

NUHW- Wellpath Alameda Negotiations  
TENTATIVE AGREEMENT

*The parties agree to add the following additional job titles to the existing collective bargaining agreement between NUHW and CFMG (Wellpath).*

- Director of Women’s Health (NP) - Exempt
- Discharge Planning Coordinator - Exempt
- Discharge Planner Booking (RN) - Exempt
- Medication Assisted Treatment (MAT) Program Coordinator- Exempt

**ARTICLE 8 WAGES**

Accretion of New Classifications in the Fall of 2024.

The parties agree to add these additional classifications to the wage scale in Article 8.

The parties agree that employees in these additional classifications maintain exempt status and receive a salary equivalent to the hourly wages in the wage scale, annualized. The parties agree that PRN employees in these classifications are hourly.

As of July 30, 2024, the parties agree that each employee in these additional classifications shall be placed onto the wage scale at the step commensurate with their date, and in accordance with section 8.14 of the CBA.

In the interim of the Cal AIM program, the Discharge Planning Coordinator performing the Cal AIM tasks will receive an additional \$3.00 per hour. No sooner than 90 days after the effective date of this agreement, the Employer shall provide 30 days’ notice, or as reasonably possible, to the Union prior to the intent of instituting any changes in job duties and/or pay. Any proposed changes are subject to notice and negotiations consistent with the National Labor Relations Board.

The Union’s position is that all economic improvements are retroactive as of November 17, 2024. The retroactive economic improvements may be paid in a lump sum within 90 days of the ratification of the agreement.

An employee who accepts a promotion will receive pay that is in accordance with section 8.14 of the CBA.

<b>Year 2 (May 1, 2024) Salary Exempt except for PRN or Part-time</b>										
<b>Job Title</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Year</b>	<b>5 Year</b>	<b>7 Year</b>	<b>10 Year</b>	<b>15 Year</b>	<b>20 Year</b>	<b>25 Year</b>	<b>30 Year</b>
Discharge Planning Coordinator	\$43.00	\$45.86	\$52.30	\$54.42	\$55.79	\$57.14	\$59.43	\$61.21	\$62.37	\$63.68
Discharge Planner Booking (RN)	\$65.00	\$68.23	\$78.92	\$82.07	\$84.13	\$86.19	\$89.63	\$92.32	\$94.17	\$96.06
Director of Women’s Health	\$88.61	\$90.32	\$92.07	\$93.85	\$95.68	\$97.54	\$99.44	\$101.37	\$103.35	\$105.36

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(NP)										
Program Coordinator MAT	\$65.00	\$69.00	\$78.39	\$80.98	\$83.89	\$86.68	\$89.29	\$91.32	\$93.22	\$95.10
<b>Year 3 (May 1, 2025-* – 4.0% Across-the-Board Increase)</b>										
<b>Job Title</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Year</b>	<b>5 Year</b>	<b>7 Year</b>	<b>10 Year</b>	<b>15 Year</b>	<b>20 Year</b>	<b>25 Year</b>	<b>30 Year</b>
Discharge Planning Coordinator	\$44.72	\$47.69	\$54.39	\$56.60	\$58.02	\$59.43	\$61.81	\$63.66	\$64.86	\$66.23
Discharge Planner Booking (RN)	\$67.60	\$70.96	\$82.08	\$85.35	\$87.50	\$89.64	\$93.22	\$96.01	\$97.94	\$99.90
Director of Women’s Health (NP)	\$92.16	\$93.93	\$95.76	\$97.60	\$99.50	\$101.44	\$103.41	\$105.42	\$107.48	\$109.57
Program Coordinator MAT	\$67.60	\$71.76	\$81.53	\$84.22	\$87.25	\$90.15	\$92.86	\$94.97	\$96.95	\$98.90
<b>Year 4 (May 1, 2026 – 5.0% Across-the-Board Increase)</b>										
<b>Job Title</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Year</b>	<b>5 Year</b>	<b>7 Year</b>	<b>10 Year</b>	<b>15 Year</b>	<b>20 Year</b>	<b>25 Year</b>	<b>30 Year</b>
Discharge Planning Coordinator	\$46.96	\$50.08	\$57.11	\$59.43	\$60.92	\$62.40	\$64.90	\$66.84	\$68.11	\$69.54
Discharge Planner Booking (RN)	\$70.98	\$74.51	\$86.18	\$89.62	\$91.87	\$94.12	\$97.88	\$100.81	\$102.83	\$104.90
Director of Women’s Health (NP)	\$96.76	\$98.63	\$100.54	\$102.48	\$104.48	\$106.51	\$108.58	\$110.69	\$112.86	\$115.05
Program Coordinator MAT	\$70.98	\$75.35	\$85.60	\$88.43	\$91.61	\$94.65	\$97.50	\$99.72	\$101.80	\$103.85

**ARTICLE 44 Director of Women’s Health (NP) ON-CALL PAY**

Employees in the job classification of Director of Women’s Health (NP) will receive fifty dollars (\$50) per call when called outside of the general hours of Monday-Friday 8:00am to 4:30pm.

The Director of Women’s Health will report to HSA, AHSA, and Medical Director once a week the number and dates of calls including the name of caller and Personal File Number (PFN) of the patient, if the PFN is available. The Director of Women’s Health will receive additional reimbursement of \$40.00 per month for use of their personal cellular device. The Employer will provide an 8x8 phone application and Tele-Health Platform.

When the Employer wants to implement on-call changes for all providers, the Employer shall provide 30 days' notice of the intent to change policy. Any proposed changes are subject to notice and negotiations consistent with the National Labor Relations Board.

### **ARTICLE 20 PAID TIME OFF**

The parties agree to modify 20.7 PTO HOLIDAYS as follows:

However, if the holiday falls on a day that an employee would otherwise be scheduled to work, and the employee's absence on that holiday is thereby occasioned by the Employer's discretion, then the employee shall have the option of either using PTO on that day or taking that day off unpaid. Exempt employees shall have the option of either using PTO on that day, taking that day off unpaid, or creating alternative work arrangements such as working from home when the clinics are closed for the holiday.

Exempt employees shall maintain their currently accrued two (2) floating holidays.

### **ARTICLE 2 – RECOGNITION**

*The parties agree to modify 2.4 JOB DESCRIPTIONS as follows:*

2.4 JOB DESCRIPTIONS The Employer shall maintain job a.k.a. position descriptions, which include summaries setting forth job duties for all bargaining unit positions and regular assignments, if applicable. When job descriptions for bargaining unit positions are revised to reflect significant (material) changes in duties, the Employer will give the Union at least fourteen (14) days advance notice of the contemplated changes.

Should the Employer desire to make any change to the job descriptions that would impact employees, the Employer shall bargain in good faith with the Union over the effects *prior* to implementing said change. If such bargaining is not completed within thirty (30) days after the Employer's originally proposed or announced effective date, the parties agree to continue bargaining if necessary to reach an agreement following the expiration of the thirty (30) day period. Any proposed changes are subject to notice and negotiations consistent with the National Labor Relations Board.

### **ARTICLE 35 EDUCATIONAL BENEFITS**

*The parties agree to modify 35.2 EDUCATIONAL STIPEND as follows:*

(b) Reimbursement for Nurse Practitioners, Physician's Assistants, and Director of Women's Health (NP). Nurse Practitioners, Physician's Assistants and Director of Women's Health (NP) will be eligible for reimbursement up to \$1500 or the amount allotted to the Physicians, whichever is greater.

(d) The Employer will continue reimbursement for licensure and DEA license 100% of cost for all Nurse Practitioners, Physician's Assistants, and Women's Health Directors;

*The parties agree to modify 35.3 CONTINUING EDUCATION LEAVE as follows:*

(d) Educational Leave Hours Provided. The Employer will provide Physician's Assistants, Nurse Practitioners, and Director of Women's Health (NP) forty (40) hours, per the Employer's practice, for paid education leave per year and the Employer will provide, Registered Nurses, Licensed Vocational Nurses, Dental Assistants, Discharge Planning Coordinators, Discharge Planner Booking (RN), and MAT Program Coordinators twenty-four (24) hours of paid educational leave per year to attend conferences, seminars or conventions related to skill enhancement for the employee's current job and maintenance of license or certificate required by law, after reasonable pre-approval by the Health Services Administrator or designee and proof of satisfactory completion of the course. Paid education leave may be used for home study courses with pre-approval from the Employer.

## **ARTICLE 45 EXEMPT EMPLOYEES**

### **A. EXEMPT EMPLOYEES**

The parties mutually recognize the professional exempt status of those employees in the job classifications of Discharge Planning Coordinator, Discharge Planner Booking (RN), Director of Women's Health (NP), and MAT Program Coordinator who meet the Exempt duties tests and applicable education tests under applicable law, and who meet the minimum salary requirement of two (2) times the California minimum wage for full-time employment annualized.

Exempt employees shall be paid on a salary basis and are not eligible for overtime. Non-exempt employees shall be paid on an hourly basis and are eligible for overtime.

Exempt employees are eligible for applicable differentials.

Some employees who work a regular schedule of less than forty (40) hours per week may be classified as exempt (if the conditions mentioned in the previous paragraph are met) while some employees who work a regular schedule of less than forty (40) hours per week may be classified as non-exempt (if the conditions mentioned in the previous paragraph are not met).

### **B. PROFESSIONAL HOURS AND GUARANTEED SALARY FOR EXEMPT EMPLOYEES**

Both parties recognize the professional nature of the work performed by the exempt employees covered by this Agreement. While each full-time employee, for example, will be scheduled to work forty (40) hours in a week, the employee's assigned daily and weekly work schedule may vary due to time requirements of specific assignments and seasonal variations in workload. For this reason, exempt employees shall not be subject to the time and attendance policy in the same way as non-exempt hourly employees. They shall not be penalized for time clock violations (e.g., clocking in late or clocking out early). Callouts within two (2) hours before usual shift shall accrue points. Absences protected by federal and state law (e.g., Kin Care, CFRA/FMLA, leave for reproductive

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loss, domestic violence, sexual assault or stalking leave, time off for voting, organ and bone marrow donor leave, military leave, bereavement leave) shall not accrue points.

Each exempt employee is entitled to build into their schedule time to take a meal period, but exempt employees will not clock in or clock out for meal periods.

While exempt employees may benefit from the flexibility of work hours, they also bear a responsibility both to their workloads or caseloads and to their departments/clinics, and they are expected to work the number of hours regularly scheduled. No employee shall report hours as worked that they did not complete, whether on site or virtual.

Where conditions require that exempt employees work beyond their scheduled hours to complete professional tasks related to their workloads or caseloads, they will not receive additional compensation. Similarly, it is understood that partial day absences (such as a personal appointment) will not result in reduced compensation. Partial day absences will not result in deductions from PTO banks, unless the employee requests a deduction from their PTO bank.

An exempt employee will receive an amount equal to their full salary for any workweek in which they perform any work, regardless of the number of days or hours worked, subject to the deductions from salary and/or PTO banks that are permitted by state and federal law for salaried employees.

An employee will receive an amount equal to their daily salary if they work any portion of a scheduled work day, regardless of the number of hours worked, subject to the deductions from salary and/or PTO banks that are permitted by state and federal law for salaried employees.

C. DEDUCTIONS AND ABSENCES FOR EXEMPT EMPLOYEES

a. Deductions for Full-Day Absences Generally

As permitted by law, an exempt employee's weekly salary may be reduced by an amount equal to the daily salary (e.g., 1/5th of the guaranteed weekly salary) for full day absences on a usual scheduled workday under the following circumstances:

- (1) Absence from work for one or more full days for personal reasons, other than sickness or disability;
- (2) Absence from work for one or more full days due to sickness or disability;
- (3) Proportionate rate of full salary for time actually worked in the first and last weeks of employment; and,
- (4) Unpaid leave taken pursuant to the Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA)

b. Deductions for Partial Day Absences Generally

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In the event an exempt employee works some portion, but not all, of their scheduled hours in a work day, the employee will receive an amount equal to their guaranteed salary for that day. If, however, an employee has been approved for intermittent family/medical leave (FMLA), the Employer may make deductions for partial day absences if no PTO or other paid leave time is available.

c. Work Not Available

No deductions from weekly salary will be made for absences occasioned by the Employer or by the operating requirements of its business unless permissible by law. If the exempt employee is ready, willing and able to work, deductions from salary and/or PTO banks will not be made for time when work is not available if any work was performed in that work week.

d. Absences for Exempt Employees with Banked PTO hours

- (1) Full Week Absences. In the event that an employee is absent for a full week in which the employee was or would have been scheduled to work, the Employer will reduce the employee's PTO bank in an amount equal to the number of hours that the employee was scheduled or regularly would have been scheduled to work during the missed week.
- (2) Full Day Absences. In the event that an employee is absent for a full day of work, the Employer will reduce their PTO bank by the number of hours that the employee was or regularly would have been scheduled to work.
- (3) Partial Day Absences. In the event an employee works some portion, but not all, of their scheduled hours in a work day, the employee will receive an amount equal to their guaranteed salary for that day unless the employee requests hours be deducted from their PTO bank pursuant to Article 20.5 of this Agreement. Further, if an employee has been approved for intermittent family/medical leave (FMLA), the Employer may substitute PTO in increments of less than a day for work hours missed for the approved FMLA leave.

e. Absences for Exempt Employees with No Banked PTO Hours

- (1) Full Week Absences. If an employee does not perform any work during a workweek and the employee does not have any PTO available, they will not be entitled to any salary for the workweek.
- (2) Full Day Absences. In the event that an employee is absent for a full scheduled day of work and the employee does not have any PTO available, the Employer will deduct an amount equal to percentage of time off in full-day increments taken by the employee to the extent permissible by law. For example, if a full-time employee who is scheduled to work five days in the workweek does not perform any work on a scheduled day for personal reasons, the Employer may deduct 1/5th of the employee's weekly salary.

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(3) Partial Day Absences. An employee who does not have any PTO available will receive an amount equal to the daily salary if the employee works any portion of a scheduled work day regardless of the number of hours worked. The only exception to this rule is that Employer may deduct from the guaranteed daily salary of an employee with no PTO bank who takes approved FMLA. Such a deduction shall be, according to applicable policy, a pro-rata share of the employee's regularly scheduled weekly hours (typically 40 hours for full time employees).

Signed on behalf of NUHW:

Ellen Kress		12/20/24
_____ PRINT NAME	_____ SIGNATURE	_____ DATE

Signed on behalf of Wellpath Alameda:

_____ PRINT NAME	_____ SIGNATURE	_____ DATE
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