

# **AGREEMENT**

**between**

**UFCW Union Local 324**

**and**

**Planned Parenthood of Orange and San Bernardino  
Counties  
(PPOSBC)**

**April 1, 2025 – March 30, 2028**

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## **PREAMBLE**

This Agreement is made and entered into by and between UFCW Local 324, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the “Union” and Planned Parenthood of Orange and San Bernardino Counties (PPOSBC), hereinafter referred to as the “Employer” or PPOSBC. The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment.

### **ARTICLE 1 - BARGAINING UNIT**

**1.1** The Employer recognizes the Union as the exclusive bargaining representative for all full- time and regular part-time Administrative Medical Assistants (AMAs) including lead Administrative Medical Assistants (Leads) and floating Administrative Assistants (Floats) employed by Employer at its facilities located in Orange County, California, collectively referred to hereinafter as “Employees”.

**1.2** The Employer will notify the Union of any intended modification to the classifications of the Employees as soon as reasonably practicable. If such modifications are implemented by the Employer, any resulting new job classification(s) that substantially align with the core responsibilities of the existing Employees shall be reviewed jointly with the Union to determine their applicability under the terms of this Agreement. Final implementation of such classifications and their inclusion in the Agreement shall be subject to mutual agreement between the Employer and the Union.

### **ARTICLE 2 - NON-DISCRIMINATION**

**2.1** The Employer and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable laws, against any Employee by reason of race, color, religion, creed, sex, national origin, age, marital status, sexual orientation gender identity or expression, or sensory, mental or physical disability, subject to occupational requirements and ability to perform within those requirements, or membership or rejection of membership in the Union. The matters set forth herein shall be interpreted consistent with the requirements of the Employer under applicable law.

**2.2** The Employer shall provide Employees adequate access to all-gender restrooms. The Employer respects the rights of all Employees to make their pronouns known and to have their pronouns honored. The Employer will honor the chosen name any Employee would like to use on their ID Badge and email and any other identification that is not legal documentation that can be viewed by the general public. The employer will not unreasonably deny updates to ID badges / Emails when requested with a chosen name.

**2.3** The Employer and the Union commit to the following anti-racism statement:

The Employer and Union recognize that systemic and individualized racism born out of white supremacy deeply impact the health and wellbeing of our communities, compounding existing disparities and creating intersectional barriers. The Employer and Union are committed to the goal of freedom from racial discrimination, harassment and vilification in the workplace.

In order for us to achieve body autonomy and sexual and reproductive health freedom, the Employer and the Union must work to address racism as a public health crisis by orienting their mission towards a reproductive health justice framework. The parties strive to name and address all forms of racism through community engagement and racial equity impact analysis to inform effective policy and organizational strategy. The parties support initiatives that address all forms of oppression; however, they believe maintaining an explicit focus on racism is essential to ensuring equity. **As we improve outcomes for Black, Indigenous and People of Color (BIPOC), we improve outcomes for all.**

## **ARTICLE 3 - UNION MEMBERSHIP**

**3.1 Union Membership** - All Employees working under this Agreement who are now members or become members of the Union in good standing shall remain members “in good standing. “In good standing” with the Union for the purposes of this Agreement, is defined as the tendering of union dues on a timely basis. It shall also be a condition of employment that all Employees working under this Agreement shall, on the thirtieth (30<sup>th</sup>) calendar day following the beginning of such employment, become and remain members in good standing in the Union. The Employer shall inform Employees of the foregoing requirement at the time they are employed. Employees who fail to comply with this requirement must be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union.

**3.1.1** Any Employee who has a verifiable religious belief that forbids membership in a labor organization shall have the right to pay an amount equivalent to Union initiation fees and monthly dues to a 501(c)(3) qualified non-profit organization of the Employee’s choice. These religious objections and decisions as to which non-profit will be used must be documented and declared in writing to the Union. Any Employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate non-profit on a monthly basis. Charitable organizations will not include the Employer or Planned Parenthood Federation of America or any of its affiliates.

**3.1.2** A union member in good standing shall be defined as tendering all appropriate fees and dues uniformly required for membership on a timely basis. Failure to comply with this condition after the passing of thirty (30) calendar days shall, at the written request of the Union, result in the immediate discharge of the Employee.

**3.1.3** The Employer shall notify the Union of all new hires within a week of the Employee’s starting date. The Employer shall also provide notice of any Employee termination within one (1) week of the event.

**3.1.4** The Union agrees to indemnify, defend and hold harmless the Employer and its directors, officers and agents against any suit, claim, or other kind of liability the Employer may face because of compliance with this Article and information given to the Union in connection with this Agreement.

**3.2 Dues Deduction** - During the term of this Agreement, the Employer shall deduct Union dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check or electronic payment. Included with the payment the Employer shall provide the Union a separate list of all Employees using payroll deduction. The list shall be transmitted electronically and shall include Employee's name, phone number (if available), email (if available), and dollar amount deducted by pay period. Upon issuance and transmission of payment to the Union, the Employer's responsibility shall cease with respect to such deduction.

**3.3 Voluntary Active Ballot Club (ABC) Political Deductions** - The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a UFCW Active Ballot Club (ABC) contribution authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the Employee. The amount deducted and a roster of all Employees using payroll deduction for voluntary ABC contributions will be promptly transmitted to the Union. Upon issuance and transmission of payment to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each Employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such Employee.

## **ARTICLE 4 - EMPLOYMENT PRACTICES AND DISCIPLINE**

**4.1 Job Posting and Transfers** - Job openings for Employees shall be posted electronically for at least seven (7) days and an email sent to all Employees' work email addresses notifying them of the job opening. Employees are not eligible to apply for a so-posted opening if they are still in a new hire probation period. Requests for transfer to these so-posted positions received within the seven (7) day posting period shall be granted on the basis of seniority, provided the Employees meet the job description and satisfy other qualifications and requirements for the positions, including but not limited to factors such as particular bilingual preference and needed schedule. The employer may delay the transfer until they are able to fill the transferring Employee's original position, for no more than four (4) weeks. Transfer requests received after the seven (7) day posting will be given preferential consideration over outside applicants only if the above considerations are satisfied and such transfer requests were submitted prior to the position being offered to the external applicant(s).

**Lead Selection** - In addition to seniority as applied above, the selection of a Lead may be based on additional factors such as performance evaluations, pertinent training, education, and previous job experience and interpersonal and communication skills. If the other factors are relatively equal, seniority shall prevail.

**4.1.1 Transfer to New Position – Pre-scheduled Vacation or Time Off** – If an Employee is transferred to a new position but has previously approved vacation and /or time, then the hiring manager or scheduling manager and the Employee must mutually agree to any change and /or cancellation of the previously approved vacation

or time off. An Employee request to use previously approved vacation or time off after the transfer takes place shall not be unreasonably denied. If the hiring manager or scheduling manager cannot accommodate the Employee's request with regard to previously approved vacation or time off, the decision to accept or reject the transfer to the new position rests with the Employee.

**4.2 Personnel Files** – An Employee, by appointment, may review their personnel file, excluding any materials of a confidential nature from former employers or other third parties, consistent with State law. No materials shall be removed from the file and an Employer representative shall be present.

**4.3 Discipline and Discharge for Just Cause** – Discipline and discharge shall be for just cause. Employees who have been discharged by the Employer shall be given a written statement of the cause of discharge at the time of discharge, consistent with the existing Separation Form.

**4.4 Progressive Discipline** – It is the intent of the Employer to utilize progressive discipline in normal circumstances. The parties recognize that certain serious offense may require skipping steps in the disciplinary process. The discipline imposed will be appropriate to the offense. Where deemed appropriate, the Employer may elect to use informal corrective action such as coaching, documentation of a matter of record, undocumented verbal counseling, warning, or training or documented counseling, warning, or training prior to the issuing of formal discipline. Formal discipline imposed may include written warnings, final warnings, the imposition of a performance improvement plan, suspension, and/or discharge.

**4.4.1 Timely Notification** – The Employer shall impose discipline in a timely manner once it becomes aware of an Employee's violation of the Employer's policies or other basis for discipline. Such discipline will not intentionally or unduly embarrass the Employee before other persons and all reasonable and available efforts should be taken to conduct this discipline in a private setting.

**4.4.2 Performance Improvement Plans** – When an Employee is repeatedly unsatisfactory, fails to meet the Employer's expectations, or otherwise requires sustained improvement in a general or specific area of job performance and/or conduct, the Employer may place the Employee on a formal Performance Improvement Plan (PIP), consistent with the principle of progressive discipline. The expectations set forth in the PIP shall be specific, relevant, and attainable and based on the Employee's job duties and responsibilities. The duration of the PIP must be stated and clearly communicated to the Employee.

**4.5 Right to Representation** - Employees shall have the right to have a Union representative to be present at any meeting with the Employer when such meetings are accusatory, or disciplinary in nature. The Union representative shall have access to the location where such a meeting is scheduled for the purposes of a disciplinary meeting that requires physical presence and only for the minimum time so necessary; otherwise, Union representatives shall participate via remote/electronic means. This is not intended to limit or discourage general collegial or friendly interactions in passing between the union representative and PPOSBC staff or any other access as required by other Articles of this Agreement.

**4.6 Written Record of Discipline** - Employees will receive copies of all Discipline / Corrective Action placed in their personnel file. The Employer shall simultaneously send a copy to the Union. Discipline / Corrective Action related to behavioral, job performance, or other issues for which there has been no recurrence for one (1) year shall not be used as a basis for progressive discipline in any future discipline matters. Said one (1) year period shall commence on the date behavioral, job performance, or other issues occurred.

**4.7 Suspension** - The Employer may place Employees off work on an administrative leave without pay for a reasonable period of time, not to exceed twenty (20) workdays in normal circumstances, to investigate charges of serious misconduct such as, but not limited to, violations of state or federal law, failure to immediately report suspension, loss, rescission, or revocation of any required license or certification or investigation, arrest, felony citation, sanction, exclusion, or debarment from any state or federal healthcare payment program, fighting, violence, or threats of violence of any kind, reporting to work under the influence of drugs or alcohol, or gross negligence. In the event there is found to be insufficient cause, then the Employee will be made whole as to all lost wages, benefits, and seniority.

**4.7.1 Suspension Notice** - When an Employee is placed on suspension or administrative leave for the purpose of conducting an investigation into allegations of misconduct or policy violations, the supervisor will provide an explanation to the Employee for the reason the suspension is being given before the suspension begins or at the time the Employee is interviewed as part of the investigation.

**4.8 Off Site Parking** - If an Employee is required to park off site, such Employees shall receive a five-minute grace period from attendance and timeliness policies. This does not affect compensation and does not guarantee the Employee any pay until such time as Employee is clocked in and ready to work.

## **ARTICLE 5 - UNION REPRESENTATIVES**

**5.1 Access to Working Employees** - Duly authorized representatives of the Union shall be permitted to enter upon the Employer's facilities only for the limited purposes of investigating health and safety concerns in the workplace, meeting with Employees when specifically requested for a purpose that objectively requires in-person attendance by the union Representative in a confidential/private space, or for the purposes of disciplinary meetings or investigations as outlined above. Any such entrance to the Employer's facilities that are not available to the general public (e.g. the waiting room, the parking lot) shall only occur when the union representative work cannot happen via remote video methods, shall be only for the limited time necessary for the required in-person work, and shall not interfere with facility operations, patient care, or other Employer needs in any way. The Union will provide the names of the authorized union representatives upon ratification and any changes thereafter and shall allow Employer to investigate and confirm the representative's background and safety/security clearance. The Union representative must notify the appropriate Employer representative at least twenty-four hours in advance to access areas of the facility that are not available to the general public unless there is an objectively urgent need for the representative's presence. When Employees will need time to meet with the Union, there shall be no unreasonable interference with the work of the Employees or the security or operations of the facilities shall result.

**5.2 Stewards** - The Employer shall recognize Union Stewards as designated by the Union, to consist of no more than one (1) steward per facility. Floats can be designated as one of the stewards at any facility. Stewards shall be Employees who are past their probationary period and not on a Performance Improvement Plan at the time of their designation as a steward nor within six (6) months of a receiving a final written warning. The Union shall promptly notify the Employer of the names of all stewards and shall submit an updated list to the Employer as changes occur. Stewards shall be allowed to conduct union business during working hours in instances where such duties do not impact patient care or other work responsibilities and where the conduct of such business is not reasonably anticipated to take more than five (5) minutes in any one (1) hour's time or thirty minutes over the course of any one shift, whichever is less. In all other instances, union business performed by stewards shall be conducted during non-working time and in non-working areas of the facility (i.e. if union business is expected to or does in fact take more than the limited time, the Steward and the employee must be on break, lunch, or otherwise clocked out of work). It is understood that the term "non-working time" refers to the non-working time of both the steward and any employee(s) with whom the steward comes in contact.

**5.3 Bulletin Board** - The Union will be allowed the use of a dedicated bulletin board space in each clinic as designated by the Employer to update members around union and workplace business and information.

**5.4 New Employee Orientation** - Upon hiring, new Employees will be allowed a one-time forty-five (45) minutes of paid time to meet with their Union representative and/or a Union shop steward for Union orientation. Stewards may be released to perform the presentation as Union business pursuant to Section 5.2 and 5.3, above. This orientation can happen during a new Employee's existing on-boarding and training time, so long as the union representative or steward is able to complete the orientation without a supervisor or manager present; in the event multiple Employees are being onboarded in the same orientation, this Union orientation will be a group session with all Employees.

**5.5 Employee Information** - Quarterly, the Employer shall provide the Union a list of all Employees covered by this Agreement who were hired or terminated, or who transferred into or out of the bargaining unit during the prior month. This list shall include the name, address, social security number, telephone number, wage rate, job classification, FTE or PTE status, and date of hire, termination or transfer. The list may include personal email addresses, if provided. The Employer shall inform the Union of all newly hired Employees at least one week prior to their first day of employment.

**5.6 Private Meeting Space** - The Employer shall make available a private space/room for one Employee to participate in grievance administration, virtual investigatory meetings or other meetings that require a confidential space.

**5.7 Unpaid Time Off for Union Business** - One employee during any period of time shall be granted unpaid time off to work for the Union, unless both parties agree to increase this limit. The Union's request for such a leave of absence shall be served upon the Employer, in writing, a minimum of six (6) calendar weeks immediately preceding the date of the proposed commencement of the requested leave and the proposed return to work, respectively. Upon return, the Employee will retain the Employee's former location, wages, benefits and seniority



date. Health insurance coverage continues during unpaid time off for Union Business, however for leaves of absences of more than thirty (30) days, the Union shall be obligated to make all appropriate health and retirement contributions usually being made by the Employer, until the first of the month following the Employee's return to their position with the Employer. Said leave shall not exceed ninety (90) days per calendar year, except by mutual agreement between the Employer, the Employee and the Union. No more than two (2) employees may take advantage of this leave except by mutual agreement between the Employer, the Employee and the Union.

## **ARTICLE 6 - PROBATIONARY PERIOD & DEFINITIONS**

### **6.1 Probation Period**

**6.1.1** A newly hired Employee will be on a ninety (90) calendar day probation period of employment. Employees shall receive a written performance evaluation on or about the ninetieth (90th) day of employment. During this probation period, the Employee may be discharged by the Employer without recourse to the grievance procedure. All applicable benefits provided herein will accrue, but may not be fully accessible, during this initial probation period. The initial probation period may be extended up to an additional ninety (90) days, with advance written notification to the Union and indication by the Employer that additional time is required for evaluation.

**6.1.2** In the event the Employee transfers or is promoted within the bargaining unit and cannot meet the new job performance standards as determined by the Employer within a ninety (90) day probation period for the new classification; during this ninety (90) day probation period, the Employee has recourse within the grievance procedure and all applicable benefits provided within this contract. The Employee will be eligible to return to the same or an equivalent open position.

**6.2 Regular Employee** - A regular Employee, so classified on the Employer's personnel records, is one who has satisfactorily completed the probation period and is assigned duties associated with a regular full- or part-time position (not a temporary or temp Employee) as set forth in this Agreement.

**6.3 Full-Time Employee** - A full-time Employee is one who works a forty (40) hour workweek. Full-time Employees are eligible for benefits as described in this Agreement.

**6.4 Part-Time Employee** - A part-time Employee is one who is regularly scheduled to work less than forty (40) hours per week. Part-time Employees, upon assuming full-time status without a break in service, shall have seniority rights dating from the original date of hire.

**6.5 Temporary Employees** - Temporary Employees are not members of the Bargaining Unit. Except as specifically addressed in Sections 6.5.1 and 6.5.2 below, Temporary Employees are not subject to the terms and conditions herein.

**6.5.1 Temporary Employees for Purposes of Temporarily Replacing an Employee on a Job Protected Leave of Absence** - The Employer may use Temporary Employees to temporarily replace an employee who is on a job protected leave of absence for the

duration of such job protected leave. Temporary Employees shall not be used if there are any Employees on layoff who meet the job requirements. Any temporary employee hired to cover time off for union business described in 5.7 shall not count towards this cap.

**6.5.2 Temporary Employees for Purposes Other Than Temporarily Replacing an Employee on a Job Protected Leave of Absence** - In addition to Temporary Employees for the Purposes of Temporarily Replacing an Employee on a Job Protected Leave of Absence, Employer may use up to three (3) additional Temporary Employees at a time for six (6) months per Temporary Employee for any purpose (and such term of temporary employment shall not be immediately repeated without mutual agreement between Employer and the Union). If there is a need for further Temporary Employees related to an unusually high number of leaves of absence or other unusual business needs, the Employer and the Union can mutually agree to increase the number or length of temporarily employees allowed. The union shall not unreasonably withhold approval.

**6.6 Per Diem** - Per diem employees shall not be used to replace bargaining unit members' work or to reduce hours for bargaining unit members.

## **ARTICLE 7- SENIORITY/LAYOFF/RECALL**

**7.1 Seniority Defined** - Seniority shall mean an Employee's continuous length of service from most recent date of hire. Seniority shall not apply until the Employee has successfully completed the required probationary period (see Section 6.1).

**7.2 Layoff** - In the event a permanent or prolonged reduction in personnel is determined to be necessary, the Employer shall give as much notice as practicable to those affected Employees. Volunteers will be sought first among the incumbents in the affected job classifications at the affected location. Where a layoff affects a job classification across multiple locations, volunteers will be sought first among the incumbents of the classification among the locations affected. After any volunteers have accepted layoff status, seniority shall be the determining factor in such layoff, so long as the more senior employee has the qualifications, skills, and abilities to replace the less senior employee(s).

**7.2.1** The Employer shall provide the Union with a list of Employees based on their seniority dates. An Employee who has been displaced due to a layoff at their location may accept the layoff, accept an open position for which they are qualified at another location, or they may displace (bump) the least senior Employee in their same job classification (or a lower job classification that they previously held and satisfactorily performed) at another location within the bargaining unit. An Employee who is displaced (bumped) based on their seniority may then accept an open position for which they are qualified in lieu of being laid off, if such a position exists at another location.

**7.3 Severance** - In the event the Employer closes a clinic, and Employees are terminated as a result thereof, severance pay will be paid to an Employee who works until the clinic closing date as indicated by Employer. Severance pay will be paid as follows: one (1) week of

pay for each year of service up to twenty (20) weeks of pay (with a minimum of two weeks of pay for any layoff), plus coverage at the benefit election rate of the Employee in effect as of separation through the end of the month in which the separation occurs.

**7.3.1** Severance pay will equate to forty (40) hours per week for full-time Employee or the average hours paid in the twelve (12) weeks, preceding separation for part-time Employees.

**7.4 Recall** - Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. Whenever vacancies within the job classification of the laid off Employee held, and for which the laid off Employee meets the additional requirement of the role (including but not limited to things like particular bilingual preference and needed schedule) occur, Employees will be reinstated by seniority within job classification. Employees must keep the Employer informed of their current address and email (if available) for purposes of notification. Failure to do so shall relieve the Employer of any further obligation to recall such Employee to work. There shall be no loss to seniority, sick or vacation accrual rate if an Employee is recalled within one (1) year.

**7.5 Reinstatement** - If an Employee has been hired within one (1) year from their most recent date of separation with PPOSBC they will be deemed “reinstated” and will receive credit for previous time worked. The vacation accrual rate will be the accrual rate they were subject to at the date of separation and begins immediately upon reinstatement; previously accrued and unused sick time shall be reinstated (up to a total of eighty (80) hours) and available for use in compliance with existing PPOSBC hiring practices; eligibility for health and welfare benefits is effective the first of the month following their reinstatement date after thirty (30) days of employment; and eligibility to participate in the 401(k) Retirement Plan is effective in accordance with the 401(k) plan document criteria.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

### **8.1 Regular Facility/Office Hours**

**8.1.1** The Union and Employer recognize that client demands for expanded service must be considered along with the needs of Employees regarding scheduling issues. Expanded hours shall be discussed with affected staff and the Union prior to any implementation, which may include use of the Labor Management Committee in Article 20 herein at the request of either party. The Employer and Employees shall consider innovative scheduling models as a method of addressing expanded hours of operation.

**8.1.2 Two Consecutive Days Off** - The Employer shall make reasonable efforts to schedule Employees two (2) consecutive days off, when doing so will not adversely affect health center operations, patient access, or other operational needs.

**8.1.3 Ending of Shifts** - AMAs shall be able to leave work if all of their job responsibilities are completed, all patients are checked out, their scheduled end time for their shift has arrived or passed, and by so leaving they will not leave any staff member or patient alone in any health center. If other staff or providers request that the AMA stay beyond these parameters, AMAs can do so on a voluntarily basis.

**8.2 Work Week/Day** - The workweek shall consist of seven (7) consecutive days beginning on Sunday at 12:01 a.m. and ending the following Saturday at midnight. The workday shall normally consist of four (4) ten (10) hour days per workweek.

**8.2.1 Full time guarantee** - Full time Employees shall be guaranteed to be scheduled to work forty (40) hours per week of work.

**8.2.2 Part time guarantee** - Part time Employees shall be guaranteed to be scheduled at least twenty (20) hours of work per week. Part time Employees who voluntarily wish to waive this guarantee may do so, so as long as they submit that request in writing to the Employer. Part time Employees wishing to revoke this waiver may do so as well, by submitting their request to revoke the waiver in writing with thirty (30) days advance notice.

**8.3 Overtime** - Overtime shall be compensated under the conditions set forth below. Paid time off (including holiday pay) shall not count as time worked for purposes of computing overtime.

**8.3.1 Overtime in Any Seven Day Period** - Hourly Employees shall be paid at the rate of time and one-half (1.5) the Employee's regular rate of pay for all time worked over forty (40) hours in any workweek.

**8.3.2 Overtime in a Workday** - Employees shall be paid at the rate of time and one-half (1.5) the Employee's regular rate of pay for all time worked over ten (10) hours in a workday or otherwise as required by law.

**8.4 Meal Periods** - Employees who work more than five (5) hours but less than ten (10) hours per day must take at least one half (.5) hour unpaid meal period no less than three (3) hours but not more than five (5) hours from the beginning of their shift, and as close to the mid- point of the shift as possible without unduly interrupting client services. Employees are free to leave the work premises and are relieved from all duties during their meal periods. If the meal period starts before the third (3<sup>rd</sup>) hour of their shift or after the fifth (5<sup>th</sup>) hour, or if the Employer fails to provide an Employee a meal period in accordance with this Section, the Employer must pay one (1) additional hour of pay at the Employee's regular rate of pay for each workday that the meal period is not provided. This additional hour is not counted as hours worked for purposes of overtime calculations. For Employees working less than six (6) hours, if the Employee voluntarily chooses to waive their meal period, they must submit a written waiver to their manager.

**8.5 Rest Breaks** - Employees must take a paid rest break of fifteen (15) minutes for every four (4) hours worked or major fraction thereof, with the first paid rest break to be taken within the first three hours of their shift. Employees working a ten (10) hour shift must take a paid rest break of fifteen (15) minutes, during each half of their shift, Employee working more than ten (10) hours must take a third paid rest break. Rest breaks must be scheduled as near as practicable to the mid-point of each four hour (4) period or major fraction thereof. In the event Employees are not able to take any of their paid rest periods, upon the following of current processes to submit a request for compensation for such missed period(s), Employee shall be entitled to penalty payment in lieu of such missed rest periods.

**8.6 Work Schedules** - Whenever reasonably possible, scheduled hours of work shall be posted four (4) weeks prior to the start of each work week for non-Float Employees. For Float Employees, whenever reasonably possible, scheduled hours of work shall be posted two (2) weeks prior to the start of each work week. When practicable, changes to the schedule after posting shall be done only by mutual agreement.

**8.6.1 Consistent Work Schedules** - To the extent practicable, Full-time Employees (except Floats) shall work consistent workdays each week and regularly scheduled days shall be assigned by mutual agreement. If inconsistent schedules or regularly scheduled days are necessary to meet business or patient demand and cannot be achieved via mutual agreement, seniority shall be considered in assigning desirable schedules.

**8.7 Meetings** - All meetings where attendance is mandatory as determined by the Employer shall be paid for as hours worked.

**8.8 Time Off Between Shifts** - The Employer shall schedule Employees for at least twelve (12) hours off between shifts, except in emergency situations or when the Employee agrees to work with less than twelve (12) hours off.

**8.9 FTE Adjustment** - A part-time Employee who has worked at or above their FTE status for at least four (4) consecutive weeks, can request that the Employer adjust their status to full-time and such request will be granted.

**8.10 Float Sector** - Employees in float classifications will float within their assigned sector as defined below. No float shall be required to float outside their assigned sector.

**8.10.1 Float Sectors – Orange County:** Floats may only work at any facility located in Orange County. If an Employee is asked to work at any facility located outside of Orange County, they must submit a written waiver indicating their willingness to do so.

## **ARTICLE 9 - SALARIES / WAGES**

**9.1 Wage Rates** - Wages as set forth in the matrix attached as Appendix A for all positions shall be effective April 1, 2025, and will form a new base rate of pay for each Employee. The wages and other financial terms of this Agreement are subject to immediate renegotiation in the event there is a material change to applicable federal, state, or local laws or other another governmental, regulatory, judicial, or legal event that impacts or has the reasonably foreseeable ability to impact Employer's financial stability in any way. Employer will provide written notice to the Union of an event it considers triggering this renegotiation obligation and the Parties agree to meet promptly to discuss potential adjustments to wages or other economic terms in light of the changed circumstances. In the absence of mutual agreement within ninety (90) days of Employer's notice of a triggering condition, Employer may implement temporary adjustments necessary to address any then-existing financial impact, with the understanding that further negotiations will continue in good faith thereafter, and if the parties still cannot agree, the union shall have the option to pursue arbitration (to commence no sooner than one hundred eighty (180) days after notice of the triggering condition) for a final and binding decision pursuant to Article 17. The arbitrator shall only have the ability to decide whether the adjustments the Employer implements have been transparent, fair, and in good faith.

**9.2 Contract Minimums** - The Employer may in its fair and equitable discretion, pay wages in excess of those set forth in this Agreement. Any Employee already receiving more than the minimum set forth in Appendix A for their classification shall suffer no reduction as a result of this Agreement.

**9.2.1 Minimum Wage:** If the state or local minimum wage, including California health care worker minimum wage, is above the current wage scale, the parties will meet to bargain the effects of the minimum wage increase.

**9.2.2 Market Adjustment:** If the Employer conducts an annual review of market compensation and determines increases are warranted and appropriate for Employees, the Employer shall implement those increases at its discretion.

**9.2.3 Merit Increases:** If the Employer provides an annual performance review process including merit-based increases and determines that increases for Employees are warranted and appropriate, the rates of pay for Employees shall be increased in accordance with that process and each Employee's relevant performance as determined in the annual performance review process. Merit increases are to be effective no later than the first of October of each year. Merit increases shall be variable depending on employee performance review but no less than two-point five percent (2.5%) unless the employee has received documented counseling and/or written warning(s) or is on a Performance Improvement Plan or Final Warning.

### **9.3 Travel**

**9.3.1 Automobile Mileage** - An Employee who is required to travel between Employer sites during their working hours on official business of the Employer, shall be compensated at their regular rate for that time in such travel, reimbursed for use of the Employee's personal vehicle at the same rate per mile as established by the IRS and reimbursed for parking fees incurred as a result of such travel. An accurate log of all mileage and specific time traveled shall be kept by the individual Employee, to be submitted through the Employer's current account reimbursement system.

**9.3.2 Non-Home Clinic Drive Time Pay** - When a non-Float Employee drives to a center that is not their Home clinic, and the commuting time as a result exceeds the time it takes to travel to their Home clinic, the Employee shall be paid for their travel time which exceeds the travel time to their home clinic.

**9.3.3 Non-Home Clinic Mileage Reimbursement** - When a non-Float Employee drives to a clinic other than their home clinic, and the distance driven as a result is greater than the distance to their home clinic, the Employee shall be reimbursed for mileage that exceeds the distance to their home clinic. Mileage reimbursement shall be provided at the then-current IRS rate.

**9.4 Float Differential** - An Employee classified as a "Float" shall be paid five dollars (\$5.00) per hour for each hour worked, including travel between Employer sites, in addition to their base pay.

**9.5 Certified Bilingual Differential** - Subject to the employer's initial assessment for the language differential, bilingual Employees who use their ability in the workplace shall be paid seventy-five cents (\$0.75) for each hour worked, including travel, in addition to their base pay.

**9.6 AMA Lead Differential** - An Employee classified as an AMA "Lead" shall be paid two dollars (\$2.00) per hour for each hour worked, including travel, in addition to their base pay.

**9.7 Training Differential** - Employees who are not classified as "Leads" but who spend a significant portion of their shift training another staff person, shall receive a differential of two dollars and fifty-cents (\$2.50) per hour for each hour worked on that entire day (all hours worked on that day), including travel, in addition to their base pay. A significant portion for the purposes of this section shall be understood to mean four (4) hours or more in a shift spent training another staff person.

**9.8 Working Outside of Home Clinic for Non-Float Differential (Flex Differential)** - Employees who are not classified as Float but who are required to work any portion of their shift outside of their home clinic (the clinic they are primarily assigned to), shall receive a premium of three dollars and fifty cents (\$3.50) per hour each hour worked on that day, including travel, in addition to their base pay.

**9.9 Weekend Differential** - An Employee who is scheduled to work on the weekend shall receive a premium of ten percent (10%) above their regular wage rate for all scheduled hours worked on a weekend, including the overtime rate. "Weekend" is defined as 12:00 a.m. Saturday to 11:59 p.m. Sunday.

**9.10 Stacking Differentials** - Except if explicitly mentioned, "Differentials" can be stacked when applicable. For example, an Employee who is classified as Float and is Bilingual, shall receive the differentials for both Float and Bilingual.

**9.11 Overtime and Differentials** - When working overtime, all differentials shall also be paid at one and one-half times (1.5x) the normal rate.

**9.12 New Hire Adjustment** - If a new Employee is hired above the wage of any current Employee in that job classification with the same or greater years of applicable and comparable experience paid at lower wage, that current Employee will be brought up to the new Employee's wage within one (1) week of the new Employee's hire date. Employees shall be notified of writing that this change is occurring with a copy sent to the Union. From the Effective Date of the Agreement through September 30, 2025, no new Employee shall be hired at a base wage rate below \$21.50 per hour. As of October 1, 2025, no new Employee shall be hired at a base wage rate below \$25.00 per hour.

**9.13 Emergency Closures for Health Center Employees -**

**9.13.1** When an Employee receives notification of an emergency closure, late open or early closure, the Employer will transfer the Employee to another health clinic for their scheduled shift or the remainder of the shift, if practical, with appropriate pay premiums.

**9.13.2** If the Employer does not transfer the Employee to another location, the Employee will be paid for the Employee's originally scheduled hours.

## ARTICLE 10 - HOLIDAYS

**10.1 Holidays** - Regular full-time Employees and part-time Employees pro-rated, who have completed thirty (30) days of employment, shall be granted the following paid holidays, on which days all Facilities are closed:

New Year’s Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President’s Day	Day After Thanksgiving
Memorial Day	Christmas Eve - December 24 <sup>th</sup>
Juneteenth	Christmas Day - December 25 <sup>th</sup>
Independence Day	

**10.2 Regular Pay When Facility is Closed on a Holiday** - If the facility is scheduled to be closed on an Employee’s regularly scheduled workday due to a Holiday, they will receive regular pay for the Holiday.

**10.3 Holiday During Vacation** - If a holiday falls during a full-time Employee’s vacation, that day will not be counted against the Employee’s vacation, and they shall be paid consistent with 10.2.

**10.4 Regular Pay for Facility-Closed Holidays, Daily Average** - Full-time and part-time Employees shall be paid regular pay for the full amount of their normally scheduled ten (10) hour shifts on Holidays on which the Facility is Closed.

**10.5 Holiday on Employees Day Off** - If an employee's day off falls on a designated holiday, such holiday hours (for the full duration of the Employee’s regular shift) shall be added to a holiday bank of hours which the Employee may thereafter elect to take as paid time off (scheduled subject to management approval) or cashed out in accordance with the voluntary cash out provisions related to vacation time herein.

## ARTICLE 11 - VACATION

**11.1 Vacation Accruals** - Vacation days for Employees are accrued as follows:

Years of Service	Accrual Hours Per Pay Period	Total Accrued Hours Per Year	Rollover Limit On Work Anniversary Date in Hours
0 – 1	3.0769	80	120
1+ – 2	3.6923	96	144
2+ – 5	4.6154	120	180
5+ – 10	5.5385	144	216
10+ – 15	6.61538	160	240
15+ - 20	7.6923	200	300
20 +	9.2308	240	360



**11.2 Vacation Accruals for Employees Hired Prior To February 2018** - For Employees hired prior to February 2018, the following accrual rates shall apply:

Years of Service	Accrual Hours Per Pay Period	Total Accrued Hours Per Year	Rollover Limit On Work Anniversary Date in Hours
0 – 1	3.6923	96	144
1+ – 2	3.6923	96	144
2+ – 5	5.2308	136	204
5+ – 10	6.7692	176	264
10+ – 15	6.7692	176	264
15+ - 20	7.6923	200	300
20 +	9.2308	240	360

**11.3 Vacation Scheduling** - Vacation leave should be requested in writing at least thirty (30) calendar days in advance. Vacation requested at least thirty (30) days in advance should not be unreasonably denied barring conflicting vacation from co-workers or other extenuating circumstances. The Employee’s supervisor will respond in writing to approve or deny the vacation request within fourteen (14) calendar days of receipt. An Employee who submits a request for vacation leave less than thirty (30) calendar days prior to the date requested off will only be considered and approved at management’s discretion. The supervisor will inform the requesting Employee of the decision in writing as soon as possible.

**11.3.1 Summer Vacation Scheduling** - The Employer shall make reasonable efforts to ensure that the maximum number possible of Employees are allowed to go on vacation during the summer period of June through September of each year.

**11.4 Roll Over Limit** - Any unused accrued vacation may be carried over to succeeding years with the total not to exceed the relevant cap listed in 11.1 and 11.2 in Column “Rollover Limit On Work Anniversary in Hours”.

**11.5 Voluntary Cash Out** - Employees may elect to “cash out” accrued, unused vacation hours twice per calendar year. Any number of hours may be cashed out, so long as a balance of eighty (80) vacation hours remains in the Employee’s account after the requested cash out. All vacation payout forms must be approved by the Employee’s supervisor. The completed and approved forms need to be received by Payroll on the last Friday of the pay period to be included in the following week’s paycheck.

**11.6 Unscheduled Vacation** - The Employer understands that unscheduled events may arise beyond the Employee's control which may require the Employee to use vacation time and / or unpaid time off to tend to personal business during regularly scheduled work hours. Employees must immediately notify their supervisor and receive approval before taking unscheduled vacation time. Supervisors are required to keep records and track all unscheduled vacation time. Vacation may be scheduled in less than half-day increments (3.75 hours) with supervisor approval.

## ARTICLE 12 - SICK AND BEREAVEMENT LEAVE

**12.1 Accrual** - Employees shall accrue one (1) hour of sick time for every thirty (30) hours of work. Employees can roll over all unused sick leave per year. There shall be no cap on the total amount of sick leave hours that an Employee can carry over from one year to the next. New Employees are eligible to use sick leave after thirty (30) days of employment.

**12.2 Sick Leave Pay** - Sick leave shall be payable at the Employee's regular rate of pay. The Employee shall make a reasonable effort to notify the Employer at least one (1) hour in advance of the Employee's scheduled shift if unable to report for duty. Employees shall be eligible to use sick time consistent with California State Law.

**12.2.1** Sick leave shall be paid only for those hours when the Employee was regularly scheduled to work.

**12.2.2** Sick leave may be used in increments of fifteen (15) minutes.

**12.3 Bereavement Leave** - Regular Full time Employees shall be given up to five (5) days of paid leave (prorated for part time Employees) for a death of the Employee's family member. "Family member" is defined as spouse, registered domestic partner, child (which includes biological and adopted children, children of registered domestic partners and stepchildren), parent, grandparent, aunt, uncle, cousin, grandchild, brother, brother-in-law, sister, sister in law or parent of spouse, step parents, and step siblings. Additional vacation, PTO or unpaid leave may be taken with a manager's approval. An Employee who wishes to take time off due to the death of a family member should notify their supervisor and human resources of dates needed for paid leave as soon as possible. All Employees may utilize vacation or PTO to attend services for people not covered above with their manager or supervisor's approval. Bereavement leave days are not required to be taken consecutively but must be taken within three (3) months of the date of death. For purposes of clarity, Employees are not limited to taking one Bereavement leave per year.

**12.3.1 Reproductive / Adoption Loss** - A "reproductive loss event" is defined as the day or, for a multiple-day event, the final day of a failed adoption failed surrogacy, miscarriage, stillbirth, unsuccessful assisted reproduction or any form of termination of pregnancy.

**12.3.2 Reproductive / Adoption Loss Leave** - Full time Employees shall be given up to five (5) days of paid leave (prorated for part-time Employees) for a reproductive loss event. Reproductive loss leave days are not required to be taken consecutively, but must be taken within three (3) months of the event entitling Employees to the leave. If, prior to or immediately following a reproductive loss leave event, an Employee is on or chooses to go on PDL, CFRA, or any other leave entitlement under state or federal law, the Employee shall complete their reproductive loss leave within three (3) months of the end date of the other leave.

**12.3.3 Documentation** - The Employer shall not require documentation of the reproductive loss event.

**12.4 On-the-Job Injury** - Accrued sick leave may be used to supplement the amount received by an Employee from Worker's Compensation Insurance, up to the amount of the Employee's pay for the hours they would have worked had the Employee been available for work. In no event shall such pay make the Employee more than whole.

**12.5 Catastrophic Leave Donation** - Employer will allow Employees to participate in and use leave consistent with the Catastrophic Leave Donation Program Version 4.0.

## **ARTICLE 13 - LEAVES OF ABSENCE**

**13.1 General Provision** - PPOSBC grants leaves of absence to all eligible Employees on a non-discriminatory basis. A leave of absence (LOA) is defined as time that an Employee is away from work for any of the reasons described below. A leave commences from the first day not worked and is generally unpaid unless otherwise provided by law and/or PPOSBC policy.

**13.1.1** Employees should notify their supervisor and/or Human Resources as soon as they become aware that they may need a leave of absence. PPOSBC will consider each request in accordance with applicable laws and PPOSBC's leave policies. Employees will be directed to notify PPOSBC's third-party leave of absence administrator to initiate an application for a leave of absence. Employees will be notified whether their leave request is granted or denied. If Employees are granted leave, they must comply with the terms and conditions of the leave, including submission of any and all required documentation in accordance with established and expressed timelines, and provide prompt notice if there is any change in their return date.

**13.1.2** Consistent with applicable state and/or federal law, upon returning from FMLA/CFRA/PDL leave, PPOSBC will make all reasonable efforts to return eligible Employees to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. Benefits, such as sick time and vacation, will not accrue while on a leave of absence. Upon return from a leave of absence, Employees will be credited with the full employment status that existed prior to the start of the leave.

**13.2 Leave of Absence Consistent with Federal, State and Local Law** - PPOSBC shall provide leaves of absence consistent with federal, state and local laws; these leaves shall be understood to include but not be limited to, the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), California Pregnancy Disability Leave (PDL), Americans with Disabilities Act (ADA), Child Bonding under CFRA, Caregiver Leave under FMLA, Leave of Absence for Occupational Illness or Injury, Military Leave, Military Spouse Leave, Jury / Witness Duty, Voting Time Off, School Activities and Appearance Leave, Leave for Victims of Crime, Domestic Violence, Abuse or Stalking, Organ and Bone Marrow Donation Leave, and Time off for Volunteer Firefighters, Reserve Peace Officers and Emergency Rescue Personnel, Civil Air Patrol Leave.

**13.3 Supplemental Paid Parental Leave** - As PPOSBC believes strongly in supporting families and in providing Employees time off to spend with their newborn or newly adopted / foster care placed child(ren). As such, PPOSBC shall go beyond what is legally required to provide additional job protected time off.

**13.3.1 Birthing Parent Paid Parental Leave** - PPOSBC will make-up the total difference between any wage replacement benefits provided through the California State Disability Insurance program for pregnancy disability leave and/or Paid Family Leave (child bonding), and the Employee's current base salary, per pay period; for as long as the Employee is on an approved state wage replacement benefits program (or even in the absence of any such state program should such state program ever cease), up to a total combined maximum of twelve (12) weeks. Employees seeking benefits consistent with this Article shall apply for such benefits consistent with the Employer's Supplemental Paid Parental Leave policy. Employees shall be eligible for such a match if they have been employed with the Employer for at least one (1) year or twelve (12) months cumulatively within the last three (3) years of their most recent hire date.

**13.3.2 Non-birthing Parent Paid Parental Leave (Child Bonding)** - PPOSBC will make-up the total difference between any wage replacement benefits provided through Paid Family Leave (child bonding), and the Employee's current base salary, per pay period; for as long as the Employee is on an approved state wage replacement benefits program (or even in the absence of any such state program should such state program ever cease), up to a total combined maximum of six (6) weeks. Employees seeking benefits consistent with this Article shall apply for such benefits consistent with the Employer's Supplemental Paid Parental Leave policy. Employees shall be eligible for such a match if they have been employed with the Employer for at least one (1) year or twelve (12) months cumulatively within the last three (3) years of their most recent hire date.

**13.3.3 Additional Time for Discretionary Baby Bonding Leave** - If an Employee does not qualify for or the Employee has already taken the maximum time allowed for FMLA/CFRA, the Employee may still request a Discretionary Baby Bonding Leave. This Discretionary Baby Bonding Leave is unpaid. The decision whether to grant this additional leave is at the discretion of the Employer pending business necessity but shall not be unreasonably denied. Employees who are granted discretionary Baby Bonding Leave are eligible to take up to six (6) weeks of unpaid baby bonding leave in a single increment within the twelve (12) month period following the birth, adoption or fostering of the child, following the exhaustion of all existing job protected leave via FMLA/CFRA.

**13.4 Jury Duty / Witness Leave** - When feasible, Employees must provide PPOSBC with advance notice of any judicial proceedings necessitating their absence from work. Employee benefits for which an Employee is currently enrolled will continue while the Employee is on jury duty leave or serving as a witness in response to a subpoena, although the Employee must continue to make the contributions to Human Resources for each pay period missed while on jury or witness duty leave.

**13.4.1 Jury Duty** - All Employees may attend jury duty in accordance with their legal obligations to do so. In order to be eligible for approved time off from work for jury duty, Employees must notify their supervisor immediately upon receipt of notice to report for jury service, and a certification of jury service must be provided to Human Resources upon completion of jury duty. Applicable state and federal laws protect an Employee's job (does not guarantee pay) while serving as a juror.

**13.4.2 Jury Duty Pay** - Regular non-exempt Employees will be compensated at their regular rate of pay for a period not to exceed five (5) days. If the jury service is less than half of their scheduled hours for that day, Employees are expected to report to work for the remainder of the shift or use vacation time for the remaining hours of the workday. If jury duty requires time past the five (5) workdays that PPOSBC compensates, the nonexempt Employee may choose to use paid time off for the remaining jury duty days they serve that fall on a workday, or they may choose to remain unpaid for those days. Employees serving a majority of their shift on a day of jury duty shall be paid for the full hours of the scheduled shift, less any compensation from jury duty, up to the full amount of their scheduled hours for the day. This means an Employee working at alternate work week schedule serving a full day of jury duty will be compensated at ten (10) hours pay.

**13.4.3 Appearance as a Witness, Plaintiff or Defendant** - This occurs when an Employee is subpoenaed to appear as a witness in a court action or requests time off to appear as a plaintiff or defendant in a court action. For regular non-exempt Employees, such time off may be granted with or without pay at PPOSBC's discretion for a limited duration.

**13.5 Personal Unpaid Leave** - A personal leave of absence may be granted at the discretion of PPOSBC after successful completion of three (3) months of continuous employment. Requests for personal leave should be submitted to Human Resources as far in advance as possible and be limited to unusual circumstances requiring an extended absence. A personal leave of absence is unpaid. A personal leave cannot be taken intermittently and can be used once in a rolling twelve (12) month period, measured from the date on which the leave begins. Employees must use and exhaust accrued, unused vacation balance and/or sick time prior to their personal leave, unless prohibited by law. The use of vacation or sick time will not extend the length of the personal leave.

**13.5.1** PPOSBC will maintain for a maximum of thirty (30) days any group health insurance coverage that the Employee was provided before the personal leave on the same terms as if the Employee had continued to work. All Employee insurance contributions must be kept current to maintain coverage. Failure to make payments toward the Employee contributions while on leave may result in loss of coverage.

**13.6 School Activities / Appearance Leave** - Employees who are a parent, guardian, or grandparent with custody of a child in kindergarten, grades 1-12, inclusive, or a licensed day care center and who wish to take time off to visit their child's school for a school activity may take off up to eight (8) each calendar month (up to a maximum of forty (40) hours each calendar year), provided they give reasonable notice to their supervisor of their planned absence.

**13.6.1** Employees will also be granted time off to attend a school conference involving the possible suspension of their child. This leave is in addition to the forty (40) hours available to attend school activities. Employees wishing to take time off under this section may be required to utilize their existing accrued, unused vacation time if they desire to be compensated for this time.

**13.7 Reinstatement After Leave of Absence** - Subject to exceptions provided by law, an Employee returning from leave is entitled to be reinstated to the same or equivalent position which the employee held before going on leave, unless such position is not available due to business needs, including, without limitation, a position elimination that would have occurred while the employee is out on leave. PPOSBC shall make reasonable efforts to restore the employee to a position as close as geographically possible to their original position upon the Employee's return.

## **ARTICLE 14 - GROUP INSURANCE**

**14.1 Eligibility Date** - Employees are eligible for group insurance benefits the first day of the month following thirty (30) days of continuous employment. Employees must enroll within thirty (30) days of becoming eligible.

**14.2 Group Insurance** - The Employer offers full-time and part-time Employees with Employer contributions consisting of group medical, life, and dental insurance.

**14.3 Group Benefits Provided** - The employer shall provide options for Employee to enroll in Medical, Dental, Vision, Voluntary Life / Accidental Death & Dismemberment, an FSA or HSA depending on Medical Coverage elected, Unum Supplemental Insurance, Pet Insurance, and Legal / Identity Protection Plans. Once an Employee is benefit eligible, one hundred percent (100%) of certain benefits are paid by PPOSBC, including Basic Term Life / Accidental Death and Dismemberment, Long-Term Disability, Employee Assistance Program, Proper Wise Financial Wellbeing. Employee must elect benefits in accordance with the applicable benefits guide, new hire, and annual enrollment processes.

**14.4 Modifications** - The parties recognize that it may be beneficial to change insurance carriers, administrators or benefit plans. The Employer may change insurance carriers or plans provided there is no reduction in the quality of benefits or increase in the out-of-pocket costs to Employees and that the same provisions are implemented for the non-bargaining unit employees excluded from the Agreement. The Employer shall notify the Union at least thirty (30) days in advance of any planned change in benefits.

**14.5 Dependent Coverage** - Dependent group medical, vision and dental insurance coverage is available as defined in Employer's existing Benefit Guide, provided the Employee has enrolled in the group insurance plan, appropriately elected such benefits, and is regularly scheduled to work twenty (20) or more hours per week.

**14.6 Employer Contributions** - The Employer shall make contributions to Medical, Dental and Vision plans consistent with the following percentages, and the Employee shall pay the remaining balance each month. In no instance shall bargaining unit members pay more than other Employees monthly contributions, even if such contribution levels require the Employer to exceed their respective contribution levels described in the following subsections.

**14.6.1 HMO Base Plan (Anthem Medical HMO Select Network)** - The Employer shall contribute in at least the same amounts as provided as of July 1, 2024. Any increases of more than ten percent (10%) of current Employee contributions in total costs in subsequent plan years shall be paid for by the Employer, such that the Employee's monthly contributions do not increase beyond their current monthly contributions by

more than ten percent (10%) annually. In all instances the Employer shall cover at least eighty-five percent (85%) of the costs for Employee Only Coverage, sixty percent (60 %) for Employee and Spouse, eighty-five percent (85%) for Employee and Children, and eighty percent (80%) for Employee and Family Coverage.

**14.6.2 HMO Buy Up Plan (Anthem Medical HMO Full Network)** - The Employer shall contribute in at least the same amounts as provided as of July 1, 2024. Any increases of more than ten percent (10%) of current Employee contributions in total costs in subsequent plan years shall be paid for by the Employer, such that the Employee's monthly contributions do not increase beyond their current monthly contributions by more than ten percent (10%) annually. In all instances the Employer shall cover at least eighty-five percent (85%) of the costs for Employee Only Coverage, sixty-five percent (65%) for Employee and Spouse, eighty-five percent (85%) for Employee and Children, and eighty percent (80%) for Employee and Family Coverage.

**14.6.3 HDHP HAS Plan (Anthem HDHP HSA)** - The Employer shall contribute in at least the same amounts as provided as of July 1, 2024. Any increases of more than ten percent (10%) of current Employee contributions in total costs in subsequent plan years shall be paid for by the Employer, such that the Employee's monthly contributions do not increase beyond their current monthly contributions by more than ten percent (10%) annually. In all instances, the Employer shall cover at least sixty-five percent (65%) of the costs for Employee Only Coverage, forty-five percent (45%) for Employee and Spouse, sixty-five percent (65%) for Employee and Children, and sixty percent (60%) for Employee and Family Coverage.

**14.6.4 Anthem Dental HMO** - The Employer shall contribute in at least the same amounts as provided as of July 1, 2024. Any increases of more than ten percent (10%) of current Employee contributions in total costs in subsequent plan years shall be paid for by the Employer, such that the Employee's monthly contributions do not increase beyond their current monthly contributions by more than ten percent (10%) annually. In all instances the Employer shall cover at least ninety percent (90%) of the costs for Employee Only Coverage, forty-five percent (45%) for Employee and Spouse, forty-five percent (45%) for Employee and Children, and forty percent (40%) for Employee and Family Coverage.

**14.6.5 Anthem Dental PPO** - The Employer shall contribute in at least the same amounts as provided as of July 1, 2024. Any increases of more than ten percent (10%) of current Employee contributions in total costs in subsequent plan years shall be paid for by the Employer, such that the Employee's monthly contributions do not increase beyond their current monthly contributions by more than ten percent (10%) annually. In all instances, the Employer shall cover at least fifty-five percent (55%) of the costs for Employee Only Coverage, fifty-five percent (55%) for Employee and Spouse, fifty-five percent (55%) for Employee and Children, and fifty-five percent (55%) for Employee and Family Coverage.

**14.6.6 EyeMed Vision PPO** - The Employer contribute in at least the same amounts as provided as of July 1, 2024 and shall strive to cover one hundred percent (100%) of the costs for Employee Only Coverage, one hundred percent (100%) for Employee and

Spouse, one hundred percent (100%) for Employee and Children, and one hundred percent (100%) for Employee and Family Coverage. Increases in total costs in subsequent plan years shall be primarily paid for by the Employer, such that the Employee's monthly contributions do not increase beyond their current monthly contributions by more than twelve dollars (\$12.00) annually.

**14.7 Basic Term Life Insurance** - PPOSBC will provide term life insurance benefit at no charge to eligible Employees. The life insurance plan is designed to pay two times the Employee's annual salary up to a maximum of five hundred thousand dollars (\$500,000) life insurance benefit to the designated beneficiary, in the event of the covered Employee's death.

**14.7.1 Supplemental Coverage** - PPOSBC will offer Employees voluntary life insurance plan so that they have the ability to purchase additional life insurance for themselves and also for their spouse and dependents at their own cost by payroll deductions. Group term life insurance benefits expire when the employment relationship is terminated and conversion to a private plan is available.

**14.7.2 Employee Health Center Services** - Employee patients who do not wish to use their insurance for non-preventive services provided by PPOSBC shall be eligible to receive discounted services in accordance with PPOSBC's sliding scale based on household size and income.

## **ARTICLE 15 - RETIREMENT PLAN**

**15.1 Retirement Contributions** - The Employer shall continue to provide benefits under its 401(k) plan as specified in the Employer's plan document. The Employee chooses their contribution amounts and investment fund options, according to the 401(k) plan guidelines. Employees can elect to participate upon their date of hire.

**15.2 Safe Harbor Contribution Amounts** - Twelve months after date of hire, and annually thereafter, paid per pay period, an Employer contribution equal to three (3) percent of Employee's pay will be put into the Employee's Safe Harbor account, which vests immediately upon deposit. PPOSBC will make contributions as a percentage of the Employee's annual pay including any paid differentials. Employee must be employed by PPOSBC on the intended deposit day to be entitled to and receive the Safe Harbor contribution.

**15.3 401(k) Contribution Amounts** - Beginning after the probation period, if an Employee elects to contribute to the 401(k) plan, PPOSBC will match the Employee's contribution fifty cents (\$0.50) per one (1) dollar (\$0.50 per \$1.00) contributed by the Employee, up to six percent (6%) of the Employee's annual pay. The discretionary contribution and employer match vesting schedule are dependent on the Employee's date of hire and subject to IRS limits.

**15.3.1 Vesting for Match and Discretionary Profit-Sharing Contributions** - Year 1 – 0%; Year 2 – 25%; Year 3 – 50%; Year 4 – 75%; 100% vested at five (5) years of service

**15.4 Modifications** - The parties recognize that it may be beneficial to change retirement plans or contribution levels. The Employer may make the changes provided they do not reduce any benefits below current levels. The Employer shall notify the Union at least thirty (30) days in advance of any planned change in such benefits.



## **ARTICLE 16 - EDUCATIONAL ASSISTANCE / TUITION REIMBURSEMENT PLAN**

**16.1 Education Assistance / Tuition Reimbursement Plan** – Subject to the current eligibility and procedures outlined in PPOSBC policy, PPOSBC will provide tuition reimbursement to eligible Employees for continued education offered by approved institutions of learning such as accredited colleges and universities or through organizations specializing in career-related education and training relevant to the Employee's current position or that enhances their skillset as determined by PPOSBC. The tuition reimbursement plan provides monetary reimbursement per calendar year for regular full-time Employees and regular part-time Employees. Reimbursement will be made upon passing/successful completion of the course and following the submittal of all required documentation. Employee must complete and submit to Human Resources a Request for Tuition Reimbursement form prior to the scheduled commencement of the course. (See HR Policy: Tuition Reimbursement.)

**16.1.1 Employees** shall be eligible for up to three-thousand dollars (\$3,000) per calendar year for Full Time Employees and one thousand five hundred dollars (\$1,500.00) for Part-Time Employees, consistent with the Tuition Reimbursement policy.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

**17.1 Grievance Defined** - A grievance is defined as any alleged violation of this Agreement. Prior to submitting a written grievance, an Employee is encouraged to communicate concerns with their manager or supervisor. In addition, an Employee may consult with their Union Representative. If any such grievance should arise, it shall be processed by the grievant in accordance with the following procedure. The Employer will endeavor to schedule the Step One or the Step Two meeting in person.

**17.2 Time Limits** - Time limits set forth in the following steps are material terms of the Agreement. Time limits may be extended only by written mutual consent of the parties hereto, for example if the Employer or the Union requires more time to conduct an investigation. If the Union does not comply with any time limitations, this shall constitute withdrawal of the grievance with prejudice. If the Employer does not comply with the time limitations, the grievant or Union shall have the right to proceed to the next step of this procedure.

**17.3 Step One - Employee and Human Resources Manager** - An Employee or the Union may file a grievance in writing with the Employee Relations Manager or Designee within thirty (30) calendar days from the occurrence or the time when the party should reasonably have been aware of the occurrence giving rise to the grievance. The grievance shall set forth the Employee's complaint, the Article(s) of this Agreement allegedly violated, and the requested remedy. The parties shall meet within twenty-one (21) calendar days with the Steward or the Union representative to attempt to resolve the grievance, and the Human Resources Director or Designee shall respond in writing to the written grievance within fourteen (14) calendar days from the date of the meeting. A meeting for purposes of this Article shall include: in person, telephone or video conference.

**17.4 Step Two - Employee and Human Resources Director** - In the event the grievance cannot be resolved at Step One, the Union shall submit the grievance to the Director of the Human Resources Department or Designee within twenty-one (21) calendar days from the date of the Employer's Step One response. A conference with the Employee, the Steward or Union representative and the Director of the Human Resources Department (or Designee) shall take place within fourteen (14) calendar days from receipt of the grievance at Step Two. The Director (or Designee) shall issue a written reply within fourteen (14) calendar days following the conference. A conference for purposes of this Article shall include: in person, telephone or video conference.

**17.5 Step Three - Arbitration** - If the grievance is not satisfactorily resolved on the basis of the foregoing procedure, the Union may, within twenty-one (21) calendar days of receipt of the decision in Step Two, submit the issue by written notice for final determination by a neutral arbitrator, to be selected as follows: the parties shall request that the Federal Mediation and Conciliation Service submit a panel of fifteen (15) individuals having arbitration experience appropriate to the issue in dispute and residing or working in California who are members of the National Academy of Arbitrators. Such list must contain at least fifty (50%) of diverse arbitrators, as defined by Resolution 105 of the ABA House of Delegates from August, 2016 (see: <https://nyiac.org/wp-content/uploads/2020/11/FINAL-ABA-Resolution-105-Summary-and-Action-Steps-long-URL.pdf>). If the list does not comply, each party must add one diverse member of the National Academy of Arbitrators as a potential arbitrator and within seven (7) calendar days from receipt of the list (or the addition of the diverse arbitrators), the two (2) parties shall alternately strike names. The remaining name will be designated as the arbitrator. The party seeking arbitration shall strike the first name.

The arbitrator shall hold a hearing and base the decision on the evidence elicited at such hearing. The decision shall be submitted in writing and be final and binding upon the Employer and the Union. The arbitrator shall have no power to add to or subtract from, alter or amend the terms of this Agreement. Except in cases of wage, compensation, or pay discrepancies, no decision or remedies proposed by the arbitrator shall be retroactive prior to the date the grievance was presented in writing, or in disciplinary cases, to the date of the discipline. In discipline cases, any award of back pay shall be reduced by all interim compensation (including unemployment compensation) which has been received by the employee (or could have been received with reasonable, diligent efforts to mitigate damages) and shall take into account any interim period in which the grievant was or would have been unavailable for work. All wage, compensation, and pay discrepancy cases will be paid back to the date of the first infraction, up to a maximum of three years. Further, in all events, the amount of back pay liability will be capped at three hundred and sixty-five (365) calendar days.

The applicable fees and expenses of the arbitrator shall be borne solely by the party that does not prevail in the arbitration, as determined by the Arbitrator; provided, however, that in the event neither party should prevail due to a split decision, the arbitrator's fee and expenses shall be borne equally by the parties. Each party shall be responsible for the expenses of its own witnesses and any other expenses incurred on behalf of that party, including but not limited to attorneys' fees.

The First Step of the grievance procedure may be mutually waived, but no matter may be appealed to arbitration without having been heard at the Second Step.

## ARTICLE 18 - SAVINGS CLAUSE

**18.1** This Agreement shall be subject to all present and future applicable federal and state laws, applicable and enforceable executive orders of the President of the United States or the Governor of the State of California, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Union shall promptly enter collective bargaining for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

## ARTICLE 19 - NO STRIKE/NO LOCKOUT

**19.1 No Strike** - The grievance and arbitration procedure set forth in Article are the exclusive means of resolving any claimed violation of this Agreement, whether or not a grievance has been filed. Accordingly, there shall not be (nor shall the Union, its agents, officers, stewards, representatives, or Employees encourage, instigate, promote, sponsor, engage in or sanction) any strike (including sympathy strike), picketing, boycott, hand-billing, sit-down, stay-in, slowdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved "work to the rule" situation, mass absenteeism, or any other intentional curtailment, restriction, interruption or interference with services or work, or protest regardless of the reason for so doing. Providing the employer complies with the procedure if a grievance is filed.

**19.2 Penalty** - Any Employee engaging in activity prohibited by Section 19.1 or who instigates or gives leadership to such activity, shall be subject to immediate discharge or other discipline, at the discretion of the Employer, provided the penalty given all Employees in the same instance is consistent. In the event of discipline or discharge, the only matters which may be made the subject of a grievance is whether or not the Employees actually engaged in such prohibited conduct and whether the penalty given to all Employees in this instance was consistent. Exclusively in the case of picketing, boycotting, and hand-billing, whether the level of discipline is appropriate to those three actions may also be made the subject of a grievance. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor shall it constitute a precedent of any kind.

**19.3 No Negotiations** - In the event of a violation of Section 19.1 by Employees or the Union, there shall be no negotiation or discussion on the subject matter(s) allegedly causing the violation until after the violation of 19.1 has ceased, except where a serious health or safety risk exists.

**19.4 No Lockout** - During the term of this Agreement, the Employer will not institute a lockout over a dispute with the Union so long as there is good faith compliance by the Union with this Article, unless the Employer cannot efficiently operate in whole or in part due to a breach of 19.1

**19.5 Union Official Responsibility** - Each Union officer, and each Employee who holds a position of officer or steward of the Union, occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

Accordingly, the Union agrees to notify all Union officers and stewards of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to abide by the provisions of this Article by remaining at work (that is, those who are employees of the Employer) during any interruption as outlined above. In addition, in the event of a violation of Section 19.1, the Union agrees to inform its members of their obligations under this Agreement and to encourage and direct them to return to work by all means available under its constitution, by-laws, and/or otherwise

## **ARTICLE 20 - LABOR MANAGEMENT COMMITTEE**

**20.1** A Labor Management Committee consisting of three (3) persons appointed by the Employer and a maximum of three (3) Employees selected by the Union. A representative of the Union and the Employer's Human Resources Equity Department or Designee may also attend the Labor Management Committee meetings. Upon ratification of this Agreement, the Employer and the Union shall schedule Labor Management meetings up to once every other month for no more than ninety (90) minutes a meeting, at either party's request. The parties may also meet at any time by mutual agreement. The parties shall exchange written agenda items no less than seven (7) calendar days prior to a scheduled meeting. Committee members shall suffer no loss of pay if they attend Labor Management meetings with the Employer representatives while on duty status. The Labor Management Committee's role is an advisory, rather than a decision-making one. The purpose of the Labor Management Committee is to work with mutual respect to bring forward issues for discussion. This committee shall be established for the purpose of considering suggestions for improvements in the quality of patient care and Employee relations. The Labor Management Committee is not a substitute for the grievance process and has no authority to settle grievances. The Labor Management Committee can propose solutions to the Employer of:

**20.1.1** Issues or problems at worksites which affect Employees and which either party requests be placed on the agenda;

**20.1.2** Issues or problems of contract administration which may arise from time to time, other than formal grievance; and,

**20.1.3** As a forum for providing information on organizational changes and initiatives to Employees.

**20.1.4** As a forum for discussion of potential collaboration on shared legislative and political goals.

## **ARTICLE 21 - SAFETY CONCERNS**

**21.1 Safety** – The Employer will respond to any Employee health / safety / security concern as soon as feasible. Employees will report any health, safety, or security risks or issues immediately upon their discovery to Employer. If such concerns are raised in writing and delivered to the designated Human Resources representative, the employer will respond within one business day.

**21.2 Personal Protective Equipment and Uniforms** - Employees will be provided with personal protective equipment and any equipment required for Employees to safely complete their work tasks as determined by the Employer and consistent with federal and state laws and regulations.

**21.3 Ergonomic Furniture Provision** - The Employer agrees to provide ergonomic furniture and equipment to Employees in accordance with its existing policies and processes.

## **ARTICLE 22 – STAFFING**

**22.1** The Parties recognize the importance of adequate staffing to the provisions of quality patient care and services.

**22.2** If an employee has a concern around staffing, they should communicate with their direct manager about the concern. If the employee feels the concern is not being addressed, they should at that time bring it forth to their Union to have addressed as a topic at the next regularly- scheduled Labor Management Committee.

**22.3** In the event employees and / or union representatives seek to address concerns related to staffing during Joint Labor Management Committee meetings, the Employer shall provide data in advance of those meetings that include relevant information related to patient volume including, but not limited to: patient counts per day, per month, and yearly averages at each of the facilities covered by this collective bargaining agreement; Scheduled staffing levels and hours worked of each of the facilities for AMAs for the preceding six (6) months and other relevant data. Such data shall be provided at least one (1) week prior to the scheduled JLM meeting.

## **ARTICLE 23 – SUBCONTRACTING**

**23.1 Subcontracting Prohibited** - The Employer is prohibited from subcontracting Employee work, except for Temporary Employees outlined in 6.5 or in circumstances of exigent need, including but not limited to emergencies such as fire, epidemic impacting staffing levels, power failure, war, major catastrophe or other significant operational interruption and the like that creates an immediate need for staffing that cannot be filled by existing Employees. The Employer will resume staffing such work with existing or new Employees as soon as possible once the exigent need is resolved or Employees can again fill the positions necessary for the work.

## **ARTICLE 24 - DURATION**

**24.1 Term of Agreement** - Except as where otherwise provided herein, the effective date of this Agreement shall be April 1, 2024, and shall continue in full force and effect through March 30, 2028, and shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate. Should either party desire to modify, amend, or terminate the terms of this Agreement, said party shall serve the other with written notice not more than ninety (90) nor less than sixty (60) calendar days prior to the termination date of its intent to negotiate-a new agreement. Should such timely notice be served, bargaining shall commence at a date which will be mutually agreed upon by the parties.

## ARTICLE 25 - MANAGEMENT RIGHTS

**25.1 Management Rights** - Except to the extent expressly abridged, delegated, granted or modified by a provision of this Agreement, the Employer reserves and retains the responsibility and authority that the Employer had prior to the signing of this Agreement, and these responsibilities and authority shall remain with management. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement. The right to manage includes but is not limited to:

- 25.1.1** To manage, direct and control its property, facilities and workforce;
- 25.1.2** To conduct its business and manage its business affairs;
- 25.1.3** To direct its employees;
- 25.1.4** To select and hire employees;
- 25.1.5** To assign work, including determining working schedules, work locations, job assignments, job duties, functions and responsibilities;
- 25.1.6** To transfer whether temporarily or permanently, within facilities in Orange County,
- 25.1.7** To promote, demote, layoff, recall, evaluate performance, discipline, and/or discharge employees;
- 25.1.8** To determine qualifications and to train;
- 25.1.9** To adopt, determine, establish, implement, amend and enforce reasonable rules, regulations and personnel policies;
- 25.1.10** To establish, put into effect, revise, modify, rescind, and/or retire existing policies and procedures;
- 25.1.11** To establish and uniformly enforce dress codes;
- 25.1.12** To set standards of performance including workflow, productivity requirements and methods of evaluation of the employees, and to determine the equipment and/or methods to be employed in the performance of work;
- 25.1.13** To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
- 25.1.14** To determine, establish, implement, amend and enforce personal conduct rules, attendance rules, safety rules and work rules and a drug/alcohol testing policy after providing the union thirty (30) days' notice and the opportunity to bargain before

enforcement if such rules impact any elements of Employees' work covered by this Agreement, and if the Parties cannot agree by the end of the allotted time, Employer may implement such changes as it deems necessary and appropriate for the successful operation of the business;

**25.1.15** To determine if and when positions will be filled;

**25.1.16** To establish or abolish positions;

**25.1.17** To create any new organizational or health center service or function or modify or discontinue any existing;

**25.1.18** To evaluate or make changes in technology and equipment and its application and/or use;

**25.1.19** To establish and alter shift lengths;

**25.1.20** To either temporarily or permanently close all or any portion of its health centers and/or to relocate such health centers or operations;

**25.1.21** To determine and schedule when overtime shall be worked;

**25.1.22** To determine the number of employees required to staff the health centers, including increasing or decreasing that number;

**25.1.23** To determine the appropriate staffing levels required at health centers or other facilities;

**25.1.24** To determine the appropriate mix of employees, by job title, to operate the health centers;

**25.1.25** To manage, direct and control the Employer's mission, brand, programs, objectives, activities, resources and priorities and to establish health care policy and determine relationships between the Employer and governmental, educational and community agencies;

**25.1.26** To implement improved operational methods, practices, and procedures;

**25.1.27** To discontinue work for economic, medical or operational reasons;

**25.1.28** To determine the number, type, and location of facilities, operations, and service;

**25.1.29** To select supervisory employees; and

**25.1.30** To take such actions as may be necessary to carry out services or safeguard clinicians, employees, patients and community members during emergencies declared by the Employer.

**25.2** The above managerial rights shall not be exercised so as to violate any of the specified provisions of this Agreement. During the term of this Agreement, PPOSBC may exercise these rights without bargaining the right to do so, provided any modifications by PPOSBC are reasonable. However, for any changes that affect the material terms and conditions of employment (“material changes”), PPOSBC must give the Union the opportunity to meet and confer with PPOSBC prior to implementing such material changes. If the parties cannot reach a resolution within thirty (30) calendar days, the Company may proceed to implement such material changes as it determines appropriate, and if the parties cannot reach a resolution within ninety (90) days, the union shall have the option to pursue arbitration for a final and binding decision pursuant to Article 17. The arbitrator shall only have the ability to decide whether the material changes the Employer implements have been transparent, fair, and in good faith.

**25.3 No Waiver** - If either party does not exercise any function reserved to it, or if it exercises such function in a particular way, such conduct shall not be deemed a waiver of its rights to exercise such function in the future or preclude either party from exercising the same function in some way not in conflict with an express prohibition contained within this Agreement.

**[SIGNATURE PAGE FOLLOWS]**



**SIGNATURE PAGE TO AGREEMENT**

**between PLANNED PARENTHOOD and UNITED FOOD & COMMERCIAL WORKERS (April 1, 2025 – March 30, 2028)**

**IN WITNESS WHEREOF**, we attach our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**EMPLOYER:**

**THE UNION:**

\_\_\_\_\_

\_\_\_\_\_

DRAFT

## APPENDIX A: WAGE RATES

<b>Base Wage Rates for Administrative Medical Assistants*</b>				
<b>Base Wage Rate on Contract Ratification</b>	<b>April 1, 2025</b>	<b>October 1, 2025</b>	<b>October 1, 2026</b>	<b>October 1, 2027</b>
<b>Under \$23.00 per hour</b>	+\$1.00 additional dollars per hour in addition to base wage rate at time of ratification	Employees may (or may not) receive merit increases consistent with Article 9.2, or will receive at least \$25.00 per hour, whichever is greater	Employees may (or may not) receive merit increases consistent with Article 9.2, or will receive at least \$0.50 more per hour than on October 1, 2025, whichever is greater	Employees may (or may not) receive merit increases consistent with Article 9.2, or will receive at least \$0.50 more per hour than on October 1, 2026, whichever is greater
<b>\$23.00 or more per hour</b>	+\$1.00 additional dollars per hour in addition to base wage rate at time of ratification	Employees may (or may not) receive merit increases consistent with Article 9.2, above their April 1, 2025, rate. Employees will then receive \$1.00 more per hour.	Employees may (or may not) receive merit increases consistent with Article 9.2, or will receive at least \$0.50 more per hour than on October 1, 2025, whichever is greater	Employees may (or may not) receive merit increases consistent with Article 9.2, or will receive at least \$0.50 more per hour than on October 1, 2026, whichever is greater

\*This annual increase commitment is inclusive of any market and/or merit adjustment(s) provided in accordance with paragraphs 9.2.2 and 9.2.3 above. If the annual combined total of any such provided market and/or merit adjustment(s) exceeds fifty cents (\$0.50) per hour as of each of October of 2026 and October 2027, no additional increase will be provided; if no market and/or merit adjustment(s) are provided or the annual combined total thereof on those dates is less than fifty cents (\$0.50) per hour, the Employee will receive additional compensation to ensure a minimum of a fifty cent (\$0.50) per hour increase is provided annually.