025 annual panel-based incentive was less than $28,000 per 0.9 FTE, the APP is not eligible for this stipend. The stipend shall be paid bi-weekly and will be separate from Base Salary. If the APP changes FTE at any point during the duration of this Contract, they will no longer be eligible for this stipend. If there is a change to Grant Funding that impacts SIA and this model is no longer sustainable, the Union and Management agree to open only this section of the Agreement for discussion.

SIA Physician 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 patient appointment slot baselines will be adjusted proportionally for all physicians working a schedule less than or more than thirty-two (32) clinical hours per week.
- Any deviation from the standard schedule will impact salary and must be agreed to by the provider.
- Standard schedules for Physicians will have 10 patient appointment slots per 4 hours session (an average of 2.5 patient slots per hour).
- For those physicians who choose to decrease the number of appointments to 2 slots/hour, they may do so with a 20% decrease in base salary.
- For those physicians who choose to decrease the number of appointments to 2.25 slots/hour, they may do so with a 10% decrease in base salary.
- If a physician chooses to decrease their slots to 2.25 slots/hour when this contract enters into effect, the 10% decrease to their base salary will be made after the $32,000/0.8 FTE base salary adjustment is applied.
- If a physician chooses to decrease their slots to 2 slots/hour when this contract enters into effect, the 20% decrease to their base salary will be made after the $32,000/0.8 FTE base salary adjustment is applied.

SIA APP Standard Schedule:

- Standard schedule for APPs will be thirty-six (36) clinical hours per week with call duties when an APP is not scheduled in the clinic not counting towards those thirty-six (36) weekly hours.
- All patient appointment slot baselines will be adjusted proportionally for all APPs working less than or more than thirty-six (36) clinical hours per week.
- Any deviation from the standard schedule will impact salary and must be agreed to by the provider.
- Standard schedules for APPs will have 9 patient appointment slots per 4 hour session (an average of 2.25 patient slots per hour).
- For those APPs who choose to decrease the number of appointments to 2 slots/hour, they may do so with a 10% decrease in base salary.
- If an APP chooses to decrease their slots to 2 slots/hour when this contract enters into effect, the 10% decrease to their base salary will be made after the $28,000/0.9 FTE base salary adjustment is applied.

Clinic Call:

El Rio Health will pay $500 for seven (7) days of clinic after-hours call work for clinical telephone support services needed by the nurse triage after-hours care team. Clinic call is available to SIA Physicians and Advanced Practice Providers.

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 6: General Dentists:

Standard Schedule:

- Full-time will be considered thirty-five (35) clinical hours per week.
- PTO, CE time off, and CE reimbursements will be adjusted proportionally for dentists working less than thirty-five (35) clinical hours per week.
- A provider can opt to work 40 hours for salary increase only, no additional prorate to PTO, CE time off and CE reimbursements.
- All baselines will be adjusted proportionally for dentists working less than or more than thirty-five (35) clinical hours per week.

Base Salary Minimum:

At the start of this contract, all currently employed General Dentists will have their annual base salaries increased at a rate of $13,125 per 0.875 FTE. Those working more than or less than 0.875 FTE will be adjusted proportionally.

Wage tables for annual salaries at the start of this contract will read as follows. During the life of the contract, base salaries will increase per the annual adjustment percentage or by market analysis adjustment, whichever is greater.

	Minimum	Mid-Range	Maximum
General Dentists	$169,027	$219,010	$268,992

**This wage table represents a 40-hour work week*

Productivity Incentive Pay:

Encounters:

An Encounters Bonus will be given to recognize those providers in the top tier of Encounter Productivity.

- General Dentists will be paid $40 per encounter bonus for each encounter above 112% of baseline productivity.
- Baseline productivity will be 1853 encounters/year for dentists working the standard clinical 35 hours/FTE (0.875). 112% Baseline: 2075 encounters.
- Baseline productivity will be 2117 encounters/year for dentists working 40hours/FTE (1.0). 112%. Baseline: 2371 encounters.
- Baseline productivity will be adjusted proportionally for clinical FTE other than standard.
- Bonus will be paid quarterly on data from the corresponding quarter
- Payout will be made within 60 days of the end of the quarter

- A separate line item may be used on the bonus payment statement to indicate catch-up payment from the previous quarter due to late billing.
- Productivity will be reported in a way that is fully transparent, easily understood, trackable, and corresponding to the period reported

Encounter Bonus pay will be based on personally attributed encounters. This includes encounters in which the dentist is the service provider. An exam completed within a hygiene encounter will generate a bonus encounter for the dentist. Encounter data will be based on reportable UDS 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. Dental Leadership and the Dentists will mutually agree upon codes for non-billable services that will be formulated and added into the EPIC reporting system for encounter calculation.
Resident encounters will be pooled and distributed based on attending hours of the general dentists. General dentists who attend more than 2 residents in conjunction with specialists (endodontics, oral surgery, periodontics, etc.) will receive credit for a maximum of 2 residents for each session.

Any suspected bonus calculation errors detected by management and dentists must be addressed with the affected provider. Retroactive revisions to the bonus can be for a positive outcome only for the provider.
There is no cap to encounter bonus pay.

Clinic Scheduling:
The number of patients scheduled per clinic hour will vary depending on the number and type of procedures scheduled.

Section 7: Pediatric Dentists:

Standard Schedule:

1. Full-time will be forty (40) clinical hours per week/ 1.0FTE.
2. Base salary, baselines, PTO, CE time off, and CE reimbursements will be adjusted proportionally for Pediatric dentists working less than 40 hours per week.

Base Salary Minimum:
At the start of this contract, all currently employed Pediatric Dentists will have their annual base salaries increased at a rate of $25,000 per 1.0 FTE. Those working less than 1.0 FTE will be adjusted proportionally.

Wage tables for annual salaries at the start of this contract will read as follows. During the life of the contract, base salaries will increase per the annual adjustment percentage or by market analysis adjustment, whichever is greater, unless the employee's base salary has reached the top of the grade per their job title.

	Minimum	Mid-Range	Maximum
Pediatric Dentist	$218,212	$280,910	$343,608

**This wage table represents a 40-hour work week*

Pediatric Dentists who do not provide direct patient care (attending only) will be eligible only for the Key Results Incentive.

Pediatric Dentists who provide direct patient care will be eligible only for the Encounter Bonus Program outlined below.

Bonus pay will be based on personally attributed encounters. This includes encounters in which the dentist is the service provider. An exam completed within a hygiene encounter will generate a bonus encounter for the dentist. Encounter incentive will be based on reportable UDS visits plus duplicate encounters for Dentist/Hygienist same day visits. In some cases, dental treatment may require multiple visits but are billed/reimbursed as one complete treatment. In these cases, encounters with bonus eligible non-billable codes that are completed in good faith and consistent with standard dental practices will be credited for bonus purposes.

Quarterly attending preceptor payment of $1500 per attending day per week will be issued to pediatric dentists. A preceptor who has a set attending schedule of 1 day per week will receive $1500 per quarter. A preceptor who has a set schedule of 2 attending days per week will receive $3000 per quarter.

For additional attending days beyond the set, yearly schedule- preceptors will receive $150 per attending day.

The Dentist must work 75% of the quarter to be eligible for the full preceptor payment. If worked less than 75%, the payment will be prorated based on the % of time worked that quarter.

Pediatric Dentists may request a change to their attending schedule once every 365 days and align with the beginning of a quarter.

Clinical exception for additional attending time will be accounted for in the calculation of encounter bonus.

Encounter Bonus Pay:

Encounter Bonus: An end of the year Encounters Bonus will be given to recognize those providers in the top tier of Encounter Productivity.

- Pediatric Dentists will be paid a $40 per encounter incentive for each encounter above 115% of baseline productivity.
- Baseline productivity will be 2500 encounters/year for Pediatric Hybrid Dentists working the standard clinical FTE (1.0). 115% Baseline: 2875 encounters.
- Baseline productivity will be adjusted proportionally for clinical FTE other than standard.

- Bonus will be paid quarterly on data from the corresponding quarter.
- Payout will be made within 60 days of the end of the quarter
- A separate line item may be used on the bonus payment statement to indicate catch-up payment from the previous quarter due to late billing.
- Productivity will be reported in a way that is fully transparent, easily understood, trackable, and corresponding to the period reported.

There is no cap to encounter bonus pay.

Any suspected bonus calculation errors detected by management and dentists must be addressed with the affected provider. Retroactive revisions to the incentive can be for a positive outcome only for the provider.

Section 8: Clinical Dental Hygienists:

Standard Schedule:

- Full-time will be thirty-six (36) clinical hours per week.
- A provider can opt to work forty (40) Hours for salary increase only, no additional prorate to PTO, CE time off and CE reimbursements.
- PTO, CE time off and CE reimbursements will be adjusted proportionally for clinical dental hygienists working less than or more than thirty-six (36) clinical hours per week.

Base Salary Minimum:

At the start of this contract, all currently employed Clinical Dental Hygienists will have their annual base salaries increased at a rate of $15,000 per 0.9 FTE. Those working more than or less than 0.9 FTE will be adjusted proportionally. The $15,000 increase is based on .9 FTE and will be prorated downward or upward for those working less than or more than 36 hours per week.

Wage tables for annual salaries at the start of this contract will read as follows. During the life of the contract, base salaries will increase per the annual adjustment percentage or by market analysis adjustment, whichever is greater, unless the employee's base salary has reached the top of the grade per their job title.

	Minimum	Mid-Range	Maximum
Clinical Dental Hygienists	$80,111.67	$99,062.67	$118,013.67

**This wage table represents a 40-hour work week*

Encounter Bonus:

An Encounters Bonus will be given to recognize those providers in the top tier of Encounter Productivity.

- Dental Hygienists will be paid a $40 per encounter bonus for each encounter above 115% of baseline productivity.

- Baseline productivity will be 1134 encounters/year for clinical hygienists working the standard clinical FTE (0.9). 115%: 1307 encounters. 1.0 FTE Baseline: 1260 encounters/115%: 1449 encounters
- Baseline productivity will be adjusted proportionally for clinical FTE other than standard.
- Bonus will be paid quarterly on data from the corresponding quarter
- Payout will be made within 60 days of the end of the quarter
- A separate line item may be used on the Bonus payment statement to indicate catch-up payment from the previous quarter due to late billing.
- Productivity will be reported in a way that is fully transparent, easily understood, trackable, and corresponding to the period reported

Any suspected Encounter bonus calculation errors detected by management and clinical hygienists must be addressed with the affected provider. Retroactive revisions to the bonus can be for a positive outcome only for the provider.
There is no cap to encounter bonus pay.

Bonus pay will be based on personally attributed encounters. This includes encounters in which the dentist is the service provider. An exam completed within a hygiene encounter will generate a bonus eligible encounter for both the dentist and hygienist. For example, if a D0140 is seen in a hygiene encounter, the hygienist will receive bonus eligible encounter credit.

Encounter Goals:

Encounter goals are set by utilizing best practice information from community health centers, the National Network of Oral Health Access, SafetyNet Solutions, and the CareQuest Institute. The encounter goal for a clinical hygienist is 1 encounter per hour. This goal will be utilized for performance management purposes and evaluation of chair utilization.

Section 9: Embedded Dental Hygienists:

Standard Schedule:

- Full-time will be thirty-six (36) clinical hours per week.
- A provider can opt to work forty (40) Hours for salary increase only, no additional prorate to PTO, CE time off and CE reimbursements.
- PTO, CE time off and CE reimbursements will be adjusted proportionally for embedded dental hygienists working less than or more than thirty-six (36) clinical hours per week.

Base Salary Minimum:

At the start of this contract, all currently employed Embedded Dental Hygienists will have their annual base salaries increased at a rate of $15,000 per 0.9 FTE. Those working more than or less than 0.9 FTE will be adjusted proportionally. The $15,000 increase is based on .9 FTE and will be prorated downward or upward for those working less than or more than 36 hours per week.

Wage tables for annual salaries at the start of this contract will read as follows. During the life of the contract, base salaries will increase per the annual adjustment percentage or by market analysis adjustment, whichever is greater, unless the employee's base salary has reached the top of the grade per their job title.

	Minimum	Mid-Range	Maximum
Embedded Hygienists	$80,111.67	$99,062.67	$118,013.67

**This wage table represents a 40-hour work week*

Encounter Bonus:
An Encounters Bonus will be given to recognize those providers in the top tier of Encounter Productivity.

- Embedded Hygienists will be paid a $40 per encounter bonus for each encounter above 115% of baseline productivity.
- Baseline productivity will be 2700 encounters/year for embedded hygienists working the standard clinical FTE (0.9). 115%: 3105 encounters. 1.0 FTE Baseline: 3000 encounters/115%: 3450 encounters
- Baseline productivity will be adjusted proportionally for clinical FTE other than standard.
- Bonus will be paid quarterly on data from the corresponding quarter
- Payout will be made within 60 days of the end of the quarter
- A separate line item may be used on the bonus payment statement to indicate catch-up payment from the previous quarter due to late billing.
- Productivity will be reported in a way that is fully transparent, easily understood, trackable, and corresponding to the period reported

Any suspected incentive bonus calculation errors detected by management and embedded hygienists must be addressed with the affected provider. Retroactive revisions to the bonus can be for a positive outcome only for the provider.

There is no cap to encounter bonus pay.

Hybrid Embedded/Clinical Hygienists:
Baselines will be adjusted based on the ratio of time spent as either clinical or embedded hygienist.

<u>Section 10: Advanced Practice Provider - Certified Nurse Midwives (APP-CNM's):</u>
Standard Schedule:

- Standard schedule for each 2-week Pay Period for a Call Midwife will consist of a combination of clinic and hospital call shifts, and administrative time
- CNMs will receive twelve (12) hours pay for twelve (12) hours of inpatient call
- Standard schedule for each 2-week pay period for a Clinic only Midwife will consist of a combination of clinic shifts and administrative time.

- All standard schedules will be adjusted proportionally for Call Midwives working less than or more than thirty-eight (38) hours per week and Clinic-Only Midwives working less than or more than thirty-nine (39) hours per week.
- CNMs working without a learner will have 9 patient appointment slots per 4-hour clinic session. CNMs working with a learner will have 6 patient appointments per 4-hour session. Fewer appointment slots may be granted with approval from a medical director. Additional slots must be agreed to by the CNM.
- All CNMs (Call and Clinic Only) working 36-38 hours will receive 2 hours of paid administrative time per week, with hours averaged over the six-week provider schedule.
- All CNMs (Call and Clinic Only) working 24-36 hours will receive 1 hour of paid administrative time per week, with hours averaged over the six-week provider schedule.
- All CNMs (Call and Clinic Only) working less than 23 hours or less are not eligible for paid administrative time.

Administrative Time:
Administrative time is granted when a CNM is working a normal schedule. When on PTO, the administrative time is not granted and the CNM is charged PTO according to their FTE.

CNMs will be credited admin time, equal to meeting time, if meetings are attended while on PTO. If the CNM schedule is blocked for a meeting because it occurs during their scheduled shift, the hour will be deducted from the weekly administrative time, as the CNM will be credited the full 8-hour clinic schedule or 12-hour call schedule.

Base Salary minimum:
Certified Nurse-Midwives: $100,000

Extra Session Pay:
Pre-Scheduled Extra Sessions:
Compensation for pre-scheduled extra sessions will be $67.00 per hour or the employee's regular hourly rate, whichever is greater.

Callout Coverage (Less Than 24 Hours' Notice):
For extra sessions worked to cover a callout, defined as coverage requested with less than 24 hours' notice, compensation will be $67.00 per hour or the regular hourly rate, whichever is greater, plus a $25.00 per hour callout differential.

Examples:
8-hour clinic session (callout): $67.00 per hour (or the regular hourly rate if it is greater) + $200
4-hour clinic session (callout): $67.00 per hour (or the regular hourly rate if it is greater) + $100
12-hour call shift (callout): $67.00 per hour (or the regular hourly rate if it is greater) + $300
6-hour call shift (callout): $67.00 per hour (or the regular hourly rate if it is greater) + $150

Hospital Call Shifts:

CNMs will work the needed combination of hospital call shifts (day and night) and clinic days to cover the needs of patients. The medical director of midwifery will 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.

CNMs will receive twelve (12) hours of pay for twelve (12) hours of call at the hospital.

Section 11: Outpatient 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 with call duties not counting towards those thirty-six (36) weekly hours.
- 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: $216,397
- Psychiatric Nurse Practitioners: $109,634

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

Appointment Scheduling:
Follow up appointments will be scheduled for 30 minutes and new patient evaluation appointments for 60 minutes. Scheduling 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.

Inpatient Behavioral Health Psychiatrists and Psychiatric Nurse Practitioners (NPs):

Standard Schedule - Physicians and APPs:
Monday through Friday (8am-5pm), 40 hours per week, with call duties not counting toward those forty weekly hours.

Base Salary Minimums:

- Psychiatrists: $216,397
- Psychiatric Nurse Practitioners: $109,634

Encounter Expectations for Physicians and APPs:

- Daily encounter expectations for weekday coverage are 14 patients for a full shift for both psychiatrists and psychiatric nurse practitioners.
- When 15 and more patients are seen during a full shift, the additional encounters will be paid at the following rates: El Rio will pay psychiatrists $175 per psychiatric evaluation and $95 per follow-up and psychiatric nurse practitioners $100 per psychiatric evaluation and $65 per follow-up.

Inpatient Weekend and Holiday Coverage:

1. All Carondelet-credentialed behavioral health providers will share weekend and holiday coverage responsibilities on a voluntary basis.
2. El Rio agrees to provide psychiatrists with a per patient payment of $175 per new admission and $95 per follow-up per day for weekends and holiday and psychiatric nurse practitioners $100 per new admission and $65 per follow-up per day for weekends and holiday.
3. All holidays worked will be paid at the moonlighting rate as described above OR can be utilized as a floating holiday with floating holiday to be utilized within 90 days or the day will be forfeited.
4. Carondelet-credentialed outpatient psychiatric providers (MD/DO/APPs) can elect to work inpatient on weekdays in lieu of outpatient weekday clinic in order to cover for PTO for inpatient team.

Inpatient Telephone Call:

- Psychiatrists and psychiatric nurse practitioners who are working inpatient are "on-call" during their scheduled work hours.
- El Rio Health will pay $200 for call per weeknight (5pm-8am) work and $750 for call per weekend (Friday 5pm – Monday 8am).

All Carondelet-credentialed behavioral health prescribers will share call responsibilities on a voluntary basis.

Section 12: Specialty Behavioral Health Professionals

Standard Schedule:

- Standard schedule for specialty behavioral health professionals will be forty (40) clinical hours per week.
- All baselines will be adjusted proportionally for specialty behavioral health professionals working less than forty (40) clinical hours per week.

Base Salary Minimum:

Specialty Behavioral Health Professionals: $63,445

In every 4-hour clinic session, 3 patients will be scheduled for 60 minutes each. 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 goal is 60-70 total patients. Panel size will be proportionately adjusted for Specialty Behavioral Health Professionals working fewer than 40 hours per week.

Section 13: Primary Care Behavioral Health Consultants:

Standard Schedule:

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

Base Salary Minimum:

Primary Care Behavioral Health professionals: $63,445

Encounters expectations for Primary Care Behavioral Health Professionals:

- The expectation for patients seen by Primary Care Behavioral Health professionals is 3.5 patients per 4-hour session
- The expectation for patients seen by Primary Care Behavioral Health Triage professionals is 2.5 patients per 4-hour session.
- Inability to achieve the encounter expectations will not factor into annual evaluations as long as effort has been shown by BHCs to follow best practice guidelines established by Behavioral Health and Clinical Leadership.

Section 14: 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

Patient Appointment Scheduling:

The standard full-time clinical schedule for a physical therapist is defined as a total of 40 clinical hours per week and 50 available client appointments. A standard full-time clinical schedule for a physical therapist allows for 10 initial consultations per week. Initial consultation appointments will be 60 minutes and follow up appointments will be 40 minutes. To accommodate clinic needs, temporary changes to the number of consultations in a day or week may be made with the advanced mutual agreement of the physical therapist and the Director of Physical Therapy. A physical therapist working an alternative schedule will have the number of total visits per week and

consults per week adjusted in proportion to the standard full-time clinical schedule for a physical therapist. The standard full-time clinical schedule for a physical therapist outlined above will serve as the baseline reference for alternative physical therapist schedules.

New staff physical therapists may practice under an alternative schedule template for the purposes of building and accommodating caseloads, as determined by the Director of Physical Therapy.

Section 15: Registered Dietitians:

Standard Schedule:

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

Base Salary Minimum:

Registered dieticians: $53,504

Encounter Expectations for Registered Dieticians:

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

Section 16: Registered Pharmacists:

Standard Schedule:

- Standard schedule for Registered Pharmacists will be forty (40) hours per week.

Base Salary Minimums:

Registered Pharmacists: $98,000

PTO Requests:

Time Off Requests-Outpatient and Hybrid Pharmacists Only: This only pertains to Hybrid Pharmacists PTO requests that fall when working in the pharmacy, clinic days are not impacted.

- Extending Holiday time off, up to two (2) working days before or after any El Rio Paid Holidays.
- If more pharmacists request~~s~~ the same time off and all requests cannot be accommodated, higher priority will be granted based on the following criteria:
- Requests are prioritized based on the Date they are submitted
    - Same-Day Submissions: If multiple requests are submitted on the same day and not all can be approved, the following order of priority will apply:
        - Previous Two (2)-Year Time-Off History: Priority is given to those who did *not* have approved time off during the same holiday period in the previous calendar year

        - Seniority: If both Date of Submission and prior usage are identical, priority will be determined based on seniority.
- All other PTO requests
    - If multiple requests for the same time off are received and cannot be accommodated, higher priority will be granted based on the date of the request.
        - Seniority: If the date stamp is identical, priority will be determined by seniority.

Time Off Requests - All Pharmacists:

- Requests for Consecutive Days of Time Off when the End Date of the leave exceeds the allowable timeframe to submit requests in advance
    - A maximum of seven consecutive days is allowed
        - Longer periods require separate submissions
        - Extension of holidays does not apply to this section
- The first day requested must be in the allowable timeframe to request the day and must include a Comment that specifies the Date Range of the full leave the Pharmacist will request.
    - The first day's date stamp sets the request priority
        - Seniority: If the date stamp is identical, priority will be determined by seniority.
    - The Pharmacist will also send an email with this information to their direct supervisor or delegate and scheduler.
    - If either step is not followed, each day will be treated as an individual request.
    - The Pharmacist is responsible for submitting individual Time Off Requests for each day of the Consecutive Leave based on the allowable timeframes.
- PTO requests to be answered within 5 business days after submission per existing LMA

Schedule Considerations:

- All outpatient and hybrid pharmacists will be on equal rotation to work weekend shifts at El Rio pharmacies open on weekends.
- To allow for future planning, the pharmacists schedule will be posted 60 days in advance and may be subject to change to accommodate time off and unplanned absences with written communication to the impacted pharmacist.

Section 17: Advanced Practice Pharmacists (APPh):

Standard Schedule:

- Standard schedule for Advanced Practice Pharmacists (APPh) will be forty (40) hours per week in the clinic/pharmacy.

Base Salary Minimums:

Advanced Practice Pharmacists: $109,634

PTO Requests:

Time Off Requests-Outpatient and Hybrid Pharmacists Only. This only pertains to Hybrid Pharmacists PTO requests that fall when working in the pharmacy, clinic days are not impacted.

- Extending Holiday time off, up to two (2) working days before or after any El Rio Paid Holidays.
- If more pharmacists request~~s~~ the same time off and all requests cannot be accommodated, higher priority will be granted based on the following criteria:
- Requests are prioritized based on the Date they are submitted
    - Same-Day Submissions: If multiple requests are submitted on the same day and not all can be approved, the following order of priority will apply:
        - Previous Two (2)-Year Time-Off History: Priority is given to those who did *not* have approved time off during the same holiday period in the previous calendar year
        - Seniority: If both Date of Submission and prior usage are identical, priority will be determined based on seniority.
- All other PTO requests
    - If multiple requests for the same time off are received and cannot be accommodated, higher priority will be granted based on the date of the request.
        - Seniority: If the date stamp is identical, priority will be determined by seniority.

Time Off Requests - All Pharmacists:

- Requests for Consecutive Days of Time Off when the End Date of the leave exceeds the allowable timeframe to submit requests in advance
    - A maximum of seven consecutive days is allowed
        - Longer periods require separate submissions
        - Extension of holidays does not apply to this section
- The first day requested must be in the allowable timeframe to request the day, and must include a Comment that specifies the Date Range of the full leave the Pharmacist will request.
    - The first day's date stamp sets the request priority
        - Seniority: If the date stamp is identical, priority will be determined by seniority.
    - The Pharmacist will also send an email with this information to their direct supervisor or delegate and scheduler.

    - If either step is not followed, each day will be treated as an individual request.
    - The Pharmacist is responsible for submitting individual Time Off Requests for each day of the Consecutive Leave based on the allowable timeframes.
- PTO requests to be answered within 5 business days after submission per existing LMA

Schedule Considerations:

- All outpatient and hybrid pharmacists will be on equal rotation to work weekend shifts at El Rio pharmacies open on weekends.
- To allow for future planning, the pharmacists schedule will be posted 60 days in advance and may be subject to change to accommodate time off and unplanned absences with written communication to the impacted pharmacist.

Section 18: OBGYN Physicians:

Standard Schedule:

- Standard schedule for OBGYN Physicians will be forty (40) clinical hours per week inclusive of outpatient clinic and hospital coverage (GYN surgery, labor and delivery, hospital follow-up, and ED call).

Base Salary Minimum:

OBGYN Physicians: $242,365

Section 19: Group II Employees

1: Full Time

A full-time employee is an employee regularly scheduled to work forty (40) hours per week, unless otherwise stated in this Agreement.

2: Part Time

A part-time employee is an employee regularly scheduled to work less than forty (40) hours per week. Part-time employees' benefits (for which an employee is eligible) will be proportional to the number of hours regularly scheduled to work.

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.

If El Rio Health demonstrates, through financial documentation such as preliminary or year-to-date financial statements or records, that its financial performance for the current year reflects a

negative cash position compared to the audited financials of the prior year, due to a decrease in revenue, the parties agree to reopen only the annual increase section of this contract for renegotiation. This financial performance will be evaluated in January. Both parties will engage in good faith negotiations to find mutually acceptable solutions that avoid negative financial outcomes for El Rio Health due to a decrease in revenue. If this clause is invoked, a third-party audited financial statement verifying the negative cash position will be provided to the union following the execution of the Memorandum of Understanding. Any adjustments will apply to the annual increase scheduled for January of the current year.

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.

Shift Differential:
All Group II employees who work on weekdays after 6:00 PM, provided their outpunch is 6:08 PM or later, shall receive a 10% shift differential for each hour worked after this time. Employees working on Saturdays shall receive a 12% shift differential for all hours worked, and employees working on Sundays shall receive a 14% shift differential for all hours worked.

All Group II employees who are scheduled or work on weekdays after 6:00 PM shall receive a 10% shift differential for each hour worked after this time. Employees scheduled for or working on Saturdays shall receive a 12% shift differential for all hours worked, and employees scheduled or working on Sundays shall receive a 14% shift differential for all hours worked.

On-Call Policy for Group II Employees:

1. Compensation for On-Call Status: Employees will receive 1 hour of on-call pay at their regular rate for every eight (8) hours of on-call status in a 24-hour period (12:00am-11:59pm).
2. Call Time Compensation: If the employee takes a call while on-call, they will be paid for the actual time worked or a minimum of one hour, whichever is greater.
3. Call Back Compensation: If an employee were to be called back to work onsite outside their normal work schedule, they will be compensated for the time worked (including travel time) or a minimum of three hours, whichever is greater.
4. On-Call Duty Limitations: Employees may not spend more than 14 days on on-call duty in any 4-week period. Every 4 weeks, there should be at least 2 consecutive days on which an employee does not work and on which they are not on on-call duty.
5. Mileage Reimbursement: Mileage reimbursement will be provided for on-call support. 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:
Clinical Language Proficiency Assessment:

This assessment measures the interpreting skills for a range of clinical terminology and tasks, including general sight translation. Employees in a position that provides direct patient care are eligible to take the Clinical Proficiency Assessment. When the employee receives a passing score established by the vendor they will qualify for $600 annually, to be paid by El Rio Health bi-weekly over the twenty-six (26) pay dates in the calendar year. Employees who take and pass the assessment mid-year will be eligible for a prorated amount.

General Translation Assessment:

This assessment measures the General Translational and Conversational skills, including general sight translation. Employees in a position that supports patient care, but does not provide direct patient care, are eligible to take the General Translation Assessment. When the employee receives a passing score as established by the vendor, they will qualify for $400 annually to be paid by El Rio Health bi-weekly over the twenty-six (26) pay dates in the calendar year. Employees who take and pass the assessment mid-year will be eligible for a prorated amount.

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.
4. 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

Article VI – Benefits

Section 1: Health Benefits:

For the purpose of Health Benefits eligibility and payroll deduction calculation a part-time employee is defined as twenty (20) to twenty-nine (29) hours and a full-time employee is defined as thirty (30) or more hours per week.

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 arrangements referred to in this Section are subject to Coordination of Benefits with any other insurance carrier(s) and coverage(s) held by the employee, or employee's dependents.

El Rio Health currently provides medical plans and dental plans that are Self-Funded. As such, the plans outlined in this article are based on employee and employer contributions towards the total plan costs for Self-Funded plans, which include employee premiums, co-pays, deductibles, co-insurance, Health Savings Accounts, total claims costs, and administrative costs.

Health (Medical, Dental, and Vision) benefits are available for eligible employees effective the first day of the month following sixty (60) days of employment and provided the employee completes the applicable enrollment forms by the corresponding deadlines.

Insurance Cost:
El Rio Health will offer at least three (3) health plan options with Employer contributions as follows. Employees will cover the remaining portion via bi-weekly payroll deductions.

- Plan options will include an HDHP with HSA: El Rio Health will pay at least 80% for the employee, 65% for dependents of the rate equivalency cost.
- Base Plan and Buy-Up Plan or equivalents: El Rio Health contributes at least 60% of the rate equivalency cost for employees and dependents.
- El Rio Health will contribute to each plan, ensuring multiple coverage levels.
- Any selection or modification of health plan options must follow the contribution guidelines above, and all such changes shall be presented to the Labor Management Committee prior to implementation.

El Rio shall determine dependent eligibility for benefits and coverage based on the IRS definition of a dependent. El Rio may also offer coverage for a Domestic Partner, and dependents of a Domestic Partner, subject to IRS definitions and regulations. In all cases, documentation may be required to substantiate the relationships in order to obtain and maintain benefits eligibility.

Section 2: Disability Insurance:
All regular employees who work at least twenty (20) hours per week are eligible for Disability Insurance effective the first of the month after sixty (60) days of employment. El Rio Health shall provide a policy, that provides benefits of sixty percent (60%) of base salary up to the Social Security Normal Retirement Age (SSNRA) and with a forty-fourth (44th) day elimination period. Employees on disability leave for six months or more who are unable to return to work may be eligible for Long Term Disability and their active employment status may end.

Section 3: Life Insurance and Accidental Death and Dismemberment Insurance (AD&D):
All regular employees who work at least twenty (20) hours per week 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, to coverage maximum of

$500k. Maximum may increase per negotiation with insurer. Policy amounts will change as the employees' annual salary changes.

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 a change 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 allowed per the Internal Revenue Service. Employees will always be 100% vested in their own contributions.

After six (6) months of service, all employees who work at least twenty (20) hours per week will be eligible to receive employer contributions to their retirement plan. Each pay period, after six (6) months of service, El Rio Health will contribute the following amount for eligible employees:

Matching Contributions:

- Match contribution equal to one dollar for every dollar contributed by the employee, up to 3% of eligible compensation.
- Vesting of Employer's matching contributions (up to 3%):

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

A. Non-elective contribution equal to 1.5% of eligible compensation.
B. Vesting of Employer's non-elective 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 an unpaid leave of absence, El Rio Health will pay life, accidental death and dismemberment, and health insurance premiums on behalf of the employee and their enrolled dependents for a period of three months following the employee receiving their last paycheck. The employee is responsible for their portion of the premiums (i.e. their typical payroll deduction amounts) and must remit the amounts due to El Rio Health each month during their absence.

Article VII – Education and Training Benefits

Section 1: Purpose:

Following the initial probationary period, regular employees are eligible for Educational and Training Benefits for the following:

- To obtain Continuing Education credits required to maintain current licenses and/or certifications, to include reasonable travel and lodging expenses to attend in-person sessions.
- For Professional Membership Dues, books, and/or journals.
- To pursue or renew a license, degree or certification in their current position.
- To improve or enhance their skills in their current position.
- As part of a defined Career Development program in the current department or in another area of El Rio Health.

All utilization requires approval from the Employee's director/manager/supervisor. In some cases, utilization may also require approval from Senior Management. In addition, Educational and Training Benefits that are part of a Career Development program will require approval from Human Resources.

Approval will not be withheld if the Education and Training is directly related to the needs of the position or department, and/or the obtaining of those skills benefiting El Rio Health. In some cases, depending on departmental or staffing needs, the employee's manager/supervisor may request change to timing of training, but any cost associated with that change will be paid by El Rio Health and not deducted from the employees continuing educations allotment.

Educational and Training Benefits for Part-time employees will be allocated on a pro-rated basis.

Section 2: Employee Funds for Job-Related Licensing or Certification:
El Rio will reimburse the employee the full cost of any and all licenses and certifications as within the scope of their current job description. If an employee leaves El Rio within 6 months of renewal, El Rio Health will recoup the renewal costs from the employee's final payroll check, as allowable within Federal and State laws. If El Rio Health is unable to recoup the costs from the employee's final payroll check, the employee is expected to reimburse El Rio Health within one month of their termination date.

Section 3: Employee Funds for Education:
Employees may be reimbursed annually up to $2,000 for utilization of Educational and Training Benefits that are approved by their manager or delegate in conjunction with Human Resources. Part-time employees will be allocated on a prorated basis.

This benefit cannot be used to purchase equipment that can be furnished by El Rio's Information Technology Department and/or Procurement Department.

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

Section 4: Special Equipment Allowance:
El Rio will purchase Dental/Surgical Loupes and accessories for each dental provider (dentists, hygienists) once every five (5) years after two (2) years of employment. If the provider leaves within six (6) months of purchase, the provider must reimburse El Rio for the amount spent, up to $2000, and the provider will then own the equipment.

Section 5: Paid Time for Licensing/Certification in Job-Related Skills:
Under special circumstances, an employee will 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:

- The course must be one of the final courses needed for immediate professional licensing or certification (i.e. RN degree)
- 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.
- Prior written approval needs to be obtained from the Chief Executive Officer before the employee is eligible.

Section 6: Paid Leave for Educational Training Benefits:
With appropriate notice and the approval of the employee's Director/Manager/Supervisor, employees will be granted as follows:

- **Group I Employees:** Forty (40) hours leave with pay per year, which 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/manager/supervisor.

- **Group II Employees:** Twenty (20) hours' leave with pay per year, which must be requested at least two (2) weeks in advance. Advance requests of less than two (2) weeks may be honored at the discretion of the director/manager/supervisor.

Section 7: Other Considerations:
The employee assumes all tax implications for utilization of Educational and Training Benefits.

Once paid education leave has been exhausted, employees must use their own Paid Time Off Balance for any additional Time Off to attend Educational and Training sessions.

Education and training mandated by El Rio will be performed during work hours and will not require the use of PTO or education leave. Time spent by Non-Exempt employees participating in Educational and Training sessions during non-work hours, if mandated by El Rio Health, shall be considered 'hours worked' for payroll purposes.

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 are entitled to:

- 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 are entitled to:

- 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 are entitled to:

- 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 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 employees, 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 by El Rio Management and must be submitted via a Schedule Change/Acknowledgement Form.

- 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.
- Approval of the Schedule Acknowledgement Form shall be at the discretion of the department head and senior manager the employee reports to.
- 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).
- Leaves with Pay, such as Holiday, Bereavement, and Jury Duty, and other leaves with pay will be paid at the amount of hours correlating to the employee's scheduled work hours per day, not to exceed a maximum of 8 hours per day, and will be prorated for part-time.

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 extended leave, there will be a supervisor assigned as a delegate supervisor. When an employee has transferred to a different job site or job title, 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: Uniform Allowance for Non-Clinical Staff:

When El Rio Health requires staff to wear a uniform, it will be weather appropriate and durable. El Rio Health will either supply a week's worth of uniforms or offer a uniform allowance for employees to purchase their own. Replacement uniforms will be provided as needed.

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. Providers and their supervisors will agree to days, times, modality (in-person vs. telehealth), and clinic site(s) that will be scheduled for patient care.

Flexible Work Schedules:

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 by El Rio Management and must be submitted via a Schedule Change/Acknowledgement Form.

Employees can request a change to their current work schedule by completing a Schedule Change/Acknowledgement Form. If approved, the employee will be obligated to work the schedule agreed to for the term of that agreement.

a. Approval of Schedule Change/Acknowledgement Form shall be at the discretion of the department head and senior manager the employee reports to.

b. The Schedule Change/Acknowledgement Form shall not exceed forty (40) hours per week.
c. The Schedule Change/Acknowledgement Form is available to any employee in any department upon mutual agreement of the employee and management.
d. Leaves with Pay, such as Holiday, Bereavement, and Jury Duty, etc. will be paid the amount of hours correlating to the employee's scheduled work hours per day, not to exceed a maximum of 8 hours per day, and will be prorated for part-time.

Section 2: Required Maintenance of Hospital Privileges:

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

- Adult Care Providers who are contracted as combined practice at St. Mary's Hospital
- Pediatrics at Tucson Medical Center (TMC)
- 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. If there are staffing concerns that cannot be resolved locally, the Union may request and be provided with staffing data within 5 business days. If the Union has concerns about inadequate staffing, the Union and Management will meet to rectify the problem.

Support staffing will be sufficient to align with El Rio policy on timely response to patient messages.

When providers are on PTO for longer than three (3) consecutive working days, they will coordinate in-basket coverage with their direct supervisor and they may request in-basket coverage by another provider, to be accommodated whenever possible.

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 examination 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 a sufficient number of exam rooms available to allow them to see their scheduled patients efficiently. If there are environmental concerns that cannot be resolved locally, the Union and Management will meet to rectify the problem.

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.

Section 8: Meetings:
When possible, meetings will be scheduled during business hours. Providers will receive their usual hourly pay during meetings.

Providers will generally be required to attend only meetings that occur during their regularly scheduled session or during a break between scheduled sessions. If a mandatory meeting is necessary outside of a regularly scheduled session, the provider may elect to flex the time spent attending the meeting in exchange for scheduled session time, through coordination with their medical director. If attendance is not mandatory, the provider may request to flex time spent attending the meeting in exchange for scheduled session time. This request requires approval from the Senior Medical Director or Chief Clinical Officer.

Article X – Holidays

Section 1: Holidays Observed:
El Rio Health will observe the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- 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.

The holidays observed are paid as eight (8) hours of holiday pay for full-time employees and will be prorated for part-time employees.

Full time employees working a recognized flexible work schedule submitted via the Schedule Change/Acknowledgement Form 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 can 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.

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.

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.

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:

1.1 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.

1.2 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.

1.3 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:

When a holiday occurs within an employee's scheduled work week, whether worked or not, that day shall count as a consecutive normal working day worked for the purpose of calculating overtime pay. "Normal working day" means a day containing the number of non-overtime hours normally worked by the employee on a regular basis.

On-Call During a Holiday:
All bargaining-unit employees who are on call during a recognized holiday shall receive a floating holiday of eight (8) hours.

- **Group I Employees:**
  The floating holiday must be used within ninety (90) days of the holiday, or it will be forfeited.
- **Group II Employees:**
  The floating holiday must be used within thirty (30) days of the holiday, or it will be forfeited.

Example:
An employee who is placed on call for any portion of a holiday will receive eight (8) hours of floating holiday, to be used within the applicable time frame above.

Hours Worked on a Holiday:
If an employee performs actual work on a recognized holiday, whether as part of a scheduled shift or while on call, the following shall apply:

- **Salary/Exempt Employees:**
  Shall receive two (2) hours of floating-holiday time for each hour worked, to be used within the applicable time frame above.
- **Hourly/Non-Exempt Employees:**
  Shall receive double-time pay for all hours worked on the holiday.

Example:

- Salary/Exempt employee who works four (4) hours on a holiday will receive eight (8) hours of floating-holiday time.
- Hourly/Non-exempt employee who works four (4) hours on a holiday will be paid at double their regular rate for those four (4) hours.

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: Employee Accrual Rates (Group I and Group II):
Regular, Full-time Employees will accrue PTO according to the following schedule:

Group I:

1. Up to 2 years seniority: 9.23 hours per pay period (pp) / 30 days annually
2. 2 but < 5 years seniority: 10.46 hours (pp) / 34 days annually
3. 5 but <10 years seniority: 11.08 hours (pp) / 36 days annually
4. >11 years seniority: 11.69 hours (pp) / 38 days annually

Group II:

1. Up to 2 years seniority: 8.00 hours per pay period (pp) / 26 days annually
2. 2 but < 5 years seniority: 9.23 hours (pp) / 30 days annually
3. 5 but < 10 years seniority: 10.46 hours (pp) / 34 days annually
4. 10 but < 15 years seniority: 11.08 hours (pp) / 36 days annually
5. >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.

Section 2: Paid Time off (PTO) Accrual Maximum:
PTO will be accrued by payroll period with a four hundred (400) hours equals (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:

- 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.
- PTO accrual begins on the date of hire and occurs every pay period thereafter while in an active employment status.
- PTO accrual is based on continuous years of service and full-time status.
- 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 proportional to the part-time hour's designation of the job for which they were hired. If a part-time employee works more than the number of weekly hours for which they were hired, their accrual rate will not be adjusted. If the employee works additional hours for a majority of a twelve (12) week consecutive period, they may request a review of their part-time status and accrual rate. Per Diem and Temporary employees are not eligible to accrue or use PTO.

- After completing one year of employment with a PTO eligible status, twice per year employees may convert 50% of their accrued PTO hours to cash. This twice 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. This conversion must be made through the Human Resources Information System (HRIS).
- All conversion requests will be processed on the pay date immediately following the request.
- PTO accrues to a maximum of four hundred (400) hours. Once the cap is reached, additional PTO will not accrue until the employee's balance drops below this maximum cap.
- Unused PTO balances up to four hundred (400) hours may be carried over to the following calendar year.

Section 3: Use of Unplanned PTO:

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 Supervisor 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:

- **Group I** employees' maximum time to request planned PTO leave is three hundred and sixty-five (365) days in advance of the leave. Group I employees shall receive a notification (via HRIS - Human Resource Information System) within five (5) business days). Due to advance clinical scheduling, Group I may need to request PTO prior to acquiring it. If time off is approved in advance, but the Paid Time Off hours are no longer available on the date the leave is actually taken, the leave will be converted to Leave Without Pay or the time off may be canceled if the Provider request to cancel the time off at least 30 days prior to the scheduled time off. If less than 30 days prior notice is provided, the time off may be canceled if sufficient staffing and clinical space allows them to be redeployed. This would be at the discretion of their supervisor.

- **Group II** employees' maximum time to request planned PTO leave is one hundred and eighty (180) days. Group II employees shall receive a notification (via HRIS - Human Resource Information System) within five (5) business days.

  Group II employees must accrue PTO before submitting a request to use the hours for time off. Group II employees may not request to use PTO hours accrued for time off within the same pay period that they were earned, nor "borrow" from future accrual.
- 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. Requests will be approved based on the submission date and time as recorded in the Human Resources Information System (HRIS). If a PTO request cannot be accommodated, the employee can

resubmit their request as a “PTO Waitlist”. Employees will be informed of their positions on the waitlist within five business days.

- Once approved, PTO requests cannot be revoked without the mutual consent of the employee and the employee’s manager.
- PTO can be used in minimum increments of one-quarter hour, up to a maximum of their assigned hours.
- 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.
- PTO must be sold back in hourly (60 minute) increments.
- Upon separation of employment, unused PTO will be paid out at 100% of its value in the employee's final paycheck. New planned PTO requests may not be submitted after a resignation has been received unless approved by employee’s Supervisor. PTO may not be used to extend the date of separation. The employee must work the number of days required to fulfill the duration of the required notice period. Therefore, if time off is taken during the final two weeks of employment (i.e. two weeks notice period of two calendar weeks), the last day of employment may be extended to complete the required notice. This pertains to new or existing time off requests.

All PTO requests submitted in the HRIS 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. In cases where multiple employees request the same day off and management is unable to accommodate the request, a waitlist will be used as described above in this section. All PTO requests must be submitted through the Human Resources System.

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).

Unplanned PTO for Personal or Family Illness at Shift End:
With the supervisor’s approval, the use of unplanned PTO of less than two (2) hours 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.

<u>Reasons for Unplanned PTO:</u>
For the purpose of this Section, immediate family shall be defined as spouse, domestic partner, parent, and dependent minors. 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.

Use of El Rio Health Services During Work Hours:
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 4: Verification of Illness:
Written provider verification of illness is required for any employee who has taken more than five (5) consecutive workdays off for personal illness before they can return to work unless the duration of the absence is within the amount previously approved under Family Medical Leave (FMLA) for the employee's condition. 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.

Additional Requirement:
After three (3) consecutive workdays off for personal illness, employees must contact Human Resources to discuss FMLA eligibility.

Management reserves the right to request a release to return to work if the employee makes them aware of circumstances that may require restrictions to return to work. The employee may be required to submit a Fitness for Duty form if they are in a job that requires credentialing.

Section 5: Part Time Employees Accrual Rate:
Part time employee's accrual rate will be proportional to the amount of time worked.

Section 6: Minimum Employment Before PTO Can Be Taken:
PTO cannot be taken unless the new employee has successfully passed their probationary period. Accrued PTO will not be paid to an employee who leaves 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 7: 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 or Chief Human Resources Officer.

Once notice has been given to El Rio Health, if PTO is used in the last two weeks of employment, El Rio Health can extend the date of separation by a number of days equal to the PTO request. In this circumstance the employee will be considered eligible for rehire.

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:

- for the employee's illness
- for the employee's immediate family members' health appointments
- 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):

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: Paid 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: Paid Time – 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. All time allotted for voting will be logged as "voting time" in HRIS and not taken as PTO.

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: Leaves Without Pay (LWOP):
Employees may request up to five (5) days of Leave Without Pay per calendar year. To be eligible, the employee must use any available PTO balance first before requesting Leave Without Pay and may not reserve current PTO balance hours for future time off. The request must be approved by the employee's leader before the time off may be used. Any Leave Without Pay request beyond the allowable amount will require the approval of the employee's direct leader, Senior Leader, and Chief HR Officer. Leave Without Pay covered under this Article does not carry-over to the next calendar year (hours are non-cumulative). This Article does not apply to Leave Without Pay that is covered under Family Medical Leave and/or Disability Leave.

Section 6: Absence of Accrued PTO Leave Without Pay – Group I:
If time off is approved in advance, but the Paid Time Off hours are no longer available on the date the leave is taken, the employee has the option to have the leave converted to Leave Without Pay.

Section 7: Medical Leave Without Pay:
Employees may request medical leave without pay while awaiting determination of eligibility for FMLA/ADA/short-term disability/long-term disability. El Rio Health's HR Department holds the discretion to grant such leave for personal illness or injury, with a maximum duration of six (6) weeks during the term of this agreement.

However, in cases of work-related injury, the leave period extends to the duration of disability or until resolution of the worker's compensation claim, whichever occurs earlier. The employee must request this consideration in writing to the Human Resources Benefits Team. The employee will be required to use PTO, if available, while awaiting determination of eligibility, and the PTO will count as part of the six weeks. This does not extend FMLA/ADA/short-term disability/long-term disability, and run may concurrently with FMLA/ADA/short-term disability/long-term disability based on the Approved effective date of the FMLA/ADA/short-term disability/long-term disability.

Section 8: Status upon Return from Leave:
Upon conclusion of any of the unpaid leaves specified in this Agreement, the employee is entitled to be reinstated to their original position status and seniority, including both pay rate and job responsibilities for leave lasting six (6) months or less.
In instances where the unpaid leave exceeds six (6) months and the original position is unavailable, the employee will be reassigned to any currently open position for which they meet the qualifications based on the job description, and is classified at an equal (or lower) grade than their previous position.

Article XIV - Promotions, Layoffs, & Other Workforce Changes

Section 1: Definitions:

Reassignment – An employer-initiated change in permanent position from one supervisor, department, or location to another with no change in job title or pay.

Transfer - An employee-initiated change in permanent position from one supervisor, department, or location to another with no change in job title or pay.

Reclassification - A shift in duties that more appropriately belongs in a different job title and/or pay grade.

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.

- Company-wide Seniority is based on the employee's most recent hire date as a Regular employee of El Rio Health and will be used to determine benefit levels, such as Paid Time Off Accruals.
    - In the case of a workforce reduction/layoff, Company-wide Seniority will continue to accrue, even though the employee is not actively working.
- Positional Seniority is based on time worked in a particular job title and will be used by management when scheduling employees.
    - In the case of a workforce reduction/layoff, Positional Seniority will continue to accrue, even though the employee is not actively working.

In all cases, time worked as a per diem employee does not count towards Seniority.

Section 3: Promotion:

When a Group II employee is promoted to a position in a higher pay grade, a market rate analysis will be conducted to determine appropriate compensation, ensuring equity and fairness. The employee shall be placed in the new salary range based on the market rate.

If the market rate analysis results in an increase of less than 5%, the employee will receive the market-based salary adjustment upon promotion and a one-time (issued as a lump-sum) payment following successful completion of probation to make up the difference between the market-based increase and a total of 5%.

Section 4: 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 5: Posting of Vacancies:

When a vacancy for a new or existing position arises within the Group II 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.

Group I recruitment is ongoing and always open to fill current needs, future growth, and backfilling positions. Any clinician wishing to transfer to another clinic should make that known to their medical director. Accommodation will be made by availability, operational needs, and in case of multiple requests to the same clinic site, by seniority.

Section 6: Prioritizing Internal Applicants for Promotion and Transfer:

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, Positional seniority 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. For a promotion, the employee must not be on probation.

If there are no internal candidates that meet the minimum job description requirements, El Rio will interview all candidates, and the hiring decision will be made by the interview panel.

Section 7: Promotion and Transfer Reversal:

If an 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 request a transfer to any 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.

Section 8: Ineligibility for Promotion and Transfer:

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 that may impede their ability to perform the essential functions of the position, preclude them from obtaining a fingerprint card, preclude them from working for a Federally Funded Agency, or that violate company policies.

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 9: El Rio Health Reassignments:

Reassignments will be dependent on business need. Reassignment will be voluntary. If no employee volunteers, El Rio Health reserves the right to reassign the employee who is determined to be the most suitable in the appropriate job title. El Rio will consider seniority and employee preferences, when reassigning 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 10: Reclassification:

An employee who feels that their job duties have substantially changed, and they more appropriately belong in another job title 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 11: Work performed in Job Title with Higher Pay Grade:

Employees who are required to perform work more consistently found in a job title 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 job title'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 job title must be made in advance 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.

Section 12: Resignation:

The following notice of resignation will be provided to El Rio by employees in order to be eligible for rehire. Shorter notice may be arranged with permission of the senior leader:

Group I Employees

1. 90 calendar days

Group II Employees

2. 14 calendar days

Section 13: Job Eliminations and Workforce Reduction:

In the event of job eliminations at El Rio Health due to organizational restructuring, technological advancements, or other reasons necessitating a reduction in workforce, El Rio Health shall provide affected employees with a 60-day advance written notice of the job elimination. This will include the reasons for the elimination and the effective date of termination. El Rio Health will prioritize job security for employees with seniority within the affected job title by giving preference for retention to the employees who have dedicated their service to the organization. El Rio Health will make reasonable efforts to reassign affected employees to available positions within the organization for which they are qualified for. Where feasible, El Rio Health will provide affected employees with severance packages corresponding with their length of service and contributions to the organization.

Section 14: Minimum Notice of Layoff:

In the event of employee layoffs, any employees to be laid off will receive a minimum of thirty (30) working days' notice of such a layoff. During such period, employees may utilize up to ten (10) days of administrative leave with pay to pursue future employment opportunities.

Section 15: Layoffs:

If it becomes necessary to reduce the workforce in any job title in the Bargaining Unit, layoffs shall generally be in the inverse order of El Rio Health wide seniority within the job title. If there is need to reduce any job title 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 job title.

In all cases, temporary or probationary employees within the affected job title 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 job title within the Bargaining Unit in which the probationary period was successfully completed if the employee has more seniority than an employee within the different job title previously held, provided the employee continues to meet the current minimum qualifications as contained in the job description for the different job title (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 job title in the inverse order of layoff before any position

within the affected job title 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).

Section 16: 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 XV - Employee Discipline

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

El Rio Health shall utilize progressive discipline addressing employees performance or conduct. Prior to the issuance of discipline 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 Coaching must be documented in writing.

Progressive discipline does not require that each penalty be more severe than the immediately preceding one, regardless of the offense involved.
Incidents are open to discipline within 6 months of the occurrence. Management must address the incident within 30 days of the date they become aware of the incident. El Rio Health and the Union may extend this deadline by mutual written consent.

Employees will be provided the opportunity to elect or decline union representation when they are presented with discipline notification. If the employee elects union representation, the disciplinary meeting will be scheduled at least three (3) business from the notice unless waived by the employee or the Union. For Group I, this timeline may be extended to accommodate patient care.

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:

- Stop any further questioning until a union representative is available.
- Cancel the interview and proceed accordingly.
- Any agreements between both parties must be adhered to and signed at the conclusion of any disciplinary meeting.

These disciplinary notices are documented only in the manager's employee file and not subject to placement in the Human Resources Employee file.

Every discipline shall be signed and dated by the employee & manager before placement into the employee's personnel file. An employee's signature will not necessarily imply agreement with the formal discipline. All forms of formal discipline will be subject to the grievance process as per contract provisions. If the employee refuses to sign, it will be noted on the discipline document that the employee refused to sign.

Section 1: Progressive Discipline:

Formal disciplinary action may include the following:

- Level 1 - Written Warning
- Level 2 - Suspension
- Level 3 - Discharge for Cause

Progressive discipline shall normally be applied as follows:

1. **Coaching for performance of conduct:** Supervisors will informally coach and instruct employees about necessary improvement in their work performance or conduct and will not be a "disciplinary action" and will not be used as part of the disciplinary process.
    a. If the performance concerns or conduct warrants discipline, the supervisor may apply the appropriate level of discipline without coaching.
    b. **Coaching for attendance**: Supervisors will coach at or after the fourth occurrence.
2. **Level 1 - Written:** A written summary of the infraction/incident, as well as a summary outlining future expectations.
3. **Level 2 - Suspension Without Pay:** A written summary of the infraction or incident, along with a detailed outline of expectations moving forward. The employee will be suspended without pay for two (2) consecutive days. This suspension cannot exclude Mondays, Fridays, or weekend shifts. During this suspension, the employee is prohibited from using Paid Time Off (PTO) to cover the unpaid leave.
4. **Level 3 - Discharge for Cause:** A written termination notice will be provided to the employee informing them that due to continued poor performance, conduct, or attendance, they are terminated.

A copy of the discipline will be given to the Employee, Labor Relations, the Union Steward, and the Supervisor. The supervisor may not use the written warning to substantiate additional discipline if the same factual infraction under Performance/Conduct occurs greater than six (6) months later. For unplanned absence issues the period is six (6) months.

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.

Section 2: Types of Infractions:

The following non-inclusive list of infractions shall be cause for disciplinary action ranging from Level 1 – Written to suspension to termination of employment:

- Excessive unplanned attendance(s) (see Section 3a).

- 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.
- Unauthorized possession or use of firearms or other weapons on El Rio Health property.
- Deliberate or careless damage to El Rio Health property.
- Interference with or refusal to obey any supervisor, security personnel, or other duly constituted authorities.
- Inefficient or careless performance, including failure to maintain any defined standards of quality, productivity, or patient service expectations.
- Disorderly conduct on El Rio Health premises, which disrupts patient workflow, site management or processes.
- Intentionally falsifying an employment application or any other El Rio Health records or documents.
- Failure to observe safety rules and regulations.
- Failure to adhere to El Rio Health's smoke-free environment.
- Theft from fellow employees, patients or from anyone on the El Rio Health premises.
- Leaving the department or job during working hours without proper permission.
- Use of abusive or threatening language.
- 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.
- Altering job or work records, including patient information.
- Failure to return to work upon expiration of an authorized leave or vacation.
- Failure to report to work for three consecutive days without proper notification.
- Misrepresentation of the reason in applying for a leave of absence or other time off from work.
- Harassment of any employee.
- Making racial or ethnic slurs, or engaging in sexual harassment against any employee, visitor, patient, or others on El Rio Health premises.
- 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.
- Failure to cooperate in keeping El Rio Health facilities clean and sanitary.
- Failure to promptly report to supervisor any significant errors or mistakes or accidental damage affecting patient care or impacting El Rio Health.
- Failure to observe standards of dress and personal hygiene appropriate to the job.
- Unauthorized disclosure of confidential information.
- 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.
- Failure to accept referral to counseling and treatment when appropriately referred by supervisor and physician.
- Soliciting of tips or gratuities from patients or from family or friends of patients.
- Engaging in any behavior or activity that jeopardizes patient care or compromises patient dignity.
- Insubordination (definition to be determined by the Chief Human Resources Officer)

Section 3: Definition of Tardiness and Absenteeism:

Attendance concerns are reviewed over a rolling twenty-six (26) week period and are tracked separately in the following categories:

1. Tardies

- Eight (8) or more tardies within a 26-week period will result in disciplinary action.
- A tardy is defined as clocking in five (5) to sixty (60) minutes late for a scheduled shift or returning from a meal break more than five (5) minutes late or clocking out from work before the scheduled shift end time.

2. Missed Punches

- A missed punch is defined as failing to clock in or out as required.
- Missed punches may be excused if the employee promptly reports the issue and receives supervisor approval.
- When a missed punch occurs due to an issue with technology, such as a rejected punch or timeclock failure, or due to job-related circumstances, such as being directed by a manager to begin a task before properly clocking in, or other similar situations beyond the employee's control, it will not count as a missed punch toward the ratio defined below.
- A recurrence of missed punches at a ratio of 15/26 or greater within six (6) months of the last disciplinary warning will result in the disciplinary process resuming from the previous step, per the Labor Management Agreement.

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.

3. Unplanned Absences:

- Six (6) or more unplanned absences within a 26-week period will result in disciplinary action.
- Unplanned absence(s) are defined as absences of greater than sixty (60) minutes for which seventy-two (72) hours advance notification was not given. Time will be documented in the HR System.
- A single occurrence is defined as up to five (5) consecutive days of unplanned attendance or unprotected leave.
- Unplanned absences of three (3) consecutive days due to illness or a medical procedure will require a return-to-work release from a healthcare provider.

- Pandemic or endemic-related illnesses will be evaluated separately if CDC guidelines recommend longer isolation, and proper documentation is provided.
- Part-time employees shall be subject to the above Definition of Tardiness and Absenteeism.
- The following thresholds pertain to progressive discipline for Tardiness and Absenteeism for Part-time employees:

Scheduled Days per Week	Tardies (Meet or exceed)	Absences (Meet or exceed)
1	2	2
2	4	3
3	5	4
4	7	5
5 +	8	6

4. Disciplinary Action:

- Tardiness, Missed Punches, and Unplanned Absences are considered separate categories as it pertains to progressive discipline. If any of the above thresholds are met or exceeded, the employee will be subject to progressive discipline as outlined in the Labor Management Agreement, up to and including termination.
- If issues reoccur within a rolling 26-week period of the last disciplinary step, the process will resume from the previous level rather than restarting.

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.

Abandonment:

When an employee fails to provide notification of their intent to be absent on three (3) or more consecutive days, the absence may be considered job abandonment, and the employee may be subject to termination.

Article XVI- Grievance and Arbitration

A grievance 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. If the person to whom a grievance is directed does not recognize the issue being grieved to be a matter of grievance, the grievance will still pass through the process outlined in this article.

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 electronically. After reviewing with the party addressed in the grievance, the appropriate party will provide a written response to the elected Union Office in the allotted period. Grievances must be initiated by the Union within ten (10) working days from the conclusion of informal resolution.

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, a second level may be submitted to the El Rio Health Chief Human Resources Officer (CHRO), within five (5) business days of El Rio's response. The CHRO shall review with the Senior Leader of that department and a formal meeting will be scheduled and held within ten (10) business days of the submission of the level 2. The meeting will include up to three (3) union representatives and three (3) El Rio representatives, to be determined based on the nature of the grievance. The resolution, if one is reached, will be documented in writing and signed by both parties.

Section 5: Level 3:

If the Union is not satisfied with the response at the second Level, the CHRO will work with the Personnel and Grievance Committee Coordinator, (Executive Administrative Assistant to the Chief Human Resources 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 is responsible for determining whether there has been a breach of the Labor Management Agreement and/or the policies and procedures of El Rio Health. The Committee will carry out the hearing and review and suggest a resolution of any grievances in accordance with the grievance procedures set forth in this Article. The meeting guidelines for the personnel and grievance committee will be reviewed by El Rio Health and the Union before the Personnel and Grievance Committee meets. The Board assigned committee members, and their attorney has authority for final approval.

The Personnel and Grievance Committee of The Board of Directors of El Rio Health will have meetings scheduled when there is a grievance filed that needs to be addressed by the Committee. If the Grievance Committee rules in favor of the employee(s), the Committee will work with Union representation and the Chief Human Resources Officer to expeditiously resolve the matter.

Neither the Union nor El Rio Health, nor their representatives, may disclose the existence, content, or results of any grievance procedure here under 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.

A grievance may be filed to enforce an employee's rights under this article; however, such a grievance shall be void if the employees file a complaint or suit to enforce the same rights through state or federal agencies or courts.

Section 6: Arbitration:

If either party is not satisfied with the ruling by the Personnel and Grievance Committee, 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) business 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 a 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) business 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. The Arbitrator's decision is to be received no later than sixty (60) days from the final date of the hearing.

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 XVII - 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 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) or 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. 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 XVIII - Drug Free Program

Section 1: Drug and Alcohol Policy:

El Rio Health recognizes that drug and alcohol addiction are common medical conditions, and that patient and worker safety are paramount in our workplace. For these reasons, El Rio Health will support employees needing treatment.

As part of El Rio Health's commitment to a substance use-free workplace, employees are prohibited from working while under the influence of alcohol, substances that have not been prescribed to them and that could impair their judgment or behavior, or medications that have been prescribed to them and that are being used/misused, such that their judgment or behavior is impaired. Possession of any of the aforementioned substances is also prohibited in the workplace (with the exception of medications prescribed to that employee).

In pursuit of a substance use-free workplace, El Rio Health may test employees and applicants for employment. El Rio Health shall request that employees submit to drug and alcohol testing only when:

- A new employee undergoes pre-employment 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 by the use of alcohol or substance that have not been prescribed to them, or by the use/misuse of medication that has been prescribed to them.
- Substance use monitoring is required as a condition of employment after returning from rehabilitation or substance use assessment after previously testing positive under this agreement.
- Reasonable suspicion may be based on a 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/misusing, or is under the influence of alcohol or substances affecting performance of their work duties; an unusual pattern of behavior; or a suspicious work accident.

Article XIX - General Provisions

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

Section 2: Copies of Evaluations:
Once the evaluation is finalized, a copy of that evaluation will be provided to each employee.

Section 3: 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 4: 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 5: Paydays:
Employees will be paid on a biweekly basis.

Section 6: Use of Volunteers:
El Rio Health agrees not to utilize volunteer services in a manner that would serve to supplant the current workforce.

Section 7: 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 8: Required Notice for Reorganization:
El Rio Health must notify the Union in the event of intent to reorganize in a manner that affects eight (8) or more employees. The Union shall have thirty (30) calendar days in which to review the

planned reorganization and propose alternatives or changes. El Rio Health and the Union will then attempt to develop a mutually acceptable procedure for dealing with bargaining unit members affected. If there is no mutual agreement on the procedure within thirty (30) calendar days of the initial notice to the Union, El Rio may proceed accordingly.

Section 9: Committees:

Members of the Bargaining Unit can participate in committees of El Rio Health. For a full list of Committees and the number of Management and Bargaining Unit participants, please refer to Appendix E. Any changes to the appendix must be approved by both the Union and Management. The Bargaining Unit may not be eligible to participate in Committees that are reserved for Management and/or Confidential employees only. Members of the Bargaining Unit may participate in all other Committees. Committees shall meet Monday-Friday, unless mutually agreed to by the members of the Committee. El Rio shall furnish the Union with a list of active committees every January.

Non-Exempt/Hourly employees will be paid their hourly rate for time spent at Committee Meetings/Events when the meetings/events occur during their regularly scheduled work hours. However, if committee participation is mandated by Management, all time spent at Committee meetings/events will be paid at the employee's hourly rate, regardless of the employee's regular schedule. Paid Committee Meeting/Event participation will count as hours worked towards the calculation over overtime.

Exempt/salaried employees will not receive additional compensation for time spent at Committee Meetings that take place outside of their regular work hours.

Section 10: Labor Management Committee:

The Labor Management Committee shall consist of thirteen (13) members. Membership will be composed of six (6) members designated by the Union, and six (6) members designated by El Rio Health. The President of the Board of Directors shall appoint a member from the Board of Directors to Chair 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.

Article XX - 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 XXI - 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 El Rio Health and the Union.

In the event that El Rio Health introduces an expansion of services that would impact working conditions (e.g. the days and/or hours of operation, El Rio Health and the Union 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 in writing and signed by El Rio Health and the Union.

Article XXII - No Strike or Lockout

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.

In the event that this agreement expires, strike and lockout rules apply per the National Labor Relations Act.

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 XXIII- Successorship

In the event that ownership covered by this Agreement changes, it shall be a condition of any such change or transfer that the Agreement continues as the binding contract of the successor employer, in accordance with 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, 2028.

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:

- 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.
- Notification of intent to renegotiate any of the terms or conditions of this Agreement~~,~~ by either party, shall be made in writing no later than sixty (60) calendar days prior to the expiration of this Agreement.

Section 2: Amendments:
By mutual written consent of El Rio Health and the Union, this Agreement may be opened for amendment in the form of an MOU (Memorandum of Understanding). 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.

Appendix A – List of Position Titles for Group I

Position Title	GRADE
Advanced Practice Pharmacist	35
Advanced Practice Provider – APRN	205
Advanced Practice Provider - APRN - Overflow	205
Advanced Practice Provider – APRN Certified Nurse Midwife	34
Advanced Practice Provider - Physician Assistant – Overflow	205
Advanced Practice Provider-Pediatric Nurse Practitioner (APP-NP)	205
Advanced Practice Provider- Family Nurse Practitioner (APP-FNP)	205
Advanced Practice Provider-Adult Nurse Practitioner (APP-ANP)	205
Advanced Practice Provider-Adult Psychiatric Mental Health Nurse Practitioner	35
Advanced Practice Provider-Nurse Practitioner-Medical MAT Senior Clinician	206
Advanced Practice Provider-Psychiatric Nurse Practitioner-Outpatient/Inpatient	35
Behavioral Health Professional	30
Behavioral Health Professional (BHP)- Buena Vida Integrated Pain Clinic	30
Behavioral Health Professional (Primary Care Triage)	30
Buena Vida Integrated Pain Program Senior Clinician – NP	206
Buena Vida Integrated Pain Program Senior Clinician - Physician	213
Chiropractor	35
Dentist	209
Dentist – Orthodontist	41
Dentist-Pediatrics	211
Endodontist	41
Hospitalist	213
Oral Surgeon	41
Orofacial Medicine and Pain Specialist	40
Periodontist	40
Pharmacist	34
Pharmacist Business Analyst	35
Physical Therapist	32
Physician - Dermatology	43
Physician - Endocrinologist	41
Physician - Family Practitioner	212
Physician - Internist	213
Physician - Medical MAT Senior Clinician	212
Physician - OB/GYN	42
Physician - Other Specialty	212
Physician - Pediatric Gastroenterologist	42
Physician - Pediatrician	210
Physician - Psychiatrist	41

Physician - Psychiatrist - Outpatient/Inpatient	41
Physician Assistant (APP-PA)	205
Psychiatric Nurse Practitioner	35
Registered Dental Hygienist	201
Registered Dietitian	29
Senior Clinician - Special Populations - NP	206
Senior Clinician - Special Populations - Physician	212
Senior Clinician-Child & Adolescent Weight Management-NP	206
Senior Clinician-Child & Adolescent Weight Management-Physician	212
Senior Hospitalist	213
Senior Physical Therapist (PT)	33
WIC Registered Dietitian Nutritionist (RDN)	29
Women's Health Nurse Practitioner	205

Appendix B – List of Position Titles for Group II

Position Title	GRADE
Administrative Assistant - Compliance	23
Administrative Specialist - Dental	24
Administrative Specialist - Foundation	24
Administrative Specialist-Laboratory	24
Administrative Specialist-Pharmacy	24
Associate Network Engineer	29
Associate Network Engineer	29
Asthma Program Coordinator	31
Behavioral Health Collaborative Care Manager	30
Business Systems Assistant	23
Care Coordination – Medical Assistant	24
Care Coordination Case Manager	29
Care Coordinator - Triage Trainer (RN)	31
Case Manager (Behavioral Health/Medical)	28
Certified Nursing Assistant	22
Certified Professional Coder	26
Clinical Quality Improvement Technician	25
Clinical Research Assistant (Grant Funded)	25
Clinical Support Educator	28
Community Health Advisor	26
Concierge	22
Contact Center Workforce Analyst	29
Dental Assistant	24
Dental Health Home Coordinator	25
Dental Office Specialist	22
Dental Operations Educator	28
Dental Services Authorization Specialist	23
Dental Services Surgical Scheduler and Authorization Coordinator	24
Desktop Analyst I	26
Desktop Analyst II	27
Desktop Analyst III	28
Discharge Care Registered Nurse	30
Driver/Courier	22
Driver/Courier Dispatcher	23
Electronic Data Interchange (EDI) Coordinator	29
Eligibility Assistant	22
Eligibility Consultant	26
Eligibility Specialist	24
Epic Principal Trainer	29

Appendix B – List of Position Titles for Group II

Exercise Physiologist	27
Facilities and Environmental Services Coordinator	26
Facilities Building Maintenance Technician II	26
Facilities Building Maintenance Technician III	27
Facilities HVAC Service Technician	27
Facilities Mechanical Engineer	28
Family Medicine Program Coordinator	27
Fiscal Services Assistant	23
Fitness Instructor	23
Fitness Instructor Trainee	22
Health Coach I (LPN)	28
Health Information Management (HIM) Receptionist	22
Health Information Management Clerk	23
Health Information Management Coordinator	26
Health Information Management Technician	24
Inventory Coordinator	26
IT - Information Security Analyst I	31
IT - Information Security Associate	30
IT Associate Business Systems Analyst	29
IT Business Intelligence (BI) Analyst	31
IT Business Intelligence (BI) Analyst Associate	29
IT Business Systems Analyst I	30
IT Business Systems Analyst III	32
IT EPIC Analyst - Ambulatory	31
IT EPIC Analyst - Beaker	31
IT EPIC Analyst - Bridges Interface	32
IT EPIC Analyst - Cadence	30
IT EPIC Analyst - Cogito	32
IT EPIC Analyst - Healthy Planet	31
IT EPIC Analyst - Patient Access	31
IT EPIC Analyst - Professional Billing	31
IT EPIC Analyst - Security and Providers	31
IT EPIC Analyst - Willow Ambulatory	31
IT EPIC Analyst Senior	32
IT Information Security Analyst II	32
IT OnBase HIM Analyst	32
IT Project Manager	30
Licensed Practical Nurse	28
Medical Assistant	24
Medical Assistant/Program Assistant	24

Medical Laboratory Scientist	29
Medical Office Receptionist	22
Medication Prior Authorization Specialist	25
Microbiologist Specialist	29
Midwifery Care Coordinator	23
Network Engineer I	31
Network Engineer II	32
Network Engineer III	33
Operations Educator	28
Patient Communications Quality Auditor (PCQA)	25
Patient Communications Representative	22
Patient Communications Representative II (PCRII)	23
Patient Communications Representative III (PCRIII)	24
Patient Communications Trainer I	26
Patient Communications Workforce Management Real-Time Analyst (RTA)	26
Peer Recovery Support Specialist	23
Pharmacy Clerk	22
Pharmacy Coordinator	25
Pharmacy Specialist	25
Pharmacy Technician	24
Pharmacy Technician Trainee	22
Pharmacy Technician/Courier(Grant Funded)	24
Phlebotomist	24
Point of Care Coordinator (POCC)	30
Population Health Technician	27
Procurement Buyer	27
Program Assistant (Care Coordination)	24
Program Assistant (Special Populations)	25
Program Assistant (Wright Center Residency Program)	24
Program Assistant -Teaching Health Center Consortium	24
Program Coordinator (Children and Family)	28
Program Coordinator (Health and Wellness)	28
Program Coordinator –Pulmonology Program (RN)	31
Program Specialist (Dental)	25
Program Specialist (Grants)	25
Provider Support Specialist	27
Quality and Innovation Coordinator	26
Quality and Innovation Licensed Practical Nurse (LPN)	28
Quality Assurance Coordinator	27
Quality Improvement Medical Assistant (QI-MA)	25
Radiology Imaging Support Specialist	23
Radiology Quality Assistant	24

Radiology Technologist	28
Referral Clerk	23
Registered Mammography Technologist	30
Registered Nurse	30
Registered Nurse Care Coordinator	30
Registered Nurse -Midwifery RN	30
Registered Nurse Telephone Care	30
Registered Ultrasound Technologist	31
Research and Grants Coordinator	28
Revenue Cycle Specialist	24
Revenue Cycle Systems Analyst	30
Security Officer	22
Security Officer (Pass and IDs)	23
Senior Administrative Assistant	26
Senior Administrative Assistant (Health and Wellness)	26
Senior Certified Professional Coder	27
Senior Phlebotomist	25
Senior Procurement Buyer	28
Senior Program Specialist – Quality and Innovation	27
Senior Referral Clerk	25
Senior Revenue Cycle Specialist	25
Senior Supply Chain Coordinator	27
Service Desk Analyst I	25
Service Desk Analyst II	26
Sterile Processing Assistant (Compliance and Innovation)	23
Supply Chain Assistant	23
Supply Chain Warehouse Coordinator	26
Surgery Scheduler (OB/GYN)	24
Systems Architect	34
Systems Engineer I	31
Systems Engineer II	32
Systems Engineer III	33
Training Specialist (Birth and Women's Health Center)	25
WIC Clerk	22
WIC Medium Risk Nutritionist	26
WIC Nutrition Education Specialist	23

Appendix C – Position Pay Range Listings

Group I

PAY GRADE	HOURLY RATES			ANNUAL RATES		
	MINIMUM	MIDPOINT	MAXIMUM	MINIMUM	MIDPOINT	MAXIMUM
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
201	$38.52	$47.63	$56.74	$80,112	$99,063	$118,014
202	$42.18	$52.38	$62.58	$87,725	$108,950	$130,176
203	$46.28	$57.70	$69.13	$96,252	$120,024	$143,797
204	$50.87	$63.67	$76.47	$105,802	$132,427	$159,052
205	$62.02	$77.29	$92.56	$128,998	$160,763	$192,528
206	$67.67	$84.77	$101.87	$140,745	$176,321	$211,898
207	$73.99	$93.15	$112.30	$153,901	$193,746	$233,592
208	$81.07	$102.53	$123.99	$168,636	$213,263	$257,890
209	$81.26	$105.29	$129.32	$169,027	$219,010	$268,992
210	$102.17	$129.08	$156.00	$212,511	$268,491	$324,471
211	$104.91	$135.05	$165.20	$218,212	$280,910	$343,608
212	$112.12	$142.26	$172.41	$233,212	$295,910	$358,608
213	$123.27	$157.03	$190.79	$256,397	$326,619	$396,841
214	$135.75	$173.56	$211.38	$282,365	$361,013	$439,662
215	$149.74	$192.08	$234.43	$311,449	$399,535	$487,621

Group II

PAY GRADE	HOURLY RATES			ANNUAL RATES		
	MINIMUM	MIDPOINT	MAXIMUM	MINIMUM	MIDPOINT	MAXIMUM
21	$15.25	$17.53	$19.80	$31,720	$36,452	$41,184
22	$15.75	$18.77	$21.78	$32,760	$39,031	$45,302
23	$16.50	$20.23	$23.96	$34,320	$42,078	$49,837
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 all Bargaining Unit job titles 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 an 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, job title, compensation, and policy analysis with subsequent recommendations to El Rio Senior Leadership.

Appendix E: El Rio Health Committee List:

1. **Advocacy Committee:** Meets virtually every other month, 2nd Wednesday from Noon-12:30pm. We review and discuss pending legislation, hear from elected officials, and other speakers on areas of importance to those we serve and our organization. This committee is open to any employee. To be added to meeting notifications, please contact El Rio Foundation Management. email RitaC@elrio.org or BrendaG@elrio.org or call 309-2419.

   Members: 25 Administration, 16 Bargaining Unit positions

2. **Compensation Committee:** Employees who have been denied a salary increase due to their Annual Performance Review shall have the right to appeal and be reviewed by the 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 Chief Human Resources Officer (non-bargaining employees may file directly to the CHRO). Contact George Toy at GeorgeT@elrio.org.

   Members: 2 Administration, 2 Bargaining Unit positions Union members

3. **Environment of Care Committee (EOC):** Meets monthly, usually the second Tuesday of the month from 1:30pm to 2:30pm and currently has 14 members from different departments. The committee reviews policies and procedures as well as any maintenance and safety issues. We also review and approve the companywide Safety Plans. As well as conducting EOC Tours and TJC Tracers to ensure compliance with The Joint Commission Standards. To be added to this committee, please contact Facilities Management. Linda Amparano at LindaA@elrio.org.

   Members: 16 Administration, 1 2 Bargaining Unit position Union members

4. **Employee Events Committee:** Meets virtually on a quarterly basis, usually the last Thursday of the month from Noon -1pm. The purpose of this committee is to discuss any employee events or incentives that the committee would like to implement for the current year. Employee events help employees feel engaged because they are valued! The Employee Events committee is open to any employee with the manager's approval. For more information, please contact Human Resources Management. Julissa Preciado at JulissaP@elrio.org.

   Members: 2 Administration, 2 Bargaining Unit positions

5. **Employee Recognition Programs:** Meets virtually on a quarterly basis, usually the last Wednesday of the month from Noon -1pm. The purpose of the committee is to create, implement and maintain an organizational-wide reward and recognition program for all levels of employees. This recognition program provides an opportunity to reward and

recognize employees for their teamwork, positive attitude, going above and beyond, professionalism and their customer service to internal and external customers. The Employee Recognition Programs are open to all employees with manager approval. If you have any questions, please contact Human Resources Management. Julissa Preciado at JulissaP@elrio.org.

Members: 5 Administration, 2 Bargaining Unit positions

6. **Justice, Equity, Diversity, and Inclusion Committee (JEDI):** There are meetings once per month on the third Tuesday of each month from 10am-11am with several workgroups going on. The fourth month we all meet in one group for updates. The Jedi Steering committee that will oversee the subgroups meets on an ad hoc basis. In this committee we are committed to the values of equity, diversity, and inclusion for the people we serve and for our workforce. The objectives include assessment of regulatory requirements, review of policies and processes, promoting annual training and partnering with community groups. If anyone would like to participate on this committee, please contact Quality and Innovation Management. e-mail Lori Ritter at Lorilr@elrio.org.

   Members: 35 Administration, 12 Bargaining Unit positions

7. **Joint Commission Committee:** Meets virtually every month, 2nd Wednesday from 10:30am- 11:30am. In this committee we review and discuss all Joint Commission Standards for Ambulatory Care, Laboratory Care and Patient Centered Medical Home annually, updates on surveys and internal tracers. If anyone would like to participate on this committee, please contact Quality and Innovation Management. e-mail Lori Ritter at Lorilr@elrio.org.

   Members: 30 Administration, 1 Bargaining Unit positions

8. **Laboratory Committee:** Meets virtually on a quarterly basis with meetings scheduled ad hoc and as needed. The focus of this committee is on lab tests and point of care testing (POCT) that is performed at El Rio for our patients and is open to anyone who would like to participate. For those interested, please contact Laboratory Management. Aleksandra Maric, MD at Aleksandram@elrio.org.

   Members: 4 Administration, 4 Bargaining Unit positions

9. **Patient Care Review Committee (PCRC):** Meets virtually the second Friday of the month from 2:30pm-4:00pm. This committee is responsible for reviewing referrals made to the committee for disposition (settlement) of requests made by provider staff or other staff of patient or patient's families who exhibit disruptive/threatening behavior, violate medication agreements, or have medical conditions or other issues related to their care that put them and El Rio at serious risk if they are non-adherent with recommended treatment. This committee is open to anyone who would like to apply for membership

who has 3-5 years of experience with clinical/ethical decision-making. Please contact Corporate Compliance Management. Ramona Durrer at RamonaD@elrio.org if you wish to learn more about this committee.

Members: 17 Administration, 2 Bargaining Unit positions Union Members

10. **Patient Safety and Therapeutics (PS&T) Committee:** Meets virtually the first Thursday of every month from Noon - 1 pm. The purpose of this committee is to review topics related to medication safety and the utilization of medications at El Rio, as well as to define the formulary for our outpatient pharmacies and medications given in the health center. The committee is open to anyone who would like to attend or participate. To be added to this group please contact Pharmacy Management. email Kassandra Espinoza at PS&Tcommittee@elrio.org.

    Members: 21 Administration, 49 Bargaining Unit positions, 2 Union Members

11. **Policies & Procedures Committee:** Meets virtually the first Tuesday of every month from 1pm-2pm. The purpose of this committee is to discuss and approve submitted New, Renewed, and Retiring Policies & Procedures, prior to advancing them to the Clinical Advisory Council. This committee reviews all Policies and Procedures for the whole organization and is a great way for members to learn and understand various procedures throughout the organization. To be considered for this committee, contact Quality and Innovation Management. email Cheryl Cook in Quality at CherylC@elrio.org or 309-2449.

    Members: 19 Administration, 1 2 Bargaining Unit positions Union Members

12. **Retirement Committee:** Meets to discuss fiduciary responsibilities and investment opportunities for retirement plans.

    Members: 5 Administration, 2 Union Members, 3 Board Members

13. **Personnel and Grievance Committee:** 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.

    Members: 3 Administration, 3 Board, 3 Union Members

14. **Clinical Advisory Committee:** The Clinical Advisory Council (CAC) is an interdisciplinary committee made up of representatives of all clinical disciplines at El Rio Health for the express purpose of driving clinical excellence, performance improvement and patient safety. The CAC shall meet monthly and be chaired by the Chief Clinical Officer. The CAC shall (in the form of consent agenda items) review all pertinent clinical committee reports as needed. The CAC will also conduct a scheduled review of all committee work according

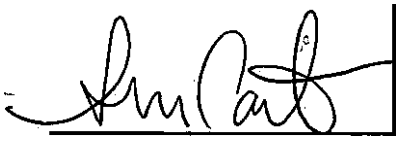
to a set schedule to guide and oversee all clinical and quality improvement efforts. The CAC shall also discuss issues of special need or importance as determined by the CCO. The CAC shall be an advisory council to the CCO. The CCO will then be directly responsible for cascading pertinent information from the CAC to the Board of Directors.

Members: 7 Administration, 2 Union Members

15. **Clinician Wellness Committee:** Core Purpose/Mission: Advance organizational culture and systems to cultivate a workplace in which El Rio clinicians can thrive both professionally and personally.

    Members: 30 Administration, 2 union members, at least 2 bargaining unit representatives from each clinician job title

Signature Page

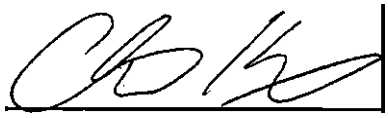


Amanda Carter, Chairperson

AFSCME International Union Representative

Local# 449 – El Rio Division

{or authorized designee)



Clinton Kuntz, Chief Executive Officer

El Rio Health

(or authorized designee)