



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

**Dignity Health
dba Dominican Hospital**

April 30, 2019 – August 18, 2023

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AGREEMENT

This Agreement is executed on this 30th day of April 2019. It is between Dignity Health, dba Dominican Hospital, (hereinafter for convenience called “the Employer”) and the National Union of Healthcare Workers (NUHW) (hereinafter for convenience called “the Union”). This Agreement is the embodiment of the understanding between the parties for the term that it shall be effective; and as such it represents a compromise of all interests resulting from collective bargaining process. The Employer and the Union, and each of the officers thereof executing this Agreement, jointly and severally represent that they are duly authorized to execute this Agreement.

PREAMBLE

It is the mutual intent of the parties that all employees of the Employer, managers, physicians and Union Representatives treat each other with dignity, respect, courtesy and trust, and that these principles shall also apply in all dealings with patients and visitors. It is further the intent of the parties that the provisions of this Agreement further these goals.

ARTICLE 1 – SHARED VISION AND RESPONSIBILITY

The Employer and the Union share a commitment to provide high quality, therapeutic, accessible, affordable healthcare to the communities they serve. The Employer and Union further agree that they will use their best efforts to provide the highest level of patient care and that they will work together to improve the lives of the people and communities they serve by respecting the inherent value and worth of each person; working together with people who support common values and visions to achieve shared goals; advocating for social change and acting in ways that promote respect for all persons and each other and demonstrate compassion; cultivating the resources entrusted to promote healing and wholeness; and exceeding expectations through teamwork and innovation. Both parties recognize that it is also to their mutual advantage to have efficient and continuous operations of the Hospital in order to provide quality patient care.

ARTICLE 2 – RECOGNITION OF UNION AND EXCLUSIONS

2.1 UNION RECOGNITION

The Employer recognizes the Union as the collective bargaining representative in a single bargaining unit for employees covered by this Agreement. This Agreement shall apply to all employees included in NLRB Case 32-RC-202134 and NLRB Case 32-RC-210375.

2.2 APPLICATION TO OTHER EMPLOYEES

This Agreement shall also apply to any employees who are added to the bargaining unit by unit clarification, accretion and/or agreement by the parties. The current job classifications covered are listed in Appendix A.

2.3 NEWLY ESTABLISHED CLASSIFICATIONS

This Agreement shall also apply to any other classification(s), which may be established within the scope of duties now included within this bargaining unit.

2.4 JOB DESCRIPTION & JOB CLASSIFICATION

- a. New Classification. In the event that the Employer establishes a new classification within the bargaining unit, in addition to those now in existence, the Employer and the Union will meet to negotiate with respect to rate of pay and job duties prior to implementation. The parties will make a good faith effort to reach a settlement. If the parties are not able to reach agreement, the Employer may implement and the Union may within fifteen (15) days submit the dispute to expedited arbitration for final and binding resolution. Any monetary remedy resulting in a higher rate of pay for an employee shall be paid retroactively to the start of the job or the start date of each individual employee in the new position.
- b. Change in Job Description. The Employer shall maintain and review job descriptions for all classifications which will be remitted to the Union. It is recognized that changes of job titles and duties contained in this Agreement may be necessary. In the event the Employer intends to change job titles or job duties, it will send the Union a draft of the changes with the changes indicated in advance of implementation. Within fifteen (15) days, the Union may request and the Employer will agree to meet to negotiate with respect to the proposed change. The parties will make a good faith effort to reach a settlement. If the parties are unable to reach an agreement the Employer may implement and the Union may within fifteen (15) days submit the dispute to expedited arbitration for final and binding resolution.
- c. Providing Job Descriptions. Upon request to the Human Resource Director, or designee, the Employer shall provide the Union or employee with any existing job description and/or individual position description, for covered employees, which have not previously been provided to the Union. These shall be made available to the requesting party within five (5) calendar days of any request.

2.5 SUPERVISORY EMPLOYEES

- a. The Employer recognizes the fact that bona fide supervisory employees (pursuant to NLRB definition) are only those who have the authority to hire, promote, discipline, discharge or otherwise effect changes in the status of employees or effectively recommend such action.
- b. The Employer shall not establish jobs or job titles for the purpose of excluding work or employees from the bargaining unit as established in this Article of the Agreement and shall not hire or utilize existing supervisors to perform bargaining unit work.
- c. Supervisory employees will not perform duties normally performed by employees falling within the scope of this Agreement except for emergencies requiring immediate action, or under circumstances that are beyond the control of the Employer, or for training situations where the performance of bargaining unit work

may be required but is limited and minimal. Supervisory employees may perform bargaining unit work where necessary to maintain required competencies, but is limited and minimal, or in an emergency and/or a situation where the delivery of healthcare services or important operations could be compromised and it would be necessary for a supervisor to assist until an appropriate bargaining unit employee is available.

- d. For the life of this Agreement, the Employer agrees not to and expressly waives any right it may have to withdraw recognition, to petition for unit clarification, or in any other way to challenge the inclusion in the bargaining unit of any employees or classifications or job titles who or which are currently included in the unit on the grounds that they are or may be supervisory.

ARTICLE 3 – SUBCONTRACTING

The Employer shall give the Union at least ninety (90) days' notice of its intent to subcontract any bargaining unit work. If no agreement is reached between the Employer and the Union regarding the decision to subcontract and its effects, within forty-five (45) days (the earliest possible strike date) after the Employer has provided the Union notice of its intent to subcontract, the Union may suspend Article 33 (No Strike/No Lockout) provision of the Agreement with regard to subcontracting. The Union shall provide such notice in writing and in compliance with applicable law.

ARTICLE 4 – EQUAL EMPLOYMENT OPPORTUNITIES

4.1 DISCRIMINATION

- a. Neither the Employer nor the Union will engage in conduct that would constitute unlawful discrimination under the National Labor Relations Act. Union activities shall not interfere with the normal operations of the Employer.
- b. Neither the Employer nor the Union shall discriminate for or against any employee because of race, creed, color, religion, age, sex, sexual orientation, gender identity, national origin, ancestry, disability, medical condition, veteran status (including Vietnam-era or disabled veteran status), gender identity, political affiliation, marital status or in violation of any City, State or Federal laws.
- c. Each party retains its right to challenge any administrative, judicial or other ruling or interpretation of any applicable laws relating to any form of discrimination if it disagrees with such ruling or interpretation.

4.2 EQUAL PAY

There shall be no distinction in the wages paid to men and the wages paid to women for the performance of comparable quality and quantity of work in the same or similar operations.

ARTICLE 5 – UNION MEMBERSHIP

5.1 UNION MEMBERSHIP REQUIREMENTS

- a. During the life of this Agreement, employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to federal law. Compliance is required by the thirty-first (31st) day after employment or the thirty-first (31st) day after the date of this Agreement, whichever is later.
- b. The Union shall notify the Employer and the affected employee in writing of the employee's failure to comply with the provisions of this Article and shall afford such employee fifteen (15) work days, after the employee has been mailed such notice at his or her last known address, in which to comply. If said employee does not comply with the provisions of this Article within the fifteen (15) day period following actual notice, the employee shall be promptly terminated, upon written notice of such fact from the Union to the Employer. The Union will hold the Employer harmless from any claims or liability arising from this Article, including the expense of defending against such claims.

5.2 NOTICE TO NEW EMPLOYEES

At the time a new employee, who will be subject to this Agreement is hired, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by the Agreement and a Union application and dues authorization form. This written notice shall quote or paraphrase the provisions of this Article of the Agreement. The Employer will also provide each new employee with a list, prepared by the Union, of current shop stewards, their departments and/or work areas and telephone numbers.

5.3 DEDUCTION OF UNION MEMBERSHIP FEES

- a. The Employer will honor written assignments of wages to the Union for the payment of Union membership fees when such assignments are submitted in a form agreed to by the Employer and the Union.
- b. The Employer will promptly remit the membership fees deducted pursuant to such assignments together with a list on disk or electronically showing the following information for employees:
 - i. Union rate,
 - ii. former and new department,
 - iii. shift,
 - iv. status (i.e. full-time, part-time, per diem, casual, or temporary),
 - v. and date of transfer.

The Employer is not required to provide that data for employees, who have transferred out of the bargaining unit, other than a list of employees with their name, former and new department, date of transfer and social security number.

ARTICLE 6 – COPE CHECK-OFF

- 6.1 The Employer hereby agrees to honor voluntary contribution/deduction authorizations from its employees who are Union members in the following form attached as Appendix C.
- 6.2 The Union will hold the Employer harmless against any claim which may be made by any person by reason of the COPE deductions described herein, including the cost of defending against such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

ARTICLE 7 – NEW EMPLOYEES, ORIENTATION, EMPLOYEE LISTS

7.1 MATERIALS PROVIDED

During the new hire orientation, the Union may provide employees with materials including:

- a. A copy of the provisions of this Agreement;
- b. A Union membership form;
- c. A list of shop stewards, prepared by the Union, showing their departments and/or work areas and telephone numbers; and
- d. Other Union material provided that it does not disparage the Employer.

7.2 UNION PRESENTATION

During the new hire orientation for new employees, the Union representative will have up to thirty (30) minutes during such program at a time designated by the Employer, to make a presentation about the Union and discuss certain terms of this Agreement. In the event a shop steward is assigned to make the presentation, the steward shall be released from work without loss of pay to participate in the Union presentation, provided that patient care permits. Where such program is regularly scheduled such release should normally occur.

7.3 The Employer will provide the Union the following information no later than the tenth (10th) of each month on disk or electronically.

- a. A list of new hires, including their name, home address, home phone number, classification, wage rate, department, shift, status (i.e. full-time, part-time, per diem, casual, and temporary), and date of hire;

- b. A list of terminations, including the name, home address, home phone number, classification, department, shift, status (i.e. full-time, part-time, per-diem, casual, and temporary), date of termination, and reason for termination (i.e. resignation, discharge, reduction in force, retirement etc.); and
- c. A list of employees who have transferred into, or within the bargaining unit, including their name, home address and phone number in addition to the employee's former and new classification, former and new wage rate, former and new department, shift, status (i.e. regular, part-time, per diem, casual or temporary), and date of transfer. The Employer is not required to provide that data for employees who have transferred out of the bargaining unit, other than a list of employees with their name, former and new department, date of transfer and social security number.

ARTICLE 8 – PROBATIONARY PERIOD

8.1 NINETY-DAY PROBATIONARY PERIOD

All employees shall be on a probationary period for ninety (90) calendar days.

8.2 DISCIPLINE AND DISCHARGE DURING PROBATIONARY PERIOD

At its sole discretion, the Employer may discipline or terminate any employee prior to the completion of the probationary period and such discipline and termination shall not be subject to Article 29 (Grievance and Arbitration Procedure). This paragraph shall not preclude a grievance alleging solely a violation of Article 4 (Equal Employment Opportunities) by the Union during the employee's probationary period.

8.3 EXTENSION OF PROBATIONARY PERIOD

An employee's probationary period may be extended an additional ninety (90) calendar days by mutual agreement of the Employer and the Union and such agreement shall not be unreasonably denied.

8.4 LEAVES DURING PROBATIONARY PERIOD

The probationary period shall be automatically extended by the period of any leave of absence that commences before the conclusion of the probationary period.

8.5 NEWLY HIRED PHARMACISTS

Newly hired Pharmacists shall be given training, as appropriate, and the Employer will take into account the competency of the employee when given an assignment. The Hospital shall have the sole and exclusive right to determine and monitor the competencies of its employees.

ARTICLE 9 – CATEGORIES OF EMPLOYEES

9.1 EMPLOYEE CATEGORIES DEFINED

- a. There shall be five (5) employee categories:
 - i. Full-time (benefited);
 - ii. Part-time (benefited);
 - iii. Per Diem;
 - iv. Casual; and
 - v. Temporary
- b. Full-time Employee. A Full-time employee is one who works seventy-two (72) or more hours per two (2) week pay period.
- c. Part-time Employee. A Part-time employee is one who works at least forty (40) hours per two (2) week pay period and fewer than seventy-two (72) hours per two (2) week pay period.
- d. Per Diem Employee. A Per Diem employee is employed on an intermittent basis subject to the Employer's current scheduling practices and availability requirements by Unit. Such employees may accumulate credited hours provided under the retirement plan if they meet the requirements of the plan.

A Per Diem employee may be terminated if he/she refuses to work pre-scheduled assignments conforming to the availability requirements of his/her Unit but the Employer will consider extenuating circumstances.
- e. Per Diem In-Lieu-of-Benefits Differential. A Per Diem employee's pay rate shall be ten percent (10%) over scale.
- f. Casual Employee. A Casual employee is employed on an intermittent basis and not subject to availability requirements. Such employees may accumulate credited hours provided under the retirement plan if they meet the requirements of the plan. Casual employees are not eligible for an in-lieu-of-benefits differential.
- g. Temporary Employee. A Temporary employee is one who is hired to work either Part-time or Full-time for a specified, limited period of time and for a specific and temporary purpose to replace a specific employee on a leave of absence or for a short-term project when bargaining unit employees have been solicited and the need cannot be filled.
 - i. The specified period of employment for a Temporary employee shall not extend beyond ninety (90) calendar days. The ninety (90) calendar days may be extended in any given case by mutual agreement of the Employer and the Union, and the Union's agreement to such extension will not be unreasonably denied.

This period may not be extended by the use of temporary assignments beyond a twelve (12) month period.

- ii. Temporary Employees are not eligible for any employee benefits, unless specifically provided in this Agreement.
- iii. In the event a Temporary employee becomes a Full-time or Part-time employee, the qualifying date for pay raises starts with his/her most recent date of continuous employment.

9.2 CATEGORY CHANGE

- a. If total Part-time, Per Diem or Casual hours on a shift that are equal to or greater than a Part-time or Full-time position in the same department, classification, assignment and shift for a continuous ninety (90) day period, a discussion between the Union and the Employer will occur, upon request, to resolve the reclassification issue. Should the parties mutually agree that a position should be posted, it shall be filled in accordance with the preference order language of the Agreement, Article 12 (Job Vacancies, Posting and Bidding).
- b. Any category change to benefited employee status under this Section shall be effective the beginning of the pay period closest to the date of such category change. Employer payments for health insurance benefits shall be effective on the first (1st) day of the second (2nd) month following the effective date of the reclassification. Any waiting period required under the plan shall apply.
- c. If retroactive corrections in status are made, health benefits and life insurance shall be effective prospectively (at the beginning of the following month), and the employee shall have no deduction for any premium in-lieu-of-benefits received in the interim. Any waiting period required under the plan shall apply.

9.3 REDUCTION IN STATUS

Employees may request a reduction in regularly scheduled hours. Such requests shall be approved or denied at the Employer's sole discretion, however, requests will not be unreasonably denied, and when approved, will be offered by seniority. Staffing needs and patient care considerations will be considered when deciding whether to grant any request.

ARTICLE 10 – SENIORITY

10.1 SENIORITY DEFINED

- a. Employees Hired on or before April 30, 2019. For those employees in the bargaining unit on or before April 30, 2019, seniority shall commence upon the most recent date of hire by the Employer.

- b. Employees Hired after April 30, 2019. For those employees hired after April 30, 2019, seniority shall commence upon the most recent date of hire into a bargaining unit position.
- c. Tie Breaker. When a tie breaker is needed, the lowest number of the last four digits of the employee's social security number will determine the seniority order.
- d. Application of Seniority for Leads. For the application of seniority within a classification that may have a Lead position, there shall be no difference between a Lead and his/her colleagues.

10.2 RETURN TO BARGAINING UNIT

Any bargaining unit employee who accepts a non-bargaining unit position with the Employer may return to the bargaining unit without a break in seniority provided that there exists a vacancy to return to and that such return occurs within six (6) months of the acceptance of the non-bargaining unit position.

10.3 SENIORITY LIST

The Employer shall maintain seniority lists which will be provided to the Union every six (6) months.

10.4 LOSS OF SENIORITY

Seniority shall be terminated by:

- a. Discharge with cause;
- b. Termination of employment without rehire in excess of forty-five (45) days;
- c. Failure to return to from a leave of absence in accordance with the terms of the leave; and
- d. Layoff without recall/rehire in excess of twenty-four (24) months.

ARTICLE 11 – DEPARTMENT AND UNIT STRUCTURE

11.1 DEPARTMENTS

For purposes of this Agreement Departments shall be defined as follows:

- a. Department of Home Health and In-Patient Physical Therapy/Occupational Therapy/Speech Therapy
- b. Department of Nutritional Services/Cancer Center/Life Style Management
- c. Department of Pharmacy

11.2 UNITS

Units within each of the Departments listed in 11.1 will be defined as follows:

- a. Department of Home Health and In-Patient Physical Therapy/Occupational Therapy/Speech Therapy
 - i. Home Health Unit (PT, OT, Speech)
 - ii. In Patient Therapies Unit (PT, OT, Speech)
 - iii. NICU Unit (PT, OT)
- b. Department of Nutritional Services/Cancer Center/Life Style Management
 - i. Life Style Management Unit (Registered Dietitian, Exercise Physiologist)
 - ii. Nutritional Services Unit (Registered Dietitian)
 - iii. Cancer Center Unit (Registered Dietitian)
- c. Department of Pharmacy
 - i. Pharmacy Unit (Pharmacists)

11.3 APPLICATION OF SENIORITY

Within Units and Departments, seniority shall apply as follows:

- a. Application of Seniority within the Department:
 - i. Article 12 - Job Vacancies, Posting and Bidding and
 - ii. Article 13 - Job Employment Security
- b. Application of Seniority within the Unit:
 - i. Article 17 - Paid Time Off/Extended Sick Leave (including Holidays)
 - ii. Article 16 - Hours of Work
 - iii. Article 14 - Call Offs

11.4 ARU AND INPATIENT ACUTE THERAPISTS' RELATIONSHIP

It is understood that, on a regular basis, ARU and Inpatient Acute Therapists will work on their primary unit, but to maintain flexibility in scheduling for vacations, holidays and sick calls, the Employer will continue to float trained employees between ARU and Inpatient Acute care in accordance with current practice.

ARTICLE 12 – JOB VACANCIES, POSTING AND BIDDING

12.1 POSTING OF VACANCIES

- a. Posting Period. When a vacancy subject to this Agreement occurs in any Department, a notice of that vacancy shall be posted electronically for a minimum period of seven (7) days before the Employer fills the job.
- b. Temporary Filling of a Vacancy. This does not prevent the Employer from filling the vacancy on a temporary basis until such position is filled.

12.2 BIDDING ON POSTED VACANCIES

- a. Probationary Employees. Any employee who has completed his/her probationary period may apply for a posted vacancy. Probationary employees may apply for posted vacancies only within the same Unit.
- b. Preference Over Outside Applicants. In filling any vacancy, all qualified employees shall be preferred over outside applicants regardless of when the employee submits the bid, unless an offer of employment for the position has already been extended.
- c. Reasons a Position May Not Be Posted. The parties recognize that there are reasons why a posting would not be warranted: to avoid a layoff, to avoid excessive call-off, to effectuate changes due to loss of volume, to meet legal/legislative requirements, to change skill mix, to change services or business lines. In all cases where the Employer intends not to post a vacancy, it will so notify the Union, in writing, within thirty (30) days of the date on which the position became available.
- d. Change in Skill Mix. In the event that there is a change in skill mix within a Unit, the Employer and the Union agree to bargain over the impact of such decision if there is a corresponding fulltime equivalent (FTE) reduction (which includes failure to post vacant positions) within that Unit.
- e. Contents of Posting. Postings shall include the hours, shift, days off (fixed or variable) and primary assignment (where applicable), and qualifications.
- f. Restrictions on Bidding. An employee who applies for and is awarded a posted position may not be awarded another posted vacancy within the next three (3) months. This rule shall not apply if:
 - i. A posted vacancy arises in the same Unit which would change the number of pre-scheduled hours of the bidding employee, or the scheduled start and end times, or the days of work and days off, or the employee's shift, or would change the employee's classification;
 - ii. The bidding employee is in his/her current position as a direct result of a job change or layoff.
- g. Preference Order. Seniority shall govern in awarding a position to qualified employees. Qualified employees must meet all reasonable qualifications of the job established by the Employer, including reasonable attendance, ability and performance standards. The Employer has the burden to establish reasonable judgment was applied in establishing the minimum ability and performance requirements. Selections will be made in accordance with the above requirements in the following order:
 - i. Full-time and Part-time employees in the Department
 - ii. Per Diem employees in the Department

- iii. Casual employees in the Department
- iv. Temporary employees in the Department
- v. Full-time and Part-time employees outside the Department
- vi. Per Diem employees outside the Department
- vii. Casual and Temporary employees outside the Department
- viii. Outside applicants

12.3 NOTIFICATION OF SELECTION

Employees submitting a bid for a posted vacancy under this Article shall be informed by the Employer within fourteen (14) days from the conclusion of the interview process whether or not they are awarded the position.

12.4 EXTERNAL SELECTION

For vacancies that are not filled internally (i.e. according to the preference order set forth above), the Employer may employ the person who, in its judgment, will make the best employee. The Employer shall be the sole judge of the fitness of any applicant.

12.5 LIMITATION

It is understood that any bid under this Article is limited to vacancies in bargaining unit positions and not to assignments arising from rotation of personnel, paid time off, or sickness relief.

12.6 EVALUATION PERIOD AFTER PROMOTION OR TRANSFER(S)

Employees who are promoted to a new position or who transfer to another position through the bidding process shall have orientation as necessary, and such employees shall have up to ninety (90) days of evaluation of their performance. If, at any time within such ninety (90) day period, 1) the employee fails to perform satisfactorily; or 2) if the employee chooses to return to his or her former position, such employee shall be returned to his/her former position including shift, assignment, and scheduled hours without loss of seniority, if it is still available. If the employee's former position is not available, the employee shall be returned to a comparable position in the same classification.

ARTICLE 13 – JOB EMPLOYMENT SECURITY

13.1 EMPLOYMENT AND INCOME SECURITY

The parties acknowledge a common goal and intent of providing employment and income security to employees. Insofar as practicable, the Employer will make every effort to avoid reductions in force (lay off), reduction in hours, daily cancellations, and job eliminations on a temporary, indefinite, or permanent basis. As such, it is the objective of the parties to avoid the layoff of any bargaining unit employee, but recognize that this may not always be possible. In the event that a reduction in force is unavoidable the

Employer, as agreed by the parties, will make use of attrition, growth of business, hiring freezes, reduction in hours, change in shift, leaves of absences, training, voluntary severance, job transfers, placement at other Dignity Health facilities, and other mechanisms.

13.2 REDUCTION IN FORCE OR JOB ELIMINATION

Immediately upon notice to the Union of any potential layoff under this Article, the Employer shall freeze vacant bargaining unit positions within the impacted classifications that potentially laid off employees may be qualified to perform or could be qualified to perform with reasonable training. Such positions shall be filled in accordance with Article 12 (Job Vacancies, Posting and Bidding) by mutual agreement of the parties, or by following the resolution of the proposed reduction in force.

The Employer and Union commit to creating a process for the redeployment of laid off employees when their positions are eliminated. In order to benefit from this mutual intention, employees must be willing to participate in the available job opportunities.

A job opportunity is defined as an offer of employment at Dominican Hospital in any position for which the employee is competent to perform and which is comparable in hours, pay, and benefits and is within a reasonable geographic area. Full-time and Part-time employees who are not offered a job opportunity, will receive severance pay as outlined below.

13.3 COMMITMENT TO EXPEDITIOUS RESPONSE TO A REDUCTION IN FORCE

The Union and the Employer agree, commit, and acknowledge their mutual intention to meet and resolve staffing changes in an expeditious manner. It is the intent of the parties that in situations involving fewer than ten (10) employees, alternatives to layoff should normally be identified and implemented in thirty (30) or fewer days. It is the intent of the parties in situations involving the layoff of more than ten (10) employees, the process should be identified and implemented in sixty (60) or fewer days. However, it is recognized that there may be some situations where meeting these intended timelines is not possible.

13.4 IMPLEMENTATION OF REDUCTION IN FORCE

Insofar as practicable, if after exercising every effort to avoid layoff in accordance with Sections 13.1 and 13.2, above, it is necessary to conduct a layoff, then such layoff shall be undertaken as set forth below. It is the intent of the following provisions to protect the most senior employees in the case of reductions, and to preserve their shift and hours as is practicable under the circumstances.

If, after considering other alternatives, the Employer implements a reduction in force, the following order of reductions in the affected classification will occur:

- a. Volunteers of the affected classification;
- b. Agency employees/Travelers;
- c. Temporary employees;

- d. Casual employees;
- e. Per Diem employees;
- f. Full-time and Part-time employees.

Reductions in Force will be conducted by job classification within the affected Department. Departments are listed in Article 11 (Department and Unit Structure). Within each job classification, reductions will occur by seniority as defined in Article 10 (Seniority), provided that, the abilities of the employees who remain are adequate with reasonable orientation.

For purposes of this Article, the term "classification" shall be interpreted as including all levels within a classification for which the employee can be qualified as a result of training of ninety (90) or fewer days.

In the event the application of this Section 13.4 would result in unreasonable disruption of unit operations, the Employer and Union agree to meet and bargain alternatives.

Employees subject to layoff shall be given the option to fill any vacancy for which they are qualified at any Dignity Health facility (subject to the terms of any collective bargaining agreement in effect, if any). Any employee placed in such a vacancy shall retain their recall rights to a bargaining unit position and bargaining unit seniority. Any employee affected by a reduction in force may elect to be reclassified as a casual or per diem employee, and such reclassification shall not affect the employee's eligibility for recall or severance.

13.5 NOTIFICATION

Except as provided in Article 31 (Change of Ownership), the Employer will notify the Union and affected employees thirty (30) days prior to implementing a decision to permanently or indefinitely layoff or reduce the hours of Full-time or Part-Time benefited employees. Where possible, additional notice will be given. Upon request from the Union, the Employer will negotiate with the Union as required by law or the Collective Bargaining Agreement.

13.6 ALTERNATIVE ARRANGEMENTS

Upon mutual agreement, the Union and the Employer may agree to an alternative arrangement regarding reduction in force.

13.7 SEVERANCE PAY

Full-time and Part-time employees who are laid off in accordance with this Article, will receive severance pay, in a lump sum, according to the following schedule:

SERVICE	SEVERANCE
Less than 1 year	4 week's pay
At least 1 year but fewer than 2 years	5 week's pay
At least 2 years but fewer than 3 years	6 week's pay

SERVICE	SEVERANCE
At least 3 years but fewer than 4 years	7 week's pay
At least 4 years but fewer than 5 years	8 week's pay
At least 5 years but fewer than 7 years	9 week's pay
At least 7 years but fewer than 9 years	10 week's pay
At least 9 years but fewer than 10 years	11 week's pay
At least 10 years but fewer than 15 years	12 week's pay
At least 15 years	15 week's pay

Part-time benefited employees will receive severance pay, per the schedule above, prorated in direct proportion to their FTE status.

13.8 BENEFITS

Laid off employees who are covered by Employer-sponsored Health Insurance will be covered until the last day of the calendar month in which the thirty (30) day notice period ends. The Employer also will pay affected employees a lump sum equivalent to two (2) months' premiums for COBRA coverage for health, dental and vision insurance.

13.9 RECALL

- a. For a period of twenty-four (24) months from the date of layoff, employees are entitled to recall. In order to be eligible for recall, the employee must keep the Employer informed as to his/her current address and current telephone number. Recall notice to employees on layoff shall be sent by certified mail, return receipt requested, to the employee's last known address, with a copy sent to the Union. The employee must return from lay-off within ten (10) working days after receipt of notice to return to work, unless there are mitigating circumstances or by mutual agreement with the employee or the Union or lose all recall privileges.
- b. Within the period specified and subject to qualifications, employees who, as a result of a reduction, are laid off, may use their seniority to bid on vacant positions.
- c. An employee shall remain on the recall list unless he or she is offered and declines a position in the same employment category and classification in the same Department at Dominican Hospital, on the same shift, and with the same number of hours as the position from which he/she was laid off or reduced.
- d. An employee's unused extended sick leave will be reinstated if the employee resumes work during the recall period of twenty-four (24) months.

13.10 GENERAL SEVERANCE PROVISIONS

- a. Severance is calculated at the employee's most recent base salary level but does not include overtime or any other non-salary payments.

- b. To receive severance, the employee must sign a general release prepared by the Employer waiving all claims against the Employer, including but not limited to claims under this Agreement, claims under Title VII, Age Discrimination in Employment Act (“ADEA”), Americans with Disabilities Act (“ADA”), Fair Employment and Housing Act (“FEHA”), etc.
- c. An employee’s signing of a general release for receipt of severance pay will not preclude the Union’s ability to grieve the employee’s layoff or recall rights pursuant to the terms of the Agreement. In the event an arbitrator awards back-pay, any severance monies paid will offset any such award.
- d. Additionally, the Union and the Employer will make a good faith effort to reach agreement regarding a layoff. If the parties are not able to reach agreement, the Employer may implement and the Union may, within fifteen (15) days of the effective date of the layoff, submit the dispute to expedited arbitration for final and binding resolution.
- e. Effective beginning the date of this Agreement, an employee who is laid off; receives severance pay and is returned to work before the period which severance pay covers, shall have their future entitlement for severance pay adjusted accordingly (e.g., The employee who receives ten (10) weeks’ severance pay and is returned in five (5) weeks would have five (5) weeks less severance pay in the future.).
- f. These severance provisions will not apply in the case of the sale of all or part of a covered entity where the purchaser extends a job offer to bargaining unit employees and there is no closure of the entity.

ARTICLE 14 – CALL-OFFS

14.1 EVERY EFFORT TO AVOID CALL-OFFS

Insofar as it is practicable, if after exercising every effort to avoid call-offs in accordance with Article 13 (Job Employment Security), it may be necessary to require an employee to take time off without pay during temporary periods of low census or on other occasions when staffing needs to be adjusted on a temporary basis (“House Convenience” or “Low Census”, hereafter referred to as “call-offs”). Call-Off time must be approved by a supervisor or Unit manager. Eligible employees who are called off may take time off without pay or use PTO (where applicable), at the employee’s discretion.

14.2 CALL OFF TIME AS TIME WORKED

If an employee is called off, the hours that an employee was scheduled to work shall count as time worked for the following, including but not limited to:

- a. Vesting and service credit under the retirement plan;
- b. Waiting periods under health insurance and other fringe benefit plans;
- c. PTO accruals

- d. Application of Shift Differential
- e. Years of Service for Step advancement

14.3 ORDER OF CALL-OFF (NOT APPLICABLE TO HOME HEALTH)

Subject to patient care considerations and staffing needs, when it is necessary to call-off employees in a Unit pursuant to this Article, the following procedure shall be followed, and the employee shall be called-off in the following order:

- a. Volunteers,
- b. Travelers (up to three [3] times per thirteen [13] week contract),
- c. Employees receiving overtime or other premium pay;
- d. Temporary employees;
- e. Casual Employees;
- f. Per Diem employees;
- g. Part-time employees working shifts over and above their regular schedule;
- h. Full-time employees and Part-time employees working their regular schedule.

The Employer will accept volunteers for call-offs before any other employees, provided that such voluntary call-offs do not result in retaining an employee at premium pay who would have been called off if the Employer followed the list above, unless the Employer permits.

Within each category above, call-offs shall be by rotation in reverse order of seniority within a Unit provided that the remaining employees are qualified and able to perform the work. In the case of volunteers, rotation shall begin by seniority. If a Therapist is currently serving as a Clinical Instructor, said employee will be exempt from the call-off rotation during this period.

The Employer shall maintain records of call-offs, the Union will be permitted to review such records in each respective Unit covering a reasonable period of time prior to the Union's request.

14.4 HOME HEALTH CALL OFF

In the event of low census in a geographic case assignment area:

- a. Employees may request a voluntary call off.
- b. Full-time and Part-time employees will receive preference over Per Diem or Casual employees in new case assignments.
- c. Employees who wish to avoid call-off will have the option of taking case load from employees working in excess of their FTE status or taking new case assignments outside their geographic area.

14.5 CALL-OFF NOTICE

The Employer will call-off employees at least two (2) hours prior to the commencement of their scheduled shift.

14.6 CALLED-OFF EMPLOYEES OFF THE SCHEDULE

If an employee has been called-off the day before he/she was scheduled to work and subsequently, the need arises for the employee's shift to be covered, the Employer will contact the employee to offer him/her the shift. Once called off, an employee is considered off the schedule and shall not be required to maintain contact or be available to work.

ARTICLE 15 – CLASSIFICATIONS & WAGES

15.1 SCHEDULE OF WAGES

a. See Appendix A.

b. Wage Increases

- i. Effective the second (2nd) full pay period following April 30, 2019, all employees will receive a three percent (3%) across-the-board increase. The wage scale in Appendix A will not be adjusted.
 - ii. Effective the first (1st) full pay period following April 30, 2020, all employees will receive a three percent (3%) across-the-board increase and the wage scale will be adjusted by three percent (3%).
 - iii. Effective the first (1st) full pay period following April 30, 2021, all employees will receive a three percent (3%) across-the-board increase and the wage scale will be adjusted by three percent (3%).
 - iv. Effective the first (1st) full pay period following April 30, 2022, all employees will receive a three percent (3%) across-the-board increase and the wage scale will be adjusted by three percent (3%).
 - v. Effective the first (1st) full pay period following April 30, 2023, all employees will receive a three percent (3%) across-the-board increase and the wage scale will be adjusted by three percent (3%).
- c. Step Administration – Step Increases Applied only in September. Effective the second (2nd) full pay period in September each year, beginning in September 2019, all employees eligible for a step increase based on their years of service in that calendar year will receive a step increase.

- d. Scale Placement. Employees' scale step value will be based on years of Dignity Health Service. Employees will be placed on the scale in accordance with the following:
- e. November 2019 Scale Placement Adjustments. Effective the first (1st) full pay period of November 2019, each employee who is not yet on the rate provided on the wage scale will receive an increase as follows:
 - i. Employees with fewer than fifteen (15) years of service at Dominican Hospital shall receive a two percent (2%) increase or the appropriate placement on the wage scale, whichever is less.
 - ii. Employees with fifteen (15) years or more of service at Dominican Hospital shall receive a four percent (4%) increase or appropriate placement on the wage scale whichever is less.
- f. November 2020 Scale Placement Adjustments. Effective the first (1st) full pay period of November 2020 each employee who is not yet on the rate provided on the wage scale will receive an increase as follows:
 - i. Employees with fewer than fifteen (15) years of service at Dominican Hospital shall receive a two percent (2%) increase or the appropriate placement on the wage scale, whichever is less.
 - ii. Employees with fifteen (15) years or more of service at Dominican Hospital shall be brought to scale.
- g. November 2021 Scale Placement Adjustments. Effective the first (1st) full pay period of November 2021 any remaining employees who are below scale after the foregoing wage increases shall be brought to scale.

15.2 PAY DAY

- a. All wages shall be paid on the basis of two (2) week periods.
- b. Payday shall be Friday but when a payday falls on a Holiday, the Employer shall make pay checks available on the day before.
- c. Direct deposit shall continue to be offered to all employees and shall be transmitted to the designated financial institution no later than the designated payday.
- d. If the Employer uses symbols on payroll checks, such symbols shall be explained to an employee upon request. All records of paid time off accounts shall accurately reflect balances through the most recent pay period ending date.

15.3 PAY CHECK ERRORS

- a. Employer errors resulting in underpayments to employees shall be corrected and an additional check for the underpayment amount shall be issued to the employee within two (2) business days.

- b. Upon timely notification from the employee, employee errors will be corrected as soon as possible but no later than the next paycheck.
- c. Unless otherwise mutually agreed, other payment errors resulting in improper payments (e.g. overpayment) shall be corrected by the same amount and over the same number of pay periods as they occurred, or may be deducted in a lump sum payment, at the employee's option.

15.4 PROGRESSION SCHEDULE

- a. Progression schedules are based upon service with the Employer, beginning with most recent date of hire.
- b. When an employee is promoted to a higher paid job classification, placement in the progression schedule of the new job classification shall not be determined by his/her length of service with the Employer, but rather the employee will be given a fifty dollar (\$50) per month increase or will be placed at the next step in the progression schedule, whichever is greater.
- c. Casual employees shall be paid in accordance with Appendix A.
- d. Newly hired employees shall be placed on the appropriate step on the appropriate progression scale as indicated below, but in no event shall a new hire be placed on a step at a higher wage rate than similarly situated employees.
 - i. An employee hired by the Employer under this Agreement shall start at Step 2 (the one [1] year wage rate) of the applicable progression schedule, if he/she has three (3) years or more previous health care experience within the last five (5) years in the same classification.
 - ii. An employee hired by the Employer under this Agreement shall start at Step 3 (the two [2] year wage rate) of the applicable progression schedule, if he/she has six (6) years or more previous health care experience within the last ten (10) years in the same classification.
 - iii. An employee hired by the Employer under this Agreement shall start at Step 4 (the three [3] year wage rate) of the applicable progression schedule, if he/she has ten (10) years or more previous health care experience within the last fifteen (15) years in the same classification.
 - iv. An employee hired by the Employer under this Agreement shall start at Step 5 (the four [4] year wage rate) of the applicable progression schedule, if he/she has fifteen (15) years or more previous health care experience within the last twenty (20) years in the same classification.

15.5 EVALUATIONS

The employee shall be given a copy of any periodic written formal performance evaluation. Performance evaluations shall not be subject to the grievance procedure unless they contribute to disciplinary action.

15.6 UNIFORMS

For the term of the Agreement the Employer shall continue to provide employees uniforms consistent with the practices in place as of April 30, 2019.

15.7 DIFFERENTIALS

- a. Shift Differentials. For the term of the Agreement, the Employer shall continue to pay shift differentials consistent with the practices in place as of April 30, 2019:

	SHIFT 2	SHIFT 3
Speech/Language Pathologist	\$1.30	\$2.60
Physical Therapist	\$1.30	\$2.60
Occupational Therapist	\$1.30	\$2.60
Clinical Pharmacist	\$3.00	10 Hour premium pay of \$12.00 + 20% of hourly rate.
Pharmacist	\$3.00	10 Hour premium pay of \$12.00 + 20% of hourly rate.
Clinical Exercise Physiologist	\$1.30	\$2.60
Registered Dietitian	\$1.50	\$3.25
Home Health Classifications	n/a	n/a

- b. Weekend Differentials. For the term of the Agreement, the Employer shall continue to pay weekend differentials consistent with the practices in place as of April 30, 2019:

Speech/Language Pathologist	\$4.00
Physical Therapist	\$4.00
Occupational Therapist	\$4.00
Clinical Pharmacist	n/a
Pharmacist	n/a
Clinical Exercise Physiologist	n/a

Registered Dietitian	n/a
Home Health Classifications	\$4.00

In addition to former practice, Home Health employees scheduled by the Employer to work a weekend will receive a weekend differential.

- c. Lead Differential. The Lead Differential shall be ten percent (10%) above the base rate for the corresponding classification whether the assignment is regular, rotating or sporadic.
- d. Pharmacist in Charge. Pharmacists assigned to work as Pharmacist in Charge shall receive ten percent (10%) above the base rate for the corresponding classification and corresponding wage scale.
- e. Per Diem Pay. A Per Diem employee's pay rate shall be ten percent (10%) over the scale.
- f. Registered Dietitian Certification Differential. A Registered Dietitian who holds a current Certified Diabetic Educator Certification shall receive a differential of two dollars (\$2.00) per hour.
- g. TAP Differential. Employees who successfully completed the TAP II program requirements for the first-time during program year April 16, 2018 through April 15, 2019, and employees who successfully advanced from TAP II to TAP III during the program year April 16, 2018 through April 15, 2019 shall be paid a six percent (6%) hourly differential for all straight time hours worked beginning June 23, 2019 through July 4, 2020. This differential shall cease and permanently sunset effective July 5, 2020.

The TAP differential shall be five percent (5%) over the employee's scale placement and shall be effective July 5, 2020.

ARTICLE 16 – HOURS OF WORK

16.1 DEFINITIONS

- a. Workday. A workday is a fixed twenty-four (24) hour period designated by the Employer.
- b. Workweek. A workweek is seven (7) consecutive workdays designated by the Employer.
- c. Pay Period. A pay period is two (2) consecutive workweeks.
- d. Day Shift. A day shift means the majority of worked hours falls between 0700 and 1430.

- e. Evening Shift (PMs). An evening shift means the majority of worked hours fall between 1430 and 2300.
- f. Night Shift. A night shift means the majority of worked hours fall between 2300 and 0700.

The Employer agrees that it will only change the work day, workweek, or pay period in compliance with the provisions of the Fair Labor Standards Act and after first notifying the Union and, upon request, bargain with the Union. The Employer will post notices indicating the “workday”, “workweek” and “pay period” for employees. The definition of workweek or workday is not intended to avoid overtime payment of consecutive hours worked beyond the defined period.

16.2 OVERTIME COMPUTATION

- a. Eight (8) Hour Shifts
 - i. Overtime over Eight Hours. When an employee is required to work in excess of eight (8) hours in any one workday, the employee shall be paid overtime at the rate of time and one-half the regular rate of pay for the hours over eight (8).
 - ii. Overtime over Forty (40) or Eighty (80) Hours. When an employee is required to work in excess of eighty (80) hours in a fourteen (14) day pay period, the employee shall be paid overtime at the rate of time and one-half (1½) the regular rate of pay for the hours over eighty (80). However, employees who work in Departments or Units that are only open Monday through Friday and who are regularly scheduled to have every weekend off, shall be paid overtime at the rate of time and one half (1½) the regular rate of pay for hours worked over forty (40) in a workweek.
 - iii. Overtime over Twelve (12) Hours. When an employee is required to work in excess of twelve (12) hours in any one workday, the employee shall be paid double (2x) time the regular rate of pay for the hours over twelve (12).
- b. Ten (10) and Twelve (12) Hour Shifts. When an employee is working under a Flexible Working Arrangement (FWA) in accordance with Section 16.7 of this Article, he/she shall be paid overtime at the rate of time and one-half (1½) the regular rate of pay for the hours over forty (40) in a workweek and double (2x) time the regular rate of pay for the hours over twelve (12) in a workday.
- c. Overtime Computation. Except for rest periods, only hours actually worked and House Convenience hours shall be used for the purpose of computing overtime. The Employer will not change an employee’s schedule to avoid the payment of overtime. There shall be no pyramiding of overtime.

16.3 POSTING OF SCHEDULES

Units will continue current practices for posting work schedules. Schedules will be posted no fewer than thirteen (13) days in advance of the schedule.

16.4 REST AND MEAL PERIODS

Employees who work scheduled shifts of five (5) hours or more are entitled to a duty-free, unpaid meal period of at least thirty (30) minutes. Employees who work in excess of five (5) hours but fewer than six (6) hours may voluntarily waive the meal period. Each employee shall be granted a paid rest period of two (2) fifteen (15) minute break periods for each eight (8) hour shift. Employees who work more than ten (10) hours are provided three (3) fifteen (15) minute break periods.

16.5 REST BETWEEN SHIFTS

The Employer shall not schedule a shift for an employee which commences within twelve (12) hours of the end of the employee's last scheduled shift, with the exception of employees working a twelve (12) hour shift who shall have an unbroken rest period of at least eleven and one-half (11½) hours between shifts. All hours worked within the above rest period shall be paid at the rate of time and one half (1½). Overtime for which premium pay is given shall count as rest periods for purposes of this Section 16.5. The provisions of this Section may be waived on the written request of the individual employee and with the agreement of the supervisor. Such requests for waivers shall be in writing and the individual employee shall indicate the time period during which such waiver shall be in effect.

16.6 WEEKEND WORK

Units will continue existing weekend scheduling practices. The Employer will give thirty (30) days' notice to the Union and bargain the impact of any proposed change in weekend scheduling practices.

16.7 FLEXIBLE WORKING ARRANGEMENTS (FWA)

For the purposes of this Article, an FWA means a regular schedule containing scheduled shifts of more than eight (8) and twelve (12) or fewer hours. "Affected employee" means an employee who works an FWA or, under a proposed FWA, would work an FWA following an affirmative vote as set forth in this Article. The parties agree to maintain all existing FWA except as provided below.

The Employer may implement an FWA on any unit or in any work group provided that two thirds (2/3) of the affected employees working in that Unit approve of the schedule through a secret ballot election. Subject to staffing and the need to match shifts, the Employer shall attempt to reasonably accommodate an employee for whom working an FWA presents a hardship.

The Employer reserves the right to discontinue an FWA and implement an eight (8) hour schedule upon thirty (30) days' notice to affected employees prior to the start of any schedule.

No sooner than one (1) year following the implementation of an FWA and no more frequently than once a year thereafter, and upon a written petition signed by a majority of

the affected employees working in a Unit under an FWA, the Employer will conduct a secret ballot election to determine whether the FWA will continue or be modified. If two thirds (2/3) of the affected employees in the Unit vote to revoke or modify the FWA, the Employer shall implement the new schedule upon giving the affected employees at least thirty (30) days' notice prior to the start of a schedule.

16.8 DISTRIBUTION OF OVERTIME /ADDITIONAL HOURS

Each Unit shall keep a sign-up list of those employees who desire to be given overtime or additional hours. The employees wishing to work overtime or additional hours will communicate their availability in writing during the schedule preparation period. Deadlines for submitting availability will be consistent with those for other schedule requests. In the assignment of additional hours, the Employer will first offer such work to employees, in order of seniority, who would not incur overtime. Assignments for working overtime or additional hours from the availability list will be made in seniority order within the unit, except where specialized work, skill or trained personnel are required, as follows:

- a. Full-time employees who have received HC in the workweek;
- b. Part-time employees who have received HC in the workweek;
- c. Part-time employees;
- d. Per Diem employees; and
- e. Casual employees.

It is understood that the provisions of this Section 16.8 do not apply where an employee works approved overtime in order to complete his/her normal work assignment. The Employer is also not required to call an employee from the list where the anticipated additional work can be completed in two (2) hours or fewer and there are employees who are already working who are willing to pick up the additional hours/overtime. Such hours shall be assigned by seniority where more than one (1) employee desires to pick up the additional hours/overtime.

16.9 MANDATORY OVERTIME

The Employer and the Union recognize that mandatory overtime is not desirable and represents a burden on the employee. Acceptance of overtime, and shifts beyond the employee's schedule, shall be voluntary and in accordance with state law or regulations, except where patient care would be endangered by an internal or external emergency declared by state, local or federal government, or declared by the administrator on duty. An internal or external emergency, for the purposes of this Section 16.9 is defined as an unexpected situation and sudden occurrence of a serious and urgent nature that demands immediate action.

16.10 DAYS OFF

The Employer shall make every effort to schedule employees off two (2) consecutive days each week, provided that the days off may be split or rotated as needed because of weekend scheduling.

16.11 SELF-SCHEDULING

The Employer shall continue its existing practice(s), where applicable, of permitting employees to self-schedule on a Unit-by-Unit basis. The Employer shall consider and make every reasonable effort to grant requests by employees to self-schedule on a Unit-by-Unit basis. Scheduling must be consistent with patient care and operational necessity. The Employer shall make every effort to grant employee schedule requests made prior to the time the schedule is posted.

16.12 SHIFT TRADES

Scheduled employees may trade shifts or days provided that the Manager approves and that the trade does not result in increased overtime or extra shift premium costs for the Employer.

Trades may be made with an employee with the required qualifications and competencies who normally performs work in the same classification, unless a trade with a different classification is approved or has been past practice. Trades with part-time, per diem, or casual employees will be allowed.

16.13 REPORTING PAY

An employee required by the Employer to report to work and who does report, will be utilized and paid for half the usual or scheduled day's work, but in no event fewer than two (2) nor more than four (4) hours at the employee's regular rate of pay. If the employee is offered work and elects to go home, then he/she shall receive no reporting pay.

ARTICLE 17 – PAID TIME OFF/EXTENDED SICK LEAVE

17.1 ELIGIBILITY

The Paid Time Off (PTO)/Extended Sick Leave (ESL) program shall apply to benefitted employees.

17.2 ACCUMULATION OF PTO/ESL

- a. PTO/ESL accrues on all of the following hours (not to exceed eighty [80] hours in a pay period); regular hours worked, weekend premium hours worked, holiday premium hours worked, PTO/ESL, House Convenience (HC), paid jury duty leave, paid CET, call back hours (when standby is mandatory) and only accrued on hours worked and paid bereavement leave. PTO/ESL is not accrued for overtime hours worked.

PTO/ESL shall accrue in accordance with the following schedule based on years of benefitted service:

FULL-TIME EMPLOYEE PTO ACCRUAL SCHEDULE			
Length of Service	Days Accrued Each Year	Hours Accrued Each Year	Hours Accrued Each Pay Period
First 2 years	30	240	9.23 hours
3 to 6 years	35	280	10.77 hours
7 to 9 years	40	320	12.31 hours
10 years or more	45	360	13.85 hours

PART-TIME EMPLOYEE PTO ACCRUAL SCHEDULE					
Length of Service	Accrual Rate	64 Hours	56 Hours	48 Hours	40 Hours
First 2 years	.1153	7.38	6.46	5.54	4.61
3 to 6 years	.1346	8.62	7.54	6.46	5.39
7 to 9 years	.1539	9.85	8.62	7.39	6.16
10 years/more	.1731	11.08	9.70	8.31	6.93

FULL-TIME EMPLOYEE ESL ACCRUAL SCHEDULE			
Length of Service	Days	Hours	Each Pay Period
From Date of Hire	6	48	1.85

- b. Pro-Ration of ESL for Part Time Employees. ESL Accrual is pro-rated for Part-time employees in the same manner as PTO.

17.3 SEVENTY-TWO (72) HOUR EMPLOYEES ACCRUE PTO AND ESL AT FULL TIME RATE

Employees who have a regular schedule of work that is seventy-two (72) hours a pay period will be given credit for eight (80) hours a pay period for purposes of determining the number of hours for accrual purposes.

17.4 CHANGE IN STATUS WITHIN TWELVE (12) MONTHS

If an employee's status changes from non-benefited status to a benefited status and he/she was previously benefited, previous benefited service will be recognized in determining the accrual rate. ESL, which he/she had accumulated but not used prior to the change to non-benefited status, will be restored to the employee for his/her use, provided he/she returns to benefitted status within twelve (12) months.

17.5 RATE OF PAYMENT OF PTO/ESL

PTO/ESL is paid at the normal straight time hourly rate, with applicable differentials.

17.6 PTO/ESL CAPS

There shall be a four hundred (400) hour cap on accrual of PTO. There shall be a four hundred eighty (480) hour cap on accrual of ESL.

17.7 INCREMENTAL PAYMENT OF PTO/ESL

PTO/ESL is to be used in increments of eight (8) hours unless advance approval is obtained for fewer than eight (8) hours or the employee's shift is greater or fewer than eight (8) hours. Other reasons for incremental use of PTO/ESL are:

- a. The employee is eligible for State Disability or Workers' Compensation payments, in which case, ESL may be integrated to supplement such payments; or
- b. An emergency requires an employee's absence for less than a full shift, in which case, the Employer may excuse the employee from the full shift, with equivalent PTO/ESL hours being used; or
- c. It is necessary to schedule a medical or dental appointment during work hours.

17.8 REQUESTS FOR UNPAID TIME OFF

Requests for unpaid time off by an individual employee will not be granted if the employee still has PTO or ESL, whichever applies. An employee can elect not to use PTO for a day he/she has been required to take as a House Convenience day.

17.9 SCHEDULING AND USE OF PTO

Employees use PTO for absences such as vacations, holidays, religious observances, dental or doctor visits, personal or family needs, business, education, the first three (3) days or the first twenty-four (24) hours (whichever is less) of physical disability or sickness, as secondary pay to supplement State Disability or Workers' Compensation, or any other reason deemed appropriate by the employee.

17.10 ADVANCE REQUESTS FOR PTO

Employees shall submit their PTO preference dates in writing in accordance with the past practice of their Unit, provided that the employee will be notified of the granting or denial of the PTO requests within thirty (30) days of submission of the requests.

The Employer will maintain an up-to-date calendar of all PTO requests that have been granted.

As an infrequent exception to the Unit's standard practice for the submission of PTO requests for the purpose of accommodating employees' attendance at special events or the purchase of plane tickets, cruises, international travel etc., employees may submit PTO requests prior to the established date(s) for submitting such requests. If such requests are granted, the Employer will enter the dates on the Unit's PTO calendar. Barring any conflicting requests during the two (2) week period following the posting of this request, the request shall remain as granted.

17.11 SELECTION OF PTO

Where the same number of bargaining unit employees requesting the same time off would impair the operations of the Unit, the employee with more seniority shall be given the time off.

In Units in which only a specific number of employees may be scheduled off at any given time, e.g., for vacations (Article 17 - PTO/ESL) etc., such number will be maintained as currently established in each Unit and will only apply to benefited employees.

17.12 SEASON OF YEAR OR HIGH DEMAND VACATION PERIODS

PTO requests shall not be unreasonably denied because of the season of the year. Employees who were granted PTO requests in the previous year cannot exercise their seniority against other employees to get the same time off in a subsequent year.

17.13 CHANGE IN METHOD OF SCHEDULING PTO

If employees in a Unit wish to change the method of scheduling PTO from the current practice, they may (one [1] time within a twelve [12] month period) by a vote conducted by the Union adopt one (1) of the following methods:

- a. A method specific to their Unit that modifies the current practice or establishes a completely different practice, provided the Employer agrees; or
- b. Requests for vacation shall be submitted to the Employer by employees in a Unit by February 1 of each year and the Employer will post the calendar of granted PTO requests by March 1 for the period of March 1 to March 1 of the following year.

17.14 OTHER REQUESTS FOR PTO

Other requests for PTO that are not submitted under Sections 17.9 through 17.13 above shall be submitted in writing at least fourteen (14) days prior to the posting of the schedule in which the PTO requested would fall. Such requests will be granted on a first-come, first-served basis. Employees shall be notified within two (2) weeks of the submission of their request whether the request has been granted.

17.15 WHEN ADVANCE NOTICE IS NOT POSSIBLE

If an employee is unable to work a scheduled shift due to illness or emergency, the employee shall notify the Employer no later than two (2) hours before the start of his/her scheduled shift but no later than 7:00 am. The reason for the absence shall be given.

17.16 PTO CANNOT BE USED TO AUGMENT THE EMPLOYEE'S REGULARLY SCHEDULED HOURS.

PTO cannot be used in excess of an employee's regular schedule unless an employee takes PTO on a regular workday and then works additional hours on a non-scheduled workday.

17.17 CHOICE OF NOT USING PTO

The employee may choose not to use PTO if a regular scheduled day of work falls on a designated holiday and he/she is not scheduled to work.

17.18 UNPAID TIME OFF DURING AN EMPLOYEE'S VACATION

Employees may be allowed to take unpaid time off for pre-approved vacation/PTO, if their PTO balance has fallen below the approved time off due to use of PTO for call off/HC time under Article 14 (Call Offs). Such unpaid time off requests shall not be unreasonably denied.

17.19 OTHER USES OF PTO

- a. Cash Out of PTO. Consistent with IRS regulations and current Hospital policy, employees will continue to be eligible to cash out PTO, provided eighty (80) hours of PTO remain in the employee's PTO bank.
- b. Termination or Change to Non-Benefitted Status. Upon termination of employment or change to a non-benefitted status, employees shall be paid for all PTO hours accumulated but not taken.

- c. PTO Hardship Withdrawals. In the event an employee suffers a severe financial hardship due to an unforeseeable emergency beyond the control of the employee; the employee may be eligible for a PTO hardship withdrawal. PTO hardship withdrawals are subject to IRS regulations and Hospital policy.

Examples of events that may qualify for a PTO hardship withdrawal are: death of a family member, expenses associated with the sudden or unexpected illness of an employee or his/her dependent, loss of property, including casualty loss, foreclosure of primary residence and eviction from primary residence, or other extraordinary events beyond the control of the employee.

A hardship withdrawal cannot exceed the employee's PTO accrual balance. The participant must not have any other source for the funds required to satisfy the hardship.

- d. PTO Donation. Employees are allowed to donate PTO for the benefit of other employees for medical emergencies provided the recipient, donor, and the procedures for such donations meet IRS and Hospital eligibility requirements. The IRS defines a medical emergency as "a major illness or medical condition of the employee, or family member of the employee, that requires a prolonged absence and will result in a substantial loss of income. This may also include intermittent absences related to the same illness or condition." The IRS has also approved plans that include extended time off following the death of a parent, child or spouse.

17.20 ESL WAITING PERIOD

ESL is to be used for absences from work for an employee's personal injury or illness for work hours in excess of the first three (3) scheduled work days of the illness/injury or the

first twenty-four (24) scheduled work hours, whichever occurs first. This requirement is waived if the illness/injury is work related. In addition, at any time during this three (3) day or twenty-four (24) hour period, if any employee is hospitalized or has an outpatient surgical procedure, ESL may be used beginning that day.

17.21 INTEGRATION WITH STATE DISABILITY AND/OR WORKERS' COMPENSATION

In cases where an employee is eligible to receive disability benefits (state disability or Workers' Compensation) the employee shall apply for such benefits. To the extent that the disability payments do not equal the employee's regular wages, ESL (or PTO if ESL has been exhausted) will be used to supplement payments. The basis used to calculate the ESL integration is the employee's scheduled hours. If the employee has regularly worked non-overtime hours in excess of his/her normal schedule, the employee may request ESL integration to be based upon the average of his/her non-overtime hours worked for the preceding ninety (90) days, subject to a minimum of eight (8) hours per pay period.

17.22 RELAPSE OF INJURY OR ILLNESS

If an employee suffers a relapse of an illness or injury, the employee may use ESL immediately. A relapse means an injury or illness absence occurring within seven (7) days of a prior absence for which sick leave was used when the subsequent absence is caused by the same illness or injury.

17.23 ABSENCE DUE TO WORK-RELATED INJURY

If the absence is caused by a work-related injury, ESL is used starting on the first (1st) complete day missed through the third (3rd) day and may be integrated with Workers' Compensation starting on the fourth (4th) calendar day. Any non-worked hours of the employee's regular schedule on the day the injury occurs are paid as regular hours worked.

17.24 MEDICAL VERIFICATION

Reasonable medical or other verification may be requested by the Employer regarding unplanned absences. A doctor's certificate may be required only if the employee has been absent more than three (3) consecutive days of work.

17.25 HOLIDAYS

a. Holidays Observed. The Employer will observe the following holidays:

- i. New Year's Day
- ii. Martin Luther King Jr. Birthday
- iii. Presidents' Day
- iv. Memorial Day
- v. Independence Day
- vi. Labor Day

- vii. Thanksgiving Day
- viii. Christmas Day

- b. Commencement and End of an Observed Holiday. For the purpose of this Section 17.25, a recognized holiday commences at 11:00 p.m. proceeding the designated holiday and ends at 11:00 p.m. on the day of the designated holiday. An employee is considered to have worked the holiday if the majority of hours worked fall on the holiday as defined above.
- c. Premium Pay for Holiday Worked. Any employee who works a holiday will be paid time and one-half (1½) the straight hourly rate plus shift differential when applicable.
- d. Holiday Scheduling
 - i. Each regular employee shall be granted a day off for at least two (2) of the following holidays:
 - (a) Thanksgiving
 - (b) Christmas Day
 - (c) New Year's Day
 - ii. Holiday schedules shall be posted at least thirty (30) days and no more than one (1) year in advance prior to the holiday. The Employer will first seek volunteers by shift for holiday work and if there are more volunteers than needed, holiday assignments will be based on seniority. If there are not enough volunteers for the holiday work, the Employer will assign the work by reverse order of seniority among those qualified to do the work on the shift.

The foregoing, notwithstanding, if an employee in a Unit in the preceding year was granted a request to be off on a specific holiday(s) or was granted PTO in conjunction with the holiday(s) he/she cannot exercise his/her seniority against other employees' requests (who did not get the holiday[s] off or were not granted PTO in conjunction with the holiday[s]) to get the same holiday(s) or PTO in the current year.

In a vote (one time within a twelve (12) month period) conducted by the Union, a majority of employees can vote to change how holidays are scheduled in a unit.

ARTICLE 18 – BEREAVEMENT LEAVE

- 18.1 When a death occurs in the immediate family of a benefited employee, the employee shall be entitled to a leave of absence of up to forty (40) hours with pay. Up to forty (40) hours of bereavement leave may be taken following the death or before, during or after the scheduled funeral or memorial service. Bereavement leave will also be available when an employee or an employee's spouse or current domestic partner suffers a miscarriage. The employee may choose to take the time in no more than two (2) increments, however, all forty (40) hours of bereavement leave must be utilized within

ninety (90) days of the death. Such leave shall not exceed the normal number of scheduled hours within a normal work week.

18.2 Immediate family is defined as:

- a. Spouse,
- b. Domestic Partner,
- c. Sibling,
- d. Child,
- e. In the process of legally adopting a child or legally adopted child,
- f. parent or individual who has, prior to the employee's attaining legal majority, legally stood in place of the employee's parent,
- g. Current parent-in-law,
- h. Parent of the employee's current domestic partner,
- i. Current daughter-in-law,
- j. Current son-in-law,
- k. Current sibling-in-law,
- l. Grandparents,
- m. Grand children,
- n. Great-grand child or
- o. Any person living in the home.

18.3 The employee may request additional paid time off as PTO, or if the employee has exhausted it, he/she may request unpaid leave. The Employer will not unreasonably deny such a request.

18.4 Non-benefitted employees may be excused from work up to three (3) days without pay within the ninety (90) calendar day period of death.

18.5 In the event of death of a relative not included above, the Employer shall not unreasonably deny an employee's request for time off to attend services.

ARTICLE 19 – PHYSICAL EXAMINATIONS

All physical examinations required of employees in connection with their employment, according to the practice of the Employer, shall be given without charge, and all costs incident to those examinations shall be borne by the Employer. Pre-employment examinations will be on the employee's own time, even if not given until after the employee is actually employed. Pre-employment physical examinations shall include all laboratory and other clinical tests as required by Title XXII or the Department of Health Services; examination and review of medical history by a physician or nurse practitioner; and certification by the physician or nurse practitioner that the employee is physically able to perform the essential functions of the job.

ARTICLE 20 – JURY DUTY

20.1 ELIGIBLE EMPLOYEES

All benefited employees who have completed their probationary period.

20.2 NOTIFICATION AND REASSIGNMENT

An employee summoned for jury duty must notify his/her supervisor immediately upon receipt of the summons. Employees summoned for jury duty may be assigned to the weekday day shift for the duration of their obligation. If a p.m. or night shift employee who is summoned for jury duty is not reassigned to the day shift, he/she shall be relieved from regular duty for the shift immediately preceding and the shift immediately following the service on jury duty.

20.3 TELEPHONE STANDBY

Employees who are placed on telephone standby by the Jury Commissioner are required to work if scheduled to do so. The manager may waive this requirement where the nature of the work and the availability of personnel will not permit the employee to leave the unit on short notice.

20.4 PAYMENT FOR JURY DUTY TIME

The Employer shall pay an employee his/her straight time hourly rate (plus his/her shift differential) when he/she would have worked according to his/her regular work schedule. The employee must provide documentary proof of reporting for jury duty.

20.5 OBLIGATION TO RETURN TO WORK IF RELEASED

On any day in which an employee is released from his/her jury duty obligation in sufficient time to return to work for a minimum of four (4) hours, he/she will call his/her supervisor/manager to discuss return to work options:

- a. The supervisor/manager may require the employee to return to work and complete his/her shift.
- b. The supervisor/manager may give the employee the option of returning to work, in which case, if the employee chooses not to return, he/she may use accrued PTO for the balance of his/her shift.
- c. The supervisor/manager may instruct the employee not to return to work, in which case the Employer will provide jury duty pay for the balance of his/her shift.
- d. In the event an employee returns to work, the employee will be placed in his/her regular position.

20.6 VOLUNTEER SERVICE

Payment for jury duty will only apply in the case of obligatory service, and will not apply to employees who volunteer their services to be jurors on grand juries.

20.7 WITNESS PAY

An employee subpoenaed to appear as a witness in a judicial procedure, not including arbitration, which arises out of the employee's employment but in which the employee is not a party, will receive his/her straight-time hourly rate, (plus his/her shift differential). The employee must notify the Employer as soon as reasonable after he/she receives notice to report or is subpoenaed (normally within twenty-four [24] hours). In the case of witness pay, verification of attendance or of fees received may be requested.

ARTICLE 21 – TUITION REIMBURSEMENT / CONTINUED EDUCATION TIME

21.1 TUITION REIMBURSEMENT ELIGIBILITY

The Employer will reimburse tuition to employees who meet the requirements of the Employer's tuition reimbursement program.

Eligible employees include all active benefited employees who have completed six (6) months of continuous employment.

Eligible employees must maintain eligibility during the entire length of the course. Tuition reimbursement shall not be granted for course work started, in progress or completed prior to completing six (6) months of continuous employment.

The employee must apply in advance in writing specifying the course he or she wishes to attend and obtain approval to attend.

Courses submitted for reimbursement must be taken on non-work time.

21.2 APPROVED COURSES

College courses, degree programs or their equivalent shall be approved.

Courses and certification programs which are job related or related to future promotional opportunities with the Employer shall be approved.

Exam preparation courses are eligible for reimbursement provided that successful passage of the examination leads to credit for the approved course.

21.3 AMOUNT OF REIMBURSEMENT

The Employer shall reimburse the employee for fees paid for tuition and fees for approved courses and/or certification programs up to \$3,000.00 (three thousand dollars) per fiscal year.

Eligible fees include fees which are required as part of the course enrollment (e.g., registration, student body fees, lab fees, books, course challenging fees, etc.). Ineligible fees include late fees, parking fees, transcript fees, admission fees, etc. Travel, lodging, and food for Employer-directed education shall be eligible for reimbursement.

For the purpose of calculating the annual maximum reimbursement, the course completion date will be used.

21.4 REQUESTS FOR REIMBURSEMENT

The Employee must submit a request for reimbursement within ninety (90) days of the course completion on the required form and attach receipts, the course syllabus and proof of certification of successful completion of the course.

21.5 CONTINUING EDUCATION TIME ELIGIBILITY (CET)

Employees, who are benefited, with more than six (6) months of continuous service with the Employer are eligible. New employees and newly benefited employees shall be eligible for their full, yearly complement of CET, upon completion of six (6) months of continuous service in a benefited status.

21.6 PAID CONTINUING EDUCATION TIME (CET)

Each calendar year forty (40) CET hours (prorated on FTE status) will be made available to eligible employees. If an eligible employee is denied CET in a particular year and is unable to use all available CET, the employee may carry over that portion of unused CET to the following year. In no event may an employee have a CET balance of more than twice his/her annual CET allotment. Payment for such CET shall be at the employee's straight time hourly rate. CET is not counted as "hours worked" and is therefore not included in hours worked when determining overtime eligibility.

21.7 APPROVAL OF CONTINUING EDUCATION TIME

The Employer will consider application for CET provided:

- a. The course, workshop or seminar is related to the healthcare profession in the employee's area of work and there is a direct benefit to the employee in maintaining and improving skills in his/her current position; and
- b. Such CET does not interfere with staffing requirements or patient care; and

- c. The course is offered by an accredited institution and is a segment of a recognizable course of instruction culminating in a degree or the course is offered by a provider that has been approved by the state as a provider of continuing education courses which may be counted towards the employee's continuing education requirement for certification and licensure, if applicable; and
- d. A written application along with the course outline shall be submitted to management at least six (6) weeks prior to the commencement of the schedule in which the CET is to be taken (the six [6] week requirement may be waived at the Employer's discretion). The Employer will respond to the request within two (2) weeks of its submission.
- e. Employees will be paid for attendance at education classes required by the Employer. Employer-provided classes occurring between January 1 and August 31 that provide CET hours will be credited against available CET hours up to a maximum of fifteen (15) hours each year.

21.8 CET HOME STUDY

An eligible employee may elect to utilize CET on a day he/she is not normally scheduled to work for the purpose of home study. The home study course must meet the same criteria as outlined for non-home study CET. Proof of completion must be submitted in order to receive reimbursement.

21.9 REPORTS / IN-SERVICE

An employee who has received CET may be required to provide a report or present an in-service.

21.10 PAYMENT OF CET

Proof of completion of a CET course must be submitted to management not more than thirty (30) days following completion of the course or receipt by the employee of course completion documentation, whichever is later. Eligible employees will be paid for CET hours in the pay date that corresponds with the pay period in which the CET hours occurred.

21.11 IN-SERVICE EDUCATION

When the Employer provides an in-service education program for employees in a particular classification or classifications under the Agreement, the Employer will use its best efforts to see that the in-service education sessions are available to all employees in such classification or classifications on all shifts.

ARTICLE 22 – LEAVE OF ABSENCE

22.1 LEAVE REQUESTS

An employee may request a leave of absence pursuant to the Hospital's existing policies and practices.

22.2 LEAVES OF ABSENCE DEFINED

Leave of absence is any absence from work, whether paid, unpaid, or a combination of paid and unpaid absence, normally for more than seven (7) consecutive days, other than vacation leave. However, workers' compensation, family/medical and pregnancy disability leaves of a shorter duration will also be handled in accordance with this Article.

22.3 CONCURRENT LEAVE

Except as otherwise required by law, if a condition or reason for leave entitles an employee to more than one (1) type of leave under this Article, such leaves shall run concurrently.

22.4 ELIGIBILITY FOR LEAVE

With the exception of Workers' Compensation, military and pregnancy disability leaves of absence, or where otherwise required by law, employees must have completed ninety (90) days of employment to be eligible for leaves of absence in accordance with this Article. Employees must meet the eligibility requirements under state and federal family and medical leave laws (unless otherwise set forth herein) to be eligible for such leaves. Unless otherwise required by law or mutually agreed by the parties, an employee shall not be permitted to go on a leave of absence within thirty (30) days of returning from a leave of absence. The Employer will not unreasonably deny a request for a leave of absence within this thirty (30) day period.

22.5 MEDICAL LEAVE

- a. Employees who have completed ninety (90) days of employment shall be eligible for leave of absence for medical reasons. Such leave(s) shall not exceed one (1) year, unless extended by mutual agreement between the employee and the Employer.
- b. In order to be eligible for medical leave, the employee must provide the Employer's Human Resources Department with medical certification, in advance where practicable and foreseeable, the probable duration and confirmation that the employee is unable to perform his/her job duties due to the medical condition.
- c. Benefits under this Agreement shall be maintained during the paid portions of leave and/or during any portion of FMLA/CFRA-qualifying leave, as provided below. Beginning on the first day of the month following the exhaustion of paid time and/or the maximum FMLA/CFRA leave, the employee may elect to continue benefit coverage under COBRA by paying the cost of such coverage as provided under COBRA.

22.6 FMLA / CFRA

- a. Employees continuously employed by the Employer for twelve (12) consecutive months and who have worked at least one thousand two hundred fifty (1250) hours within the twelve (12) months preceding the commencement of leave shall be eligible for Family Medical Leave in accordance with the provisions of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Such leaves shall be made available for:
 - i. The birth of the employee's child, or receipt of a child in foster care or adoption;
 - ii. The care of an employee's immediate family member. For the purposes of this provision, members of the immediate family are defined as the employee's spouse, parents, child, stepchild, legally domiciled adult or the child of a legally domiciled adult.
 - iii. A serious medical condition of the employee.
- b. Upon return to work following a qualifying FMLA / CFRA leave, the employee shall be reinstated to the same position, classification, Unit, and shift held by the employee at the commencement of the leave.

22.7 PREGNANCY DISABILITY LEAVE

Employees disabled due to pregnancy or pregnancy-related conditions shall be eligible for a maximum of four (4) months unpaid leave of absence, in addition to CFRA leave.

22.8 WORK-RELATED DISABILITY LEAVE

- a. The Employer shall grant a leave of absence to an employee who is unable to work due to a work-incurred injury. Duration of this leave will be determined based on the employee's medical condition and ability to return to work.
- b. The Employer shall make every effort to assist the employee and return him/her to work after a work-related injury, and shall work with the Union to develop a modified/light duty program for injured employees.
- c. Employees returning from work-related disability leave shall be entitled to reinstatement to the same position, classification, unit, and shift as held by the employee at the commencement of the leave.
- d. An employee who is medically-determined to be permanently disabled and unable to return to his/her former position shall be entitled to any vacant position for which he/she is then qualified. If all other options have been exhausted and an employee is medically-determined to be permanently disabled and is unable to return to his/her former position even with reasonable accommodations under the American's with Disabilities Act (ADA) or to any vacant position for which he/she may be qualified, such employee may be replaced.

22.9 MILITARY LEAVE

Military leave of absence shall be granted to eligible employees who are absent from employment in order to perform duty, on either a voluntary or involuntary basis, in the uniformed service of the United States. Eligibility for military leave, and all other rights and obligations in connection with such leave, shall be in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

22.10 VOLUNTARY LEAVES FOR DISASTER SERVICES – POLICY STATEMENT

- a. When a significant disaster occurs, the Employer is committed to providing voluntary assistance to governmental agencies and non-profit agencies that may request employees' services. Response to all such requests must be approved in advance by the Employer's Chief Executive officer or designee. Voluntary leave for disaster service by employees will only be approved if such leave does not unduly impact the Employer's operations, including health care delivery to patients. Denial of such leave shall not be subject to Article 29 (Grievance and Arbitration) provisions of the Agreement.
- b. Members of Federal disaster teams will be immediately released in accordance with the law, if activated.
- c. Definition of "Disaster" and "Designated Agency". A "disaster" is defined as an event officially declared as such by federal, state or local government or an agency designated by the IRS as a Section 501 (c)(3) not-for-profit, charitable organization (e.g. American Red Cross) as a designated agency.

22.11 UNION LEAVE

One (1) employee at a time who becomes a paid staff member of the Union shall be granted an unpaid leave of absence of up to one (1) year for Union business, patient care permitting. Upon completion of the leave of absence, the employee will be returned to his/her former job, if available, or to a comparable position in the same classification, shift, and work hours. The employee shall not suffer any loss of seniority, PTO accrual or other benefits as a result of such leave.

Upon two (2) weeks' notice from the Union, up to one (1) employee at one time, will be granted an unpaid leave of up to two (2) weeks from work for the purposes of engaging in Union business, including but not limited to Union Conventions, meetings, conferences, and other activities, patient care permitting. The employee shall not suffer any loss of seniority, PTO accrual or other benefits as a result of such leave.

22.12 OTHER LEAVES OF ABSENCE

Leaves of absence for reasons other than those specified herein above shall be granted only by agreement between the employee and the Employer and if a real and compelling reason for time off exists. A leave of absence shall not be unreasonably denied, although it is understood that recurring requests may be denied since such requests cause a burden on the process of scheduling, staffing and quality patient care.

22.13 RETURN TO DUTY

Except as otherwise required by law, when an employee returns from leave of absence not exceeding one hundred twenty (120) calendar days in compliance with the approved terms of the leave, such employee shall be assigned to the same classification, position, unit and shift he/she held before the leave.

Unless otherwise specified above, or if the current practice is better, if the leave is in excess of one hundred twenty (120) calendar days and the employee returns in compliance with the approved terms of the leave, the Employer will use its best efforts, and will not unreasonably deny, return of the employee to the same classification, position, unit and shift as occupied at the start of the leave. If conditions have changed so that this is not possible, the employee shall be reinstated in a position, Unit, shift as nearly comparable as is possible under the circumstances. If no such vacancy exists, the employee will be given the option of:

- a. accepting another position for which he/she is qualified;
- b. accepting an "as needed" position (e.g. Per Diem or Casual position) until a vacancy in his/her classification arises;
- c. waiting for no more than one (1) year, until a comparable position becomes available.

For the purposes of job bidding, an employee who returns to a Per Diem or Casual position due to the unavailability of a comparable benefited position shall be treated as a regular employee.

22.14 FAILURE TO RETURN FROM LEAVE

Any employee who does not return to work from a leave of absence in accordance with the terms of the leave may have his/her employment terminated.

22.15 PERFORMING WORK WHILE ON LEAVE

Performing work for another employer during an authorized leave of absence that is the same or substantially the same in nature to the work performed by the Employer may constitute cause for dismissal unless authorized in advance by the Human Resources Department. Such authorization shall not be unreasonably withheld. This Section 22.15 shall not apply if the employee has been unable to return to a comparable position and accepts a Per Diem, or Casual position or opts to remain on leave, as provided in Section 22.13 above, until such time as a comparable position becomes available.

22.16 NOTICE TO REPLACEMENTS

A person hired or assigned as a replacement for an employee on a leave of absence shall be so advised by the Employer.

ARTICLE 23 – HEALTH, DENTAL AND VISION BENEFITS

23.1 ELIGIBILITY AND COVERAGE

The Employer shall offer one (1) fully Employer-paid medical, dental and vision benefit plan and one (1) optional buy-up medical, dental, and vision benefit plan to all eligible Full-time and Part-time employees and their eligible dependents as specified in the Summary Plan.

23.2 MEDICAL, DENTAL, AND VISION PLANS (SEE APPENDIX E)

For the life of this Agreement the Employer will maintain the existing or comparable fully Employer-paid medical, dental, and vision benefit plans currently offered to employees.

However, on or after January 1, 2020 the Employer, where feasible, may implement the Dignity Health Medical Plan consisting primarily of Dignity Health providers, as the fully Employer-paid medical plan. Employee deductibles and co-pays for the Dignity Health Medical Plan will be substantially equivalent in the aggregate to the existing fully Employer-paid plan but the plan may be restructured as a PPO, HMO, or EPO. Employee out-of-pocket costs for covered services not offered within the Dignity Health Medical Plan preferred provider network will also remain substantially equivalent in the aggregate to the existing fully Employer-paid medical plan.

Effective January 1, 2021 employees electing to continue coverage under the fully Employer-paid medical plan will pay a monthly premium based on the level of participation elected by the employee as follows:

Employee only	\$0.00
Employee + Child(ren)	\$100.00
Employee + Spouse	\$125.00
Employee + Family	\$175.00

Effective January 1, 2022 the monthly contributions will be increased by six percent (6%) per year.

23.3 The Employer will continue to use the current cost sharing strategy to subsidize the optional buy-up medical, dental, and vision plans.

23.4 Effective January 1, 2020 the Employer will eliminate the Dignity Health POS medical plan as an option buy-up medical plan.

23.5 All benefits offered to employees are provided under the Dignity Health Welfare Benefits Plan (the “Plan”) and are subject to the terms, conditions, limitations and other provisions of the Plan and the underlying plan documents. The Plan may be altered, amended, discontinued, replaced or augmented; provided, however, that the Employer will notify

the Union of such changes at least thirty (30) days in advance, and will, upon request of the Union, meet to explain the changes and the reasons therefore.

ARTICLE 24 – RETIREMENT PLAN

Employees will be eligible to participate in the Dignity Health Guaranteed Growth Account (GGA) formula of the Pension Plan and will also be eligible for the corresponding Employer match in the Savings Plan in accordance with and subject to the terms of both plans (status quo). See plan documents at the Dignity Health My Rewards portal. (Appendix D)

ARTICLE 25 – RETIREE HEALTH BENEFIT

Employees will continue to participate in the Retiree Medical Reimbursement Plan (RMRP) in accordance with and subject to the terms of that plan (status quo).

ARTICLE 26 – LIFE INSURANCE

The Employer will continue to provide the current level of benefit for Accidental Death and Dismemberment (AD&D) Group Life Insurance and Long-Term Disability (LTD) for the duration of the Agreement (status quo).

ARTICLE 27 – BULLETIN BOARDS

- 27.1 Subject to change in location, the Employer will provide the Union with a glass-enclosed locked bulletin board located outside the Hospital cafeteria. Additionally, bulletin boards will be located in the following Units or Departments:
- a. Nutrition Services
 - b. Home Health
 - c. Pharmacy
 - d. Life Style Management
- 27.2 The Union agrees it will not post materials that are derogatory of any of the Employer's sponsors, officers, executives, representatives, employees, and the quality of patient care or the Hospital. The Employer agrees that it will not post materials that are derogatory of the Union, its officers, its members or representatives.

ARTICLE 28 – DISCIPLINE AND DISCHARGE

28.1 JUST CAUSE

The Employer may only discipline or terminate an employee for just cause.

28.2 PROGRESSIVE DISCIPLINE

Unless circumstances warrant severe actions, the Employer will use a system of progressive discipline. Progressive steps shall include verbal counseling, written counseling and/or warnings, disciplinary suspensions without pay, and termination of employment.

28.3 INVESTIGATORY SUSPENSION

If the employee is not disciplined at the conclusion of the investigation, the employee shall be made whole.

28.4 WRITTEN DISCIPLINARY ACTION

A written warning is a document designated as such by the Employer. An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the employee's agreement with the substance of the warning. A Union grievance contesting a written warning shall be subject to the requirements of Article 29 (Grievance and Arbitration).

28.5 DISCIPLINARY NOTICES, REBUTTAL, AND INSPECTION OF PERSONNEL FILES

- a. There shall be one (1) official personnel file for all bargaining unit employees and an employee shall have the right to inspect and be provided, on request, with one (1) copy of any document in the employee's personnel file.
- b. Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
- c. In any case, where the Employer and the Union agree to revise personnel record materials, the Employer shall, upon request, provide evidence of the revision.

28.6 WEINGARTEN RIGHTS

The following holding of the United States Supreme Court in *NLRB v. Weingarten, Inc.*, shall apply to investigatory interviews conducted by the Employer that an employee, upon his or her request, is entitled to have a Union Representative (Field Representative or Union steward) present during an investigatory interview in which the employee is required to participate and where the employee reasonably believes that such investigation will result in disciplinary action. Where the Hospital reasonably believes an investigatory

interview may result in suspension or discharge of the employee, it shall advise the employee in advance. The right to the presence of a Union Representative (Field Representative or Union steward) is conditioned upon a requirement that the Union Representative (Field Representative or Union steward) be available for participation in such investigatory interview within twenty-four (24) hours (excluding Saturday, Sunday, and holidays) of the employee's request for his/her presence.

28.7 CLEANSING PERIOD

Employee discipline for the same offense shall not be used against the employee for any purpose after fourteen (14) months. Serious issues legally defined, such as harassment or sexual harassment, or theft, or patient abuse or neglect, or threats or violence against an employee, patient or visitor will be used for five (5) years, however, such records will be kept in a separate file from the employee's personnel file in the Human Resources office for this period of time, if the employee is not terminated for the offense. If grieved or arbitrated and the charges or offenses are determined to be without merit or otherwise withdrawn, all records shall be purged of any references. The time limits set forth in this Section will be extended by the period of any employee leave or other absence from the workplace in excess of two (2) weeks.

ARTICLE 29 – GRIEVANCE & ARBITRATION

29.1 EXPEDITIOUS RESOLUTION OF GRIEVANCES

The Employer and the Union recognize that the goal of this Grievance and Arbitration procedure is to attempt to resolve grievances at the lowest level possible with the least amount of time and resources. The parties therefore agree that they have a mutual interest in making reasonable efforts to resolve grievances within ninety (90) days of the filing.

29.2 INFORMAL RESOLUTION

Experience shows that nearly all questions which arise under this Agreement can be settled without following the formal grievance procedure. If an employee or the Union has a dispute, the parties are expected to attempt to resolve the dispute at the lowest level possible. The employee or the Field Representative or Union Steward should first confer with the supervisor or with such other person as the Employer may designate and attempt to settle the matter. If the employee prefers, the employee may first consult with a Field Representative. The Employer will not refuse to schedule an informal discussion when requested by the affected employee and/or Field Representative.

It will not be considered an unfriendly act for an employee to consult with any Field Representative or to present a claim or complaint. There will be no retaliation against any employee for doing any of these.

29.3 DEFINITIONS

In this Article the following definitions apply:

- a. Grievance. A grievance is a dispute raised by the Union concerning the interpretation or application of any provision in this Agreement, including appendices and Side Letters. Unless otherwise provided in this Agreement, a violation of this Agreement is subject to this Grievance and Arbitration procedure set forth below.

Such grievances must be submitted in writing and should include the following:

- i. The date of the event or events on which the grievance is based;
- ii. The Article or Articles of the Agreement upon which the grievance is based;
- iii. A brief statement of the facts in support of the grievance;
- iv. The name or names of the employees affected by the grievance; except when the grievance affects an identifiable group of employees. In this case the group should be specifically described.
- v. The remedy sought by the grievance.

While it is the mutual intention of both parties that grievances should include the above information in writing, no grievance which is otherwise appropriate under this procedure shall be denied processing on the basis of any alleged or actual deficiency in Subsections 29.3(a)(i-v).

The parties retain all rights to present any additional facts, arguments, relevant contractual provisions, names of affected employees, and/or additional proposed remedies as a result of discussion, further investigation, and/or information received.

- b. Days. Days are calendar days. In this Article, whenever a period of time is specified, the day of the event or action which commences the period shall not be included in calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday, contract holiday, or Human Resources is closed for more than four (4) hours on a weekday, the period shall be extended to the next day which is not a Saturday, Sunday, contract holiday, or Human Resources closure.
- c. Limitation. Settlements reached in the grievance procedure shall not establish a precedent or a practice for future cases unless stated otherwise by written agreement signed by the Field Representative and by the Dignity Health Labor Relations designee.

29.4 GRIEVANCE PROCEDURE

If the dispute is not resolved informally, the following process shall be initiated:

The Union must initiate the grievance procedure by completing and delivering a written grievance form to the Human Resources Department within thirty (30) days of the date upon which either the grievant (in an individual grievance) or Union first became aware,

or reasonably should have first become aware, of the events or circumstances which gave rise to the grievance. Delivery may include electronic delivery to a recipient(s) or location(s) designated by the Employer.

A Grievance meeting shall be held to resolve the grievance within ten (10) days following receipt of the written grievance.

The Employer's designated representative will meet with up to two (2) Field Representatives (Field Representative and/or Union Steward or two [2] Union Stewards) and any affected employee on any grievance or issue concerning this Agreement. If additional employee(s) or Field Representatives have firsthand facts to present as a witness(es) concerning the Union's grievance such additional person(s) also may attend, by prior mutual agreement with the Employer at the time the meeting is set.

The date of the meeting shall be scheduled by mutual agreement between the parties, who shall work promptly to identify a date and time as soon as the Grievance is filed. The Human Resources representative or the Supervisor will respond in writing within ten (10) days after the meeting.

In the event that the Human Resources representative or the Supervisor does not respond in writing to the grievance within ten (10) days, the grievance may be advanced to arbitration pursuant to Subsection 29.6(a). Demand for Arbitration below.

The parties may mutually agree to continue a grievance meeting or schedule additional Grievance meetings.

29.5 UNION PARTICIPATION

A Field Representative and/or Steward, designated by the Union, has the right to be present at any grievance meeting called for the purpose of discussing an employee grievance.

29.6 ARBITRATION

- a. Demand for Arbitration. If the grievance is not resolved in the Grievance Meeting, the Union may proceed by submitting a written request for arbitration signed by the designated Field Representative to the Dignity Health Labor Relations' designee. The demand for arbitration must be received no later than fourteen (14) days following the Employer's written response to the Grievance Meeting or if no written response is provided, such notice must be given within thirty (30) days following the filing of the grievance. If such request is not received in the timelines set forth above, the grievance will be deemed to be withdrawn.
- b. Selection of Arbitrator. If the Union and the Employer have not resolved the dispute, they should proceed to schedule an arbitration date. The parties will schedule arbitration dates, selecting from the following arbitrators.

Barry Winograd

John Kagel
Frank Silver
Sara Adler
David Weinberg

Cases deferred to arbitration will be scheduled for the next available arbitration date with priority given to termination and economic liability matters.

c. Arbitration Hearing and Decision

- i. Exchange of Documents. The parties agree that at least ten (10) days prior to any arbitration, the parties will exchange documents that may be used at the hearing. If additional documents are discovered prior to the hearing, they will be promptly provided to the other party.
- ii. Filing of Briefs. The parties may file briefs with the Arbitrator but such briefs must be filed within ten (10) days of the arbitration hearing, unless mutually agreed otherwise.
- iii. Written Decision. The arbitrator shall render a decision in writing within thirty (30) days of the conclusion of the hearing. By mutual agreement, the parties may request a bench decision from the arbitrator.

- d. Arbitration Fees and Costs. The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter, if required by the arbitrator, shall be shared jointly by the parties. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use. If a party requests a court reporter and the opposing party does not request a court reporter, the requesting party shall be responsible for all costs and fees associated with the court reporter.

- e. Arbitrator's Authority. The Arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. Any remedy issued by the arbitrator, monetary or otherwise, may not go back more than thirty (30) days from the date the grievance was filed except for wage rate errors, paid time off and extended sick leave accrual errors that may be remedied for a period not to exceed three (3) years. Further, the arbitrator's decision will be final and binding upon all parties concerned.

29.7 PROCESSING GRIEVANCES IN GOOD FAITH

Consistent with the Preamble of this Agreement, the parties agree that it is in everyone's best interests to address grievances in a timely, professional and ethical manner. With

respect to a particular complaint or grievance of an employee concerning the interpretation or application of this Agreement the Field Representative or Shop Steward may inspect relevant material in the employee's personnel file upon which the Employer is or will be relying. Such information will be provided in a timely manner. Any party may request other information it deems relevant to the processing of a grievance. In the event of a disagreement of the appropriateness or relevance of any information requested, such disputes are not subject to the grievance procedure. This does not preclude either party from exercising its rights under any applicable laws.

29.8 EMPLOYEE PARTICIPATION

The Employer and the Union agree that employees having direct knowledge of facts giving rise to a grievance should feel free to participate on behalf of any party in all steps of the Grievance and Arbitration Procedure, and should be free from recriminations from either party for so doing.

29.9 ALTERNATIVE GRIEVANCE PROCEDURES

The Employer and the Union will explore and consider alternative approaches to streamline and expedite the process, including scheduling multiple cases to be heard on a single date, exchange documents prior to the scheduled hearing, submitting statements of fact and identifying witnesses prior to the hearing, waiving court reporter, transcript, and/or briefs, issuing bench decisions, mutually developing a form for the arbitrator to use to issue bench decisions, using a mediation process, or using a mediation-arbitration process.

ARTICLE 30 – COMMITTEES

30.1 JOINT LABOR MANAGEMENT COMMITTEE

a. Composition and Purpose

- i. There shall be a Joint Labor Management Committee of no more than three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. The Joint Labor Management Committee will be formed for the purpose of reviewing, discussing and resolving issues of mutual concern to the parties. This could include but not be limited to issues relating to health and safety, workforce planning, etc.
- ii. The parties shall advise each other in writing of appointments to the Committee, and on written notice to the other, the Union and/or the Employer may change their representatives on the Committee from time to time. Meetings shall be held monthly for no more than one (1) hour unless mutually agreed to otherwise.
- iii. Additionally, both a Union representative and the Human Resource/Employee & Labor Relations representative may participate in the Committee meetings.

- iv. The parties mutually agree that this Committee shall not be used for purposes of collective bargaining. Further, any disputes that may arise within the Committee shall not be subject to the Grievance and Arbitration provisions of this Agreement. However, this paragraph shall not prevent an employee, the Union or the Employer from subsequently pursuing an otherwise grievable issue through the Grievance and Arbitration provisions of this Agreement.
- b. Compensation. If an employee committee member is regularly scheduled to work during the time in which the committee meeting is held, the employee representatives on the Committee shall be compensated at straight-time pay for attendance at Committee meetings. Attendance at Committee meetings will not be considered “time worked” for the purposes of overtime calculation.
- c. Meeting Formalities and Frequency
 - i. Meetings of the Committee shall be held once a month or more often as mutually agreed.
 - ii. The parties shall each establish a Chair member for the Committee. Collectively these two individuals shall be identified as “Co-Chairs.”
 - iii. The Co-Chairs will alternate responsibility for drafting and circulating agendas for the monthly meetings.
 - iv. Agendas should be reviewed by the Co-Chairs and then circulated to all Committee members at least one (1) week before the meeting date.
 - v. The Co-Chair shall be responsible for documenting action items for each meeting.
 - vi. The parties agree that guests may attend Committee meetings by mutual invitation of both the Employer and the Union.

30.2 PATIENT CARE COMMITTEE

- a. Composition and Purpose
 - i. The Employer and the Union recognize the importance of providing quality patient care and an appropriate working environment for employees. The parties agree to establish a Patient Care Committee which shall be composed of three (3) bargaining unit employees selected by the Union and three (3) representatives of the Employer selected by the Employer.
 - ii. The purpose of this Committee is to monitor the quality of patient services and to make recommendations for improvement.
 - iii. The parties shall advise each other in writing of appointments to the Committee, and on written notice to the other, the Union and/or the Employer may change

their representatives on the Committee from time to time. Meetings shall be held quarterly for no more than two (2) hours unless mutually agreed to otherwise.

- iv. Additionally, both a Union representative and the Human Resource/Employee & Labor Relation representative may participate in the Committee meetings.
 - v. The parties mutually agree that this Committee shall not be used for purposes of collective bargaining. Further, any disputes that may arise within the Committee shall not be subject to the Grievance and Arbitration provisions of this Agreement. However, this paragraph shall not prevent an employee, the Union or the Employer from subsequently pursuing an otherwise grievable issue through the Grievance and Arbitration provisions of this Agreement.
- b. Compensation. If an employee Committee member is regularly scheduled to work during the time in which the Committee meeting is held, the employee representative on the Committee shall be compensated at straight-time pay for attendance at Committee meetings. Attendance at Committee meetings will not be considered “time worked” for the purposes of overtime calculation.
- c. Meeting Formalities and Frequency
- i. Meetings of the Committee shall be held once every quarter or more often as mutually agreed.
 - ii. The parties shall each establish a Chair member for the Committee. Collectively these two (2) individuals shall be identified as “Co-Chairs.”
 - iii. The Co-Chairs will alternate responsibility for drafting and circulating agendas for the monthly meetings.
 - iv. Agendas should be reviewed by the Co-Chairs and then circulated to all Committee members at least one (1) week before the meeting date.
 - v. The Co-chair shall be responsible for documenting action items for each meeting.
 - vi. The parties agree that guests may attend Committee meetings by mutual invitation of both the Employer and the Union.

ARTICLE 31 – CHANGE OF OWNERSHIP

31.1 PRIOR NOTICE BEFORE SALE OF HOSPITAL

When engaged in negotiations with a third party concerning the sale of the Hospital covered by this Agreement, Dignity Health will notify the Union within thirty (30) days after the signing of a Letter of Intent. Thereafter, Dignity Health will meet with the Union and consider the Union’s position as to the sale.

Dignity Health will remain faithful to its mission by exercising every reasonable effort to assure as a part of the negotiations that the proposed purchaser will be responsible and responsive to the needs of both its employees and the community.

31.2 NOTICE

In the event of a merger, sale, closure or other transfer of ownership of its operation in whole or in part, the Employer shall notify the Union in writing at least ninety (90) days prior to taking action. The Employer shall meet at the Union's request to engage in good faith bargaining over the impact of such change.

31.3 EMPLOYER ACTIONS

Prior to a merger, sale or other transfer of ownership of the Hospital to be operated as an acute care hospital, the Employer shall:

- a. inform the prospective acquiring purchaser of the existence of this collective bargaining agreement and of its general terms and conditions;
- b. provide purchaser with a copy of the Agreement.; and
- c. secure the purchaser's written commitment to:
 - i. make offers of employment to substantially all (80% or more) of those employees that submit applications for employment; and
 - ii. allow the Employer to terminate the transaction if the purchaser fails to provide written evidence that substantially all employees were offered employment. This paragraph does not apply to the sale or transfer of the Hospital if it is closed by the Employer prior to such sale or transfer.

The Employer shall not use the merger, sale, closure or transfer of ownership to evade the terms of this Agreement.

ARTICLE 32 – SEPARABILITY & SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be in conflict with state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. If a provision of this Agreement is invalidated by state or federal law, the Employer and the Union shall meet for the purpose of considering lawful substitute provisions.

ARTICLE 33 – NO STRIKE/NO LOCKOUT

There shall be no strike, lockout or other stoppages or interruptions of work during the life of this Agreement, except as provided in Article 3 (Subcontracting).

ARTICLE 34 – TERM OF THE AGREEMENT

This Agreement is effective April 30, 2019 and shall remain in full force and effect through August 18, 2023 and from year to year thereafter unless either party shall deliver to the other written notice of its desire to terminate or amend the Agreement at least ninety (90) days prior to August 18, 2023.

Dignity Health, dba Dominican Hospital



Renae Bugge
Senior Director, Employee & Labor Relations

Date: September 2, 2020

National Union of Health Care Workers



Sal Rosselli, President
National Union of Health Care Workers

Date: 9/9/2020



Alan Mulliner, J.D.
Senior Director, Employee & Labor Relations



Ralph R. Cornejo
Director, NUHW



Kyle Kloss
Director, Employee & Labor Relations

National Union of Health Care Workers Bargaining Committee

Barbara J. Barthel

Nikkole Pauss

John B. Benich

Marianne Peritore

Melissa L. DeVera

Ann Stepka

Lonna Dolder

Sharon L. Valdez

Heather Gerwin

Foley Weems

Ellen Kureshi

Barbara Williams

Michael McNulty

Sarah Williams

APPENDIX A – WAGES

1. STEP ADMINISTRATION – STEP INCREASES APPLIED ONLY IN SEPTEMBER IN EACH YEAR OF AGREEMENT

Effective the second (2nd) full pay period in September each year of the Agreement, beginning in September 2019, all employees eligible for a step increase based on their years of service in that calendar year will receive a step increase.

2. SCALE FOR 2019

- a. Effective the second (2nd) full pay period following April 30, 2019, all employees will receive a three percent (3%) across-the-board increase. The following is the wage scale effective the second (2nd) full pay period following April 30, 2019:

CLASSIFICATION	0	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	15 Years
Speech/Language Pathologist	48.7348	49.9531	51.2020	52.4820	53.7940	55.1388	56.5172	57.9301	59.6680
Physical Therapist	48.7348	49.9531	51.2020	52.4820	53.7940	55.1388	56.5172	57.9301	59.6680
Occupational Therapist	48.7348	49.9531	51.2020	52.4820	53.7940	55.1388	56.5172	57.9301	59.6680
Clinical Pharmacist	74.4656	76.3273	78.2355	80.1913	82.1962	84.2510	86.3573	88.5163	91.1718
Pharmacist	71.5628	73.3518	75.1856	77.0652	78.9918	80.9666	82.9907	85.0655	87.6175
Clinical Exercise Physiologist	35.9792	36.8787	37.8007	38.7457	39.7144	40.7073	41.7249	42.7681	44.0511
Registered Dietitian	38.9864	39.9611	40.9601	41.9841	43.0337	44.1095	45.2123	46.3426	47.7329

- b. November 2019 Scale Placement Adjustments. Effective the first (1st) full pay period of November 2019, each employee who is not yet on the rate provided on the wage scale will receive an increase as follows:

- i. Employees with fewer than fifteen (15) years of service at Dominican Hospital shall receive a two percent (2%) increase or the appropriate placement on the wage scale, whichever is less.
- ii. Employees with fifteen (15) years or more of service at Dominican Hospital shall receive a four percent (4%) increase or appropriate placement on the wage scale whichever is less.

3. **SCALE FOR 2020**

- a. Effective the first (1st) full pay period following April 30, 2020, all employees will receive a three percent (3%) across-the-board increase and the wage scale will be adjusted by three percent (3%). The following is the wage scale effective the first (1st) full pay period following April 30, 2020:

CLASSIFICATION	START	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	15 Years
Speech/Language Pathologist	50.1968	51.4517	52.7381	54.0565	55.4078	56.7930	58.2127	59.6680	61.4580
Physical Therapist	50.1968	51.4517	52.7381	54.0565	55.4078	56.7930	58.2127	59.6680	61.4580
Occupational Therapist	50.1968	51.4517	52.7381	54.0565	55.4078	56.7930	58.2127	59.6680	61.4580
Clinical Pharmacist	76.6996	78.6171	80.5826	82.5970	84.6621	86.7785	88.9480	91.1718	93.9070
Pharmacist	73.7097	75.5524	77.4412	79.3772	81.3616	83.3956	85.4804	87.6175	90.2460
Clinical Exercise Physiologist	37.0586	37.9851	38.9347	39.9081	40.9058	41.9285	42.9766	44.0511	45.3726
Registered Dietitian	40.1560	41.1599	42.1889	43.2436	44.3247	45.4328	46.5687	47.7329	49.1649

- b. November 2020 Scale Placement Adjustments. Effective the first (1st) full pay period of November 2020 each employee who is not yet on the rate provided on the wage scale will receive an increase as follows:
- Employees with fewer than fifteen (15) years of service at Dominican Hospital shall receive a two percent (2%) increase or the appropriate placement on the wage scale, whichever is less.
 - Employees with fifteen (15) years or more of service at Dominican Hospital shall be brought to scale.

4. **SCALE FOR 2021**

- a. Effective the first (1st) full pay period following April 30, 2021, all employees will receive a three percent (3%) across-the-board increase and the wage scale will be adjusted by three percent (3%). The following is the wage scale effective the first (1st) full pay period following April 30, 2021:

CLASSIFICATION	START	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	15 Years
Speech/Language Pathologist	51.7027	52.9952	54.3202	55.6782	57.0701	58.4968	59.9591	61.4580	63.3018
Physical Therapist	51.7027	52.9952	54.3202	55.6782	57.0701	58.4968	59.9591	61.4580	63.3018
Occupational Therapist	51.7027	52.9952	54.3202	55.6782	57.0701	58.4968	59.9591	61.4580	63.3018
Clinical Pharmacist	79.0006	80.9756	83.0000	85.0750	87.2019	89.3819	91.6165	93.9069	96.7242
Pharmacist	75.9210	77.8189	79.7644	81.7585	83.8024	85.8975	88.0448	90.2460	92.9534
Clinical Exercise Physiologist	38.1703	39.1246	40.1028	41.1053	42.1330	43.1864	44.2659	45.3727	46.7338
Registered Dietitian	41.3607	42.3947	43.4546	44.5409	45.6545	46.7958	47.9657	49.1649	50.6398

- b. November 2021 Scale Placement Adjustments. Effective the first (1st) full pay period of November 2021 any remaining employees who are below scale after the foregoing wage increases shall be brought to scale.

5. **SCALE FOR 2022**

Effective the first (1st) full pay period following April 30, 2022, all employees will receive a three percent (3%) across-the-board increase and the wage scale will be adjusted by three percent (3%). The following is the wage scale effective the first (1st) full pay period following April 30, 2022:

CLASSIFICATION	START	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	15 Years
Speech/Language Pathologist	53.2538	54.5851	55.9498	57.3485	58.7822	60.2517	61.7579	63.3018	65.2008
Physical Therapist	53.2538	54.5851	55.9498	57.3485	58.7822	60.2517	61.7579	63.3018	65.2008
Occupational Therapist	53.2538	54.5851	55.9498	57.3485	58.7822	60.2517	61.7579	63.3018	65.2008
Clinical Pharmacist	81.3706	83.4049	85.4900	87.6272	89.8180	92.0633	94.3650	96.7242	99.6259
Pharmacist	78.1986	80.1535	82.1573	84.2112	86.3165	88.4744	90.6862	92.9534	95.7420
Clinical Exercise Physiologist	39.3154	40.2984	41.3058	42.3385	43.3970	44.4820	45.5939	46.7339	48.1358
Registered Dietitian	42.6015	43.6666	44.7582	45.8772	47.0241	48.1996	49.4047	50.6398	52.1590

6. **SCALE FOR 2023**

Effective the first (1st) full pay period following April 30, 2023, all employees will receive a three percent (3%) across-the-board increase and the wage scale will be adjusted by three percent (3%). The following is the wage scale effective the first (1st) full pay period following April 30, 2023:

CLASSIFICATION	START	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	15 Years
Speech/Language Pathologist	54.8514	56.2227	57.6283	59.0690	60.5456	62.0592	63.6106	65.2008	67.1569
Physical Therapist	54.8514	56.2227	57.6283	59.0690	60.5456	62.0592	63.6106	65.2008	67.1569
Occupational Therapist	54.8514	56.2227	57.6283	59.0690	60.5456	62.0592	63.6106	65.2008	67.1569
Clinical Pharmacist	83.8117	85.9070	88.0547	90.2560	92.5125	94.8252	97.1959	99.6259	102.6147
Pharmacist	80.5446	82.5581	84.6221	86.7376	88.9060	91.1286	93.4068	95.7420	98.6143
Clinical Exercise Physiologist	40.4949	41.5073	42.5450	43.6086	44.6989	45.8164	46.9617	48.1359	49.5799
Registered Dietitian	43.8795	44.9766	46.1010	47.2535	48.4348	49.6456	50.8868	52.1590	53.7238

APPENDIX B – THERAPIST ADVANCEMENT PROGRAM

THERAPIST ADVANCEMENT PROGRAM (TAP) APPLICATION 2019 TO 2020 AND EFFECTIVE SEPTEMBER 2020

The Employer will establish a Committee of employees selected by the Union and management representatives selected by the Employer to address any outstanding issues related to the implementation and structure of the TAP Program as set forth in the Draft Document that follows. Discussions of the Committee may include the possibility of inclusion of other classifications in a TAP program.

APPENDIX C – DUES/COPE FORM



NATIONAL UNION OF HEALTHCARE WORKERS MEMBERSHIP APPLICATION / DUES & COPE DEDUCTION AUTHORIZATION

MEMBERSHIP APPLICATION

First Name	M.I.	Last Name
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
Social Security Number	Birthdate (mm/dd/yy)	Gender
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
Street Address		
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
City	Zip	
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	
Personal Cell Phone	Home Phone	
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	
Home Email		
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
Employer/Facility	Date of Hire	
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	
Work Location/Campus/Department	Job Classification	
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	
Work Phone	Ext.	
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	
Work Email		
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		

I hereby request and accept membership in National Union of Healthcare Workers, and authorize National Union of Healthcare Workers as my union and exclusive representative with my Employer(s) concerning wages, hours, and other terms and conditions of employment. I agree to abide by the Constitution and Bylaws and all amendments thereto, and by any contracts that may be in existence at the time of this application or that may be negotiated by the Union.

I hereby authorize my employer to deduct from my wages and to pay to the National Union of Healthcare Workers the designated monthly dues necessary to secure and maintain Union membership as required by the Constitution and Bylaws of the Union and any applicable contracts. I understand that my Union dues rates will periodically increase or otherwise change in accordance with the Union's Constitution and Bylaws.

I agree to receiving text and email messages and to the terms at nuhw.org/privacy-policy, with the option to opt out at any time.

Signature _____ **Date** _____

COPE AUTHORIZATION - VOLUNTARY CAMPAIGN CONTRIBUTIONS

In order to build political power for healthcare workers by helping win on issues and elect candidates who are supportive of healthcare and workers' rights, I hereby authorize and direct my employer to deduct from my paycheck the following sum and remit that amount to NUHW COPE:

Please make a deduction from my paycheck in the amount of: ☐\$5 ☐\$10 ☐\$15 ☐\$20 ☐\$25 **per month.**

I understand that this deduction is not tax-deductible and that this contribution is strictly voluntary and will be used for political purposes.

The signing of this authorization form and the making of these voluntary contributions are not conditions of membership in NUHW nor of my employment. My Union will not favor or disadvantage anyone by reason of the amount of their contribution or decision not to contribute. I may refuse to contribute without reprisal. My payroll deduction will continue until I notify NUHW in writing of any change. The submission of a new deduction authorization form will supersede any previous authorizations for this payroll deduction. I have the right to terminate this deduction at any time by providing written notification to NUHW.

Federal campaign law requires political committees to report the following information for individuals whose contributions are more than \$200 per year: name, address, occupation, and employer. All information will be kept confidential unless disclosure is required by law. You must be a member of NUHW to make a contribution. You must be a U.S. Citizen or a person lawfully admitted for permanent residency in the United States in order to contribute. Contributions to NUHW COPE may not exceed \$5,000 per calendar year per contributor.

Signature _____ **Date** _____

Original: Employer or NUHW

Copy: Employee

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APPENDICES D (PENSION - SUMMARY PLAN DESCRIPTION) AND E (HEALTH PLANS - SUMMARY OF BENEFITS)

The following 2019 documents referring to “Pension” (Appendix D) and “Health Plans” (Appendix E) are provided as reference only and are not contractual language. The summary plan documents are subject to revision according to established procedures as provided in the plan documents. The most up-to-date information can be found in the Dignity Health Employee Portal.

APPENDIX D – PENSION – SUMMARY PLAN DESCRIPTION

UNDERSTANDING THE DIGNITY HEALTH RETIREMENT PROGRAM

Dignity Health offers a comprehensive retirement program that combines a pension plan and a savings plan. The pension part delivers a benefit that's fully paid by Dignity Health; the savings part gives you the opportunity to save before-tax dollars and receive a Dignity Health company match, in most cases.



Here's how the pension and savings plans work together to deliver a retirement benefit to you:

- **The Pension Plan** provides income for you and your family during retirement. Based on your service, you are credited with a specific percentage of your pay each year. This retirement benefit grows over time through increasing pay credits and interest.
- **The Savings Plan** allows you to save before tax dollars and receive an additional \$1 for every \$2 you save by way of a Dignity Health matching contribution. Dignity Health will match the first 6% you contribute. The earlier you start saving, the more you will have at retirement. You decide how the contributions to your account – both yours and Dignity Health's – are invested.

Earning Your Retirement Benefit

Vesting service determines how much of your retirement benefits you are entitled to:

- ❖ Once you have five years of vesting service or turn age 65 while employed by Dignity Health, you are considered 100% "vested," which means you are entitled to receive your full benefit at retirement. If you leave Dignity Health before age 65 and without five years of vesting service, you forfeit any benefit accruals in the Pension Plan. You may be partially vested in the company match account in the Savings Plan with less than five years of vesting service.
- ❖ Vesting service typically includes all periods of employment at a facility, even before affiliation with Dignity Health.
- ❖ To earn a year of vesting service, you must work at least 1,000 hours in that year.

HOW THE PENSION BENEFIT WORKS

Who Is Eligible

As an employee of Dignity Health, you become a participant in the Dignity Health Pension Plan on the first of the month after you complete a *year of eligibility service*, which is 1,000 hours in the twelve consecutive months following your hire date. If you do not complete 1,000 hours in the first twelve months after your hire date, you are eligible on January 1 following the calendar year in which you work 1,000 hours.

Vesting

Vesting refers to your right to receive a benefit from the Plan at age 65 (or earlier if you satisfy the Plan's requirement for early retirement).

You become vested in your pension benefits when you:

- ❖ complete five *years of vesting service*, or
- ❖ reach age 65 while employed, whichever is earlier.

You are credited with a year of vesting service for each calendar year in which you complete at least 1,000 hours of service. You will also earn Partial Vesting Service in your year of termination if you don't work 1,000 hours but were working at a rate to earn 1,000 hours in the year.

Vesting Service generally includes all periods of employment at the facility, even before affiliation with Dignity Health.

Your Pension Benefit

The Pension Plan provides income for you and your family during retirement. Based on your age, you earn a piece of your benefit each year using that year's pay. This retirement benefit grows over time and is credited with interest each year until you take your retirement benefit.



Percent of Pay Contribution

At the end of each calendar year in which you complete at least 1,000 hours of service, a percentage of your pay is credited to your GGA account balance. The percentage of pay is based on your age at the beginning of the year, as indicated in the chart below.

Age (as of January 1)	Percentage of pay credited to your account each year
Under 45	4%
45 to 54	5%
55 and over	6%

Interest Credits

The value of your account grows over time with an annual interest credit. The account currently earns interest at an annual rate of 5%. You will earn this credit every year until you retire and begin receiving your benefit. You continue to earn interest credits even if you work less than 1,000 hours or stop working at Dignity Health.

Example

Let's take a look at an example of how the Guaranteed Growth Account formula works to help you reach your retirement goals. Mark begins earning his benefit at age 35 and works full-time until age 65. Let's say he earns \$50,000.

Pension	Age*	Cash Balance%	Salary**	Percent of Pay Contribution	Cash Balance Interest	End of Year Pension Cash Balance Account Balance
Mark begins earning his cash balance pension benefit at age 35. Here's a snapshot of how his account accumulates for a few of those years.	35	4.00%	\$50,000	\$2,000	\$0	\$2,000
	36	4.00%	51,000	2,040	100	4,140
	37	4.00%	52,020	2,081	207	6,428
	45	5.00%	60,950	3,047	1,366	31,741
	55	6.00%	74,297	4,458	4,308	94,917
	64	6.00%	88,792	5,328	9,329	201,240

*Age on January 1 each year

**Total salary for the year, assumed to grow at 2.0%

Receiving Your Pension Benefits

When planning for retirement, you also need to think about how you want to receive your benefit. Under the Guaranteed Growth Account formula, you have the opportunity to take your benefit as either an annuity or a lump sum.

Normal Retirement

Your normal retirement date under the Plan is the first of the month following your 65th birthday. For example, if you turn 65 on August 12, 2011, your normal retirement date will be September 1, 2011. If you work for Dignity Health until you reach age 65, you are completely vested in your pension benefit, regardless of how many years you have worked.

Early Retirement

After you leave Dignity Health, at age 55 or older and before age 65, if you have at least ten years of vesting service, you may begin receiving early benefits.

For example, if you terminate employment on October 4, 2011, at age 62 with at least ten years of vesting service, you may begin receiving benefits as early as November 1, 2011.

If you choose the lump sum benefit, you will receive your entire account balance as of your benefit start date. If you choose an annuity benefit, your account balance will be converted to a monthly annuity using market factors applicable to the year in which you retire.

Late Retirement

If you work past age 65, you will continue to earn additional retirement benefits. You may begin receiving benefits on the first day of the month after you stop working.

Termination

If you terminate employment after you are vested but before you are eligible to retire, you can begin receiving payments at your normal retirement date, or as early as age 55 provided you have at least ten years of vesting service at your termination date.

Payment Methods

The Dignity Health Retirement Program offers several pension payment options as described below. It is your responsibility to call the Dignity Health Benefits Service Center to initiate payment of your benefits.

Normal Form of Benefit

If you are not married, a Single Life Annuity is a benefit payable over your lifetime only. A 50% Qualified Joint and Survivor Annuity is the normal form if you are married. This provides that 50% of your benefit will continue to your spouse following your death.

Optional Forms of Payment From the Guaranteed Growth Formula

You can select from one of the following optional forms. The amount payable under each option below is adjusted based on your age and your beneficiary's age, if applicable.

Single Life Annuity

You can request to receive your monthly benefit payments over your lifetime only with no continuing benefit for your spouse or beneficiary.

50%, 66 2/3%, or 100% Joint and Survivor Annuity

You can request to have your monthly benefit reduced so that 50%, 66 2/3%, or 100% of your benefit amount will continue to your spouse or beneficiary if you die first. If your spouse or beneficiary dies first, your benefit amount will not change from what you were receiving when benefits first began.

5-, 10-, or 15-Year Certain and Life Annuity

You can request to have your monthly benefit reduced and paid to you for your lifetime with the guarantee that if you die before 60 payments (5 years), 120 payments (10 years), or 180 payments (15 years) are made, your spouse or beneficiary will receive the monthly payments until the "certain" period (5, 10 or 15 years) ends. After that, payments will stop.

Lump Sum

You can request a lump sum distribution (total withdrawal of your account balance).

Termination and Reemployment

If you terminate employment after becoming a vested participant and are rehired at a future date, you will automatically resume participation in the Plan on your rehire date.

If you terminate employment before becoming vested, your prior years of vesting service and your years of pension service will be fully restored when you are rehired if you have not incurred a “total break in service”. A “total break in service” occurs when you have more than five consecutive years in which you completed less than 501 hours of service in each of those years.

If you are rehired after you begin receiving a benefit but before you are age 65, your benefits will be suspended if you are working at a rate of 1,000 hours in a plan year. Your benefits will start again after your subsequent retirement. Your final benefit will be recalculated to take into account any additional benefits you accrued during the suspension and any benefits previously paid. Your benefit will not be suspended if you are working at a rate of less than 1,000 hours per year.

If you are rehired at or after age 65, you may continue receiving your pension plan payments without suspension regardless of the number of hours you work.

Disability Benefit

You will be entitled to a disability benefit if, on the date your disability occurs, you are vested and you terminate from Dignity Health due to total and permanent disability as qualified by the Social Security Administration. Your Disability Benefit shall be equal to (1) or (2) below:

1. If you have 10 or more years of vesting service at your disability date, you will receive an unreduced accrued benefit payable as a Single Life Annuity until age 65.
2. If you have between 5 and 10 years of vesting service at your disability date, you will receive 50% of your accrued benefit payable as a Single Life Annuity until age 65.

At age 65, your Normal Retirement Benefit begins and you will need to choose a form of payment. This applies whether you are on disability (1) or (2) above. Your pre-cash balance formula disability benefit is determined under the pre-cash balance formula, under which you were covered. Please note, however, that you cannot earn additional benefit service under the pre-cash balance formula after you entered the Guaranteed Growth Account formula.

Death Benefits

If you die after you are vested but before benefits begin, the Plan will provide either a one-time lump sum distribution of your entire account balance or a monthly death benefit pension to your surviving spouse or beneficiary. If your spouse or beneficiary elects a monthly benefit, it will be equal to the amount your spouse or beneficiary would have received if you had:

- ❖ Terminated employment on the day before your death,
- ❖ Elected to receive your benefit in the form of a 50% Joint and Survivor Annuity commencing on your normal retirement date (age 65), and then
- ❖ Died immediately before receiving the first payment.

Your spouse or beneficiary may elect earlier commencement of benefits, but not before the time you would have been first eligible to commence benefits, had you survived.

THE SAVINGS PLAN

Enrollment and Vesting

Enrollment

You can enroll in the Savings Plan and begin contributing on a before-tax basis at any time during the year. There is no waiting period.

To participate in the Savings Plan, visit www.netbenefits.com or call Fidelity at 800.343.0860.

You are eligible for Dignity Health matching contributions after you complete 12 months of service in which you worked at least 1,000 hours. You are credited with one year of eligibility service if you complete 1,000 hours of service during the 12 consecutive months after your date of hire, or during any Plan Year after that. The Plan Year runs from January 1 through December 31.

Vesting

You become vested in your Savings Plan benefits as follows:

- ❖ You are always 100% vested in your own contributions.
- ❖ The Dignity Health matching contributions vest 20% per year. Vesting is determined by your service, not by how long you've been contributing. Once you complete 5 or more years of Vesting Service, you are fully vested.

You are credited with a year of vesting service for each calendar year in which you complete at least 1,000 hours of service. In addition, you earn vesting service for years in which you earn 1,000 hours of service with a reciprocating employer.

Contributions to the Savings Plan

Before-Tax Contributions

You may contribute up to \$17,500 from your pay on a before-tax basis in 2014. The IRS may increase the annual limit each year. Dignity Health deducts your contributions from your pay before income taxes are withheld. This reduces your taxable income, so you pay less tax now while you save for your future. (Note that before-tax contributions do not reduce your other pay-related benefits, such as your pension, life insurance or Social Security benefits.)

Catch-up Contributions

The IRS permits additional contributions to participants who are over age 50. The purpose is to help those who begin contributing late to catch up and accelerate their savings before retirement. So, if you are age 50 or older, you may save up to an additional \$5,500 in 2014, for a year 2014 total (before-tax + catch-up) of \$23,000.

Matching Contributions

Each pay period, Dignity Health provides a match to your before-tax contributions – \$1 for every \$2 on the first 6% of pay that you contribute (to a maximum Dignity Health contribution of 3% of your pay). That's a 50% return on your money even before you start investing.

So, if you earn \$50,000 a year and contribute 6% of pay, or \$3,000, to the Savings Plan, Dignity Health will add another \$1,500 to your account.

Your Contributions	Dignity Health Matching Contributions
You can enroll in the Savings Plan when you are first hired at Dignity Health or any other date. You are always 100% vested in your own contributions.	You begin receiving matching contributions after one year of employment in which you worked at least 1,000 hours. You gradually become vested in any matching contributions (20% for each year of vesting service), until you are 100% vested with five years of vesting service.

Your Investment Options

Because choosing investments is an important part of the Savings Plan, you have a variety of investment options, each with different investment goals and levels of risk. You can choose to invest your contributions and Dignity Health matching contributions in any combination of the available funds.

When you take money out of the plan, you receive the value of the contributions and the investment gains (or losses) on this money.

Managing Your Account

You can contact Fidelity by calling 800.343.0860 or netbenefits.com to:

- ❖ Review your account status
- ❖ Change investments
- ❖ Ask questions
- ❖ Learn about investing

In-Service Withdrawals And Loans

Because the Savings Plan is intended to help you save for retirement, your ability to make withdrawals while you are still working is restricted. However, the Plan does provide for withdrawals of your own Savings Plan contributions (not including any investment gains) in the event of severe financial hardship.

You should be aware that the rules and limits on withdrawals and loans while you are employed by Dignity Health are governed by the Internal Revenue Service.

Hardship Withdrawals

You may request a withdrawal of your own Savings Plan contributions (not including any investment gains) if you have a severe financial hardship. The following are considered severe financial hardships under the Savings Plan:

- ❖ Purchase of your primary residence
- ❖ Payment of uninsured medical expenses for yourself or a dependent
- ❖ Tuition expenses for the next 12 months of post-secondary education for yourself or a dependent
- ❖ Payment to prevent eviction from or foreclosure on your primary residence
- ❖ Burial or funeral expenses for parent, spouse, children or dependants
- ❖ Expenses for repair of your principal residence that would qualify as a deductible casualty expense on your tax return

To request a hardship withdrawal, you must complete a hardship withdrawal application. You may only withdraw as much money as you need to meet the financial hardship, although you may include the amount of state and federal income taxes you will have to pay on the withdrawal.

Hardship withdrawals are generally considered ordinary income for tax purposes. In addition to regular income taxes, in most cases your withdrawal will also be subject to federal (10%) and state penalty taxes (2½% in CA) if you are under age 59½. If you are 59½ or older, you will not be required to pay penalty taxes, but ordinary income taxes will still apply.

Please note that you will not be allowed to make any contributions to your Savings Plan for a period of six months after receiving a hardship withdrawal which could also affect the amount of employer matching contributions you could receive.

Loans

In general, you may borrow up to 50% of your Savings Plan Account, up to a maximum of \$50,000, reduced by your highest outstanding loan balance(s) for the preceding 12-month period. You may have only one loan at a time.

You may request a loan for any reason from Fidelity. Generally, you must repay your loan within five years, and payments are deducted from your checking account. Your loan repayment period may be longer if you intend to use your loan to purchase your primary residence.

You must repay the amount you have borrowed (the principal) in full. You will also be charged interest on your loan amount.

In-Service Withdrawals At Age 59 ½

You may request a withdrawal of all or any portion of your contributions in the Savings Plan Account after attaining age 59½, even if you are still working with Dignity Health.

Distribution of Your Account

You can receive a distribution of your Savings Plan after you terminate employment from Dignity Health.

You must begin payments by April 1 of the year following the year in which the later occurs:

- ❖ you terminate employment with Dignity Health, or
- ❖ you reach age 70½.

To receive a distribution, please contact Fidelity.

Termination and Reemployment

Rejoining the Plan

Immediately upon your rehire, you will be eligible to make contributions to the Plan.

If you were previously eligible to receive matching contributions, you will again be eligible for matching contributions on your date of rehire as an eligible employee. If you were not previously eligible to receive matching contributions, you will be treated as a new employee and become eligible for such contributions as described in the Enrollment and Vesting under the Savings Plan sections of this booklet.

Disability Benefit

If your employment terminates because you become totally disabled, you will automatically become 100% vested in your Savings Plan regardless of your years of service. At that time, you may receive a distribution of your Savings Plan as soon as administratively feasible. Disability generally means you are unable, for physical or mental reasons, to engage in any occupation or employment for wages or profit, which results in termination of your employment with the employer. You will be determined to be disabled only if you are eligible to receive disability benefits by the Social Security Administration.

Death Benefits

Once you join the Plan, you will be asked to name the person or persons who will receive your Savings Plan when you pass away. You can change your beneficiary designation at any time on the netbenefits.com site.

If you are married, your spouse is automatically designated as your beneficiary; however, you may designate someone else as your beneficiary.

If you do not designate a beneficiary and you die before the full value of your vested Savings Plan has been distributed, the rest of your Savings Plan will be paid in the following order:

- ❖ to your spouse, if any,
- ❖ to your surviving child(ren), in equal shares, if any,
- ❖ to your surviving parent(s), in equal shares, if any, or
- ❖ to your estate.

The rules regarding the payment and taxation of death benefits are complex. Please check with your financial advisor or accountant if you need more information.

THE PENSION PLAN AND THE SAVINGS PLAN

Hours of Service

Hours of service may include all of the time you work at any Dignity Health Facility, and service at a Facility prior to being a Dignity Health Facility may be taken into account.

You earn one hour of service for each hour you are paid by your employer (including back pay). This includes hours you work and also hours when you do not actually work but receive compensation, such as vacation, holiday, jury duty or illness (but excluding severance periods after December 31, 1998). You are also able to earn hours of service while you are on an approved leave of absence, on maternity or paternity leave, on military duty, or on a temporary layoff if you return to active employment.

Transition from Your Prior Plan or Formula with the Pension Plan (If applicable)

Vesting service means years of service to Dignity Health in which you were paid for 1,000 hours of service, regardless of your pension plan or formula. The same vesting service applies to all of your retirement benefits within Dignity Health.

Transfers into and from the Guaranteed Growth Account Formula

If you are a GGA formula participant and transfer to an employment status or Facility that no longer allows you to be a participant in the formula, you will no longer be a participant on the January 1 following the date of your transfer. If you become eligible again during that period, you will continue to be a participant as if you had not transferred. Similarly, if you transfer into a status or position that makes you eligible for the GGA formula, you will become a participant on the January 1 after the date of your transfer.

PLAN ADMINISTRATION

Applying for Benefits

Pension Plan benefits cannot start until the first of the month after you have filed your application. Your first pension payment will be made as soon as administratively feasible after the first of the month. You should start the process by calling Dignity Health Benefits Service Center at 855.475.4747.

Claims Procedure

Dignity Health has engaged a company to which it has delegated the administration of the Pension Plan. Dignity Health, along with this company, is responsible for accurately determining your benefits. If you disagree with your benefit amount, you or your authorized representative may ask for a review by submitting a written request to the Director, Retirement Programs. Your request should include the issues and comments you feel are important. You may also review pertinent documents if you wish.

If your initial claim is denied, you may appeal this decision. Appeal instructions are included with a claim denial decision letter.

OTHER THINGS YOU SHOULD KNOW

Pension Plan Assets

All of the Dignity Health Pension Plan's assets are held in a trust maintained by a Trustee named by the Dignity Health Board of Directors. The Pension Plan trust is not part of Dignity Health or your facility, and its assets are held exclusively to pay Dignity Health Pension Plan benefits. The assets cannot revert to or paid to Dignity Health or your Facility, unless the Plan is terminated and there are enough assets to pay all benefits earned by all participants.

Maintenance of the Pension Plan

While Dignity Health intends to maintain the Pension Plan, it reserves the right to terminate, amend or modify all or part of the Plan at any time. If the Dignity Health Pension Plan is terminated, all participants' benefits' accrued to the date of termination will become 100% vested regardless of length of service.

In addition, Dignity Health may not take away any monthly pension benefits that you have already earned.

Pension Plan Administration

Dignity Health is the sponsor of the Pension Plan. Administration of the Pension Plan has been delegated to a company with expertise in administering complex pension plans.

How You Can Lose Benefits

You may lose (forfeit) your Plan benefits if you terminate your employment with your Facility and any Dignity Health employer before you are vested (see the Vesting section of this booklet).

However, it is possible that your years of vesting and benefit service may be restored if you are rehired (see the Termination and Reemployment section of this booklet).

Effect on Taxes

The Plan has been designed to meet Internal Revenue Code requirements to take advantage of special tax treatment for plans like ours. This means that the benefits that you earn are not currently taxable to you. You are taxed only when you actually receive benefits from the Plan. The taxation depends on when and how your benefits are paid to you.

In general, any payments you receive from the Plan will be subject to ordinary income tax. In addition to income taxes, if you receive a lump sum payment before age 55 on account of your termination, it may also be subject to a 10% federal and a state early distribution penalty tax.

You may be able to defer paying income taxes and the early distribution penalty tax on a lump sum payment you received from the Plan by depositing the payment into another employer's plan or an IRA. This is called a "roll-over," and it must be made within 60 days of receiving a direct distribution from the Plan. There are some exceptions to this rule. Be sure you have all of the facts before you act.

To avoid a mandatory 20% federal withholding on lump sum distributions, you must elect to have the Plan Administrator transfer your account directly to an IRA or another employer's plan. In general, you will be provided with a summary of the rules governing rollovers and the tax treatment of lump sum distributions received from the Plan. However, the tax treatment of distributions is quite complex and subject to frequent changes. Consult your accountant before you receive a lump sum payment from the Plan.

Relationship with Social Security

Benefits from this Plan are in addition to any benefits you may receive from Social Security. You can contact the Social Security Administration to get an estimate of your Social Security Benefit.

Qualified Domestic Relations Order

As a general rule, the benefits under the Dignity Health Pension Plan cannot be alienated. This means your interest in the Dignity Health Pension Plan may not be sold, used as collateral for a loan, given away, or otherwise transferred. In addition, no creditors (except the IRS) may attach, garnish, or otherwise interfere with your benefits.

There is an exception to this general rule. The Plan Administrator may comply with a Qualified Domestic Relations Order (QDRO). A QDRO is a decree issued by a court requiring you to pay child support or alimony, or otherwise allocates part of your account balance to your spouse, former spouse, child, or other dependent.

If a QDRO is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Plan Administrator will determine the validity of any domestic relations order served upon the Dignity Health Pension Plan.

Information Available

As a participant in the Dignity Health Pension Plan, you may:

- ❖ Examine, without charge at the Plan Administrator's office, all plan documents.
- ❖ Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator.
- ❖ Obtain a statement telling you whether you have a right to receive a Dignity Health Pension Plan benefit at age 65, and if so, what your Dignity Health Pension Plan benefits would be at normal retirement age if you stop working now.

If you have any questions about the Dignity Health Pension Plan, you should contact the Dignity Health Benefits Service Center at 855.475.4747 or utilize the Retirement Income Modeler on the Total Rewards Portal "My Financial Security" page.

PLAN DIRECTORY

Dignity Health Retirement Program

Name of Plan	Dignity Health Pension Plan	Dignity Health Savings Plan
Plan Year	January 1 through December 31	January 1 through December 31
Name and Address of Employer	Dignity Health 185 Berry Street, Suite 300 San Francisco, CA 94107	Dignity Health 185 Berry Street, Suite 300 San Francisco, CA 94107
Plan Sponsor	Dignity Health 185 Berry Street, Suite 300 San Francisco, CA 94107 415.438.5500	Dignity Health 185 Berry Street, Suite 300 San Francisco, CA 94107 415.438.5500
Employer Internal Revenue Service Identification Number	94-1196203	94-1196203
Plan Number	001	003
Plan Administrator	Dignity Health Retirement Plans Sub-Committee 185 Berry Street, Suite 300 San Francisco, CA 94107 415.438.5500	Dignity Health Retirement Plans Sub-Committee 185 Berry Street, Suite 300 San Francisco, CA 94107 415.438.5500
Plan Trustees	State Street Bank and Trust Company 633 W. 5 th Street, 12 th Floor Los Angeles, CA 90071	Fidelity Management Trust Company 82 Devonshire Street Boston, MA 02109

Name of Plan	Dignity Health Pension Plan	Dignity Health Savings Plan
Agent for Service of Legal Process	Service of legal process may be made upon the Retirement Plans Sub-Committee.	Service of legal process may be made upon the Retirement Plans Sub-Committee.
Type of Plan	Dignity Health Pension Plan is a defined benefit plan.	The Dignity Health Savings Plan is a combination of a 403(b) tax- sheltered annuity (TSA) plan and a 401(a) employer defined-contribution retirement plan.
More Information	If you have any questions or concerns about the Dignity Health Pension Plan, please contact DignityHealthMember.org/TotalRewards or call 855.475.4747.	If you have any questions or concerns about the Dignity Health Savings Plan, please visit DignityHealthMember.org/TotalRewards or call 800.343.0860.

APPENDIX A - PARTICIPATING FACILITIES

The following Facilities' Employees are eligible for the Guaranteed Growth Account formula, effective as of January 1, 2005:

- ☐ Arroyo Grande Community Hospital
- ☐ Bakersfield Memorial Hospital
- ☐ Bruceville Terrace
- ☐ California Hospital Medical Center
- ☐ Chandler Regional Hospital
- ☐ Community Hospital of San Bernardino
- ☐ Dignity Health Corporate
- ☐ Dignity Health Phoenix (former SBS)
- ☐ Dignity Health Southern California Regional Office (Pasadena)
- ☐ Dominican Hospital
- ☐ Dominican Oaks
- ☐ French Hospital Medical Center
- ☐ Glendale Memorial Hospital and Health Center
- ☐ Marian Medical Center
- ☐ Mercy Hospital (Bakersfield)
- ☐ Mercy Hospital of Folsom
- ☐ Mercy General Hospital (Sacramento)
- ☐ Mercy Medical Center Mt. Shasta
- ☐ Mercy Medical Center (Redding)
- ☐ Mercy San Juan Medical Center
- ☐ Methodist Hospital of Sacramento
- ☐ Northridge Hospital Medical Center (Roscoe Campus)
- ☐ Saint Francis Memorial Hospital
- ☐ Sequoia Hospital
- ☐ Shasta Senior Nutrition Center
- ☐ St. Bernardine Medical Center
- ☐ St. Elizabeth Community Hospital
- ☐ St. John's Pleasant Valley Hospital
- ☐ St. John's Regional Medical Center
- ☐ St. Joseph's Regional Health System
- ☐ St. Joseph's Hospital and Medical Center (Arizona)
- ☐ St. Joseph's Behavioral Health Center
- ☐ St. Joseph's Medical Center (Stockton)
- ☐ St. Mary Medical Center (Long Beach)
- ☐ St. Mary's Medical Center (San Francisco)
- ☐ St. Rose Dominican Hospital Rose de Lima
- ☐ St. Rose Dominican Hospital Siena Campus
- ☐ Woodland Healthcare

The following Facilities' Employees are eligible for the GGA formula, effective as of January 1, 2006:

- ☐ Dignity Health Medical Foundation

Revised: July 30, 2014

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The following Facilities' Employees are eligible for the GGA formula, effective as of January 1, 2007:

- └ Mercy Medical Center Merced Dominican Campus including AFSCME
- └ Mercy Medical Center Merced Community Campus including AFSCME
- └ Mercy Gilbert Medical Center
- └ St. Rose Dominican Hospital San Martin Campus

The following Facilities' Employees are eligible for the GGA formula, effective as of January 1, 2008:

- └ Sequoia Hospital – AFSCME Bargaining Unit
- └ Sequoia Hospital – AFSCIAB Bargaining Unit

The following Facilities' Employees are eligible for the GGA formula, effective as of January 1, 2010:

- └ Mark Twain Medical Center

APPENDIX E – HEALTH PLANS – SUMMARY OF BENEFITS

042219

Dignity Health Benefits

FACILITY SPECIFIC BENEFIT INFORMATION FOR

Dominican Hospital - Non-Union, NUHW & SEIU-UHW

Dominican Oaks - Non-Union, NUHW & SEIU-UHW

This document contains important information about your Medical, Dental, Vision, Life, Accidental Death & Dismemberment and Long-term Disability Plan options. It also describes the Default Plan and Rollover Plan, which are the package of benefits provided to you if you do not enroll by the enrollment deadline. If you have any questions, contact the Dignity Health Employee Service Center at 855.475.4747 and press "1".

2019 Summary of Benefits

ELIGIBILITY

Minimum hours per pay period	40
Waiting Period	30 days
Eligibility Date	1st of the month following completion of waiting period Newborns are not automatically enrolled; you must elect coverage within 31 days of the birth by logging on to the Dignity Health Total Rewards Portal.
	Dual coverage is not allowed in any medical, dental or vision plan

ELIGIBLE DEPENDENTS

Eligible dependents include the following:

- One adult from the following categories:*
 - Spouse
 - Registered Domestic Partner
- Dependent Child(ren)

** One adult from the category of Spouse, Registered Domestic Partner (RDP), Legally Domiciled Adult (LDA) or Adult Tax Dependent (ATD) may be enrolled. A currently covered LDA or ATD who annually meets the requirements as an eligible dependent can continue coverage.
SEIU-UHW: As of May 31, 2012, no new LDA or ATD is allowed to be covered.
Non-Contractual: As of December 31, 2013, no new LDA or ATD is allowed to be covered.*

For eligible dependents definitions, refer to the Dignity Health Summary Plan Description (SPD).

MEDICAL PLAN OPTIONS

Dignity Health HMO C R
Dignity Health POS C
Dignity Health PPO

DENTAL PLAN OPTIONS

Delta 1200
Delta 2500

VISION PLAN OPTIONS

Dignity Health Vision Plan
Dignity Health Vision Plan Plus

Dignity Health Benefits

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2018 Summary of Benefits

LIFE & AD&D INSURANCE OPTIONS

Life and AD&D coverage options include:

Employee Life

1 x Pay 2 x Pay 3 x Pay 4 x Pay 5 x Pay \$10,000 \$50,000

Employee AD&D

1 x Pay 2 x Pay 3 x Pay 4 x Pay \$10,000

Dependent Spouse

\$5,000 \$10,000 \$25,000 \$50,000

Dependent Child

\$2,000 \$5,000 \$10,000

LTD INSURANCE OPTIONS

Long Term Disability coverage options include:

40% 50% 60%

Dignity Health Benefits

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2019 Summary of Benefits	
	Dignity Health HMO C R ^{1,2}
PLAN HIGHLIGHTS	
Administrator	Anthem Blue Cross
Provider Network	Anthem Blue Cross
Telemedicine Provider	LiveHealth Online
Calendar Year Deductible	\$0
Hospital Deductible	\$0
Medical Out-of-Pocket Maximum³	\$1,000 per person / \$3,000 per family
Physician Office Visits	Primary Care: \$10 copayment Specialist: \$10 copayment Behavioral Health: \$0 copayment
Telemedicine Visits	\$5 copayment
Preventive Services⁴	100%
Inpatient Hospital Facility Services	Medical: 100% Behavioral Health: 100%
Emergency Room	\$50 copayment (<i>waived if admitted</i>)
Urgent Care	\$10 copayment if urgent care center is operated by your medical group; otherwise \$50 copayment (<i>copayments waived if admitted</i>)

Dignity Health Benefits

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2019 Summary of Benefits	
	Dignity Health HMO C R ^{1,2}
PLAN HIGHLIGHTS	
Administrator	Anthem Blue Cross
Provider Network	Anthem Blue Cross
Telemedicine Provider	LiveHealth Online
Calendar Year Deductible	\$0
Hospital Deductible	\$0
Medical Out-of-Pocket Maximum³	\$1,000 per person / \$3,000 per family
Physician Office Visits	Primary Care: \$10 copayment Specialist: \$10 copayment Behavioral Health: \$0 copayment
Telemedicine Visits	\$5 copayment
Preventive Services⁴	100%
Inpatient Hospital Facility Services	Medical: 100% Behavioral Health: 100%
Emergency Room	\$50 copayment (<i>waived if admitted</i>)
Urgent Care	\$10 copayment if urgent care center is operated by your medical group; otherwise \$50 copayment (<i>copayments waived if admitted</i>)

Dignity Health Benefits

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2019 Summary of Benefits	
	Dignity Health HMO C R ^{1,2}
PLAN HIGHLIGHTS	
Administrator	Anthem Blue Cross
Provider Network	Anthem Blue Cross
Telemedicine Provider	LiveHealth Online
Calendar Year Deductible	\$0
Hospital Deductible	\$0
Medical Out-of-Pocket Maximum³	\$1,000 per person / \$3,000 per family
Physician Office Visits	Primary Care: \$10 copayment Specialist: \$10 copayment Behavioral Health: \$0 copayment
Telemedicine Visits	\$5 copayment
Preventive Services⁴	100%
Inpatient Hospital Facility Services	Medical: 100% Behavioral Health: 100%
Emergency Room	\$50 copayment (<i>waived if admitted</i>)
Urgent Care	\$10 copayment if urgent care center is operated by your medical group; otherwise \$50 copayment (<i>copayments waived if admitted</i>)

Dignity Health Benefits

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2019 Summary of Benefits			
	Dignity Health POS C ¹		
	Tier 1 (HMO)	Tier 2 (PPO)	Tier 3 (Out-of-Network)
PLAN HIGHLIGHTS			
Administrator	Anthem Blue Cross		
Provider Network	Anthem/Blue Cross HMO	Anthem/Blue Cross PPO	Any provider
Telemedicine Provider	LiveHealth Online	LiveHealth Online	N/A
Calendar Year Deductible	\$0	\$200 per person / \$600 per family	\$1,000 per person / \$3,000 per family
Hospital Deductible	\$0	\$0	\$500 if services are not preauthorized (<i>waived for emergency services</i>)
Medical Out-of-Pocket Maximum²	\$1,000 per person / \$3,000 per family	\$2,000 per person / \$6,000 per family	\$10,000 per person / \$30,000 per family
Physician Office Visits	Primary Care: \$10 copayment Specialist: \$10 copayment	Primary Care: \$25 copayment Specialist: \$25 copayment	Primary Care: 50% of usual and customary (<i>UCR</i>) after deductible Specialist: 50% of usual and customary (<i>UCR</i>) after deductible
	Behavioral Health: \$0 copayment	Behavioral Health: \$0 copayment	Behavioral Health: 50%, no deductible
Telemedicine Visits	\$5 copayment	\$5 copayment	Not Covered
Preventive Services³	100%	100%	50% of UCR after deductible
Inpatient Hospital Facility Services	Medical: 100%	Medical: 80% after deductible	Medical: 50% of UCR after deductible
	Behavioral Health: 100%	Behavioral Health: 80% after deductible	Behavioral Health: 50% of UCR after deductible
Emergency Room	\$50 copayment (<i>waived if admitted</i>)	\$50 copayment (<i>waived if admitted</i>)	\$50 copayment (<i>waived if admitted</i>)
Urgent Care	\$10 copayment if urgent care center is operated by your medical group; otherwise \$50 copayment (<i>copayments waived if admitted</i>)	\$25 copayment	50% of UCR after deductible

Dignity Health Benefits

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2019 Summary of Benefits			
	Dignity Health POS C ¹		
	Tier 1 (HMO)	Tier 2 (PPO)	Tier 3 (Out-of-Network)
PLAN HIGHLIGHTS			
Administrator	Anthem Blue Cross		
Provider Network	Anthem/Blue Cross HMO	Anthem/Blue Cross PPO	Any provider
Telemedicine Provider	LiveHealth Online	LiveHealth Online	N/A
Calendar Year Deductible	\$0	\$200 per person / \$600 per family	\$1,000 per person / \$3,000 per family
Hospital Deductible	\$0	\$0	\$500 if services are not preauthorized (<i>waived for emergency services</i>)
Medical Out-of-Pocket Maximum²	\$1,000 per person / \$3,000 per family	\$2,000 per person / \$6,000 per family	\$10,000 per person / \$30,000 per family
Physician Office Visits	Primary Care: \$10 copayment Specialist: \$10 copayment	Primary Care: \$25 copayment Specialist: \$25 copayment	Primary Care: 50% of usual and customary (<i>UCR</i>) after deductible Specialist: 50% of usual and customary (<i>UCR</i>) after deductible
	Behavioral Health: \$0 copayment	Behavioral Health: \$0 copayment	Behavioral Health: 50%, no deductible
Telemedicine Visits	\$5 copayment	\$5 copayment	Not Covered
Preventive Services³	100%	100%	50% of UCR after deductible
Inpatient Hospital Facility Services	Medical: 100%	Medical: 80% after deductible	Medical: 50% of UCR after deductible
	Behavioral Health: 100%	Behavioral Health: 80% after deductible	Behavioral Health: 50% of UCR after deductible
Emergency Room	\$50 copayment (<i>waived if admitted</i>)	\$50 copayment (<i>waived if admitted</i>)	\$50 copayment (<i>waived if admitted</i>)
Urgent Care	\$10 copayment if urgent care center is operated by your medical group; otherwise \$50 copayment (<i>copayments waived if admitted</i>)	\$25 copayment	50% of UCR after deductible

Dignity Health Benefits

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2019 Summary of Benefits			
	Dignity Health POS C ¹		
	Tier 1 (HMO)	Tier 2 (PPO)	Tier 3 (Out-of-Network)
PLAN HIGHLIGHTS			
Administrator	Anthem Blue Cross		
Provider Network	Anthem/Blue Cross HMO	Anthem/Blue Cross PPO	Any provider
Telemedicine Provider	LiveHealth Online	LiveHealth Online	N/A
Calendar Year Deductible	\$0	\$200 per person / \$600 per family	\$1,000 per person / \$3,000 per family
Hospital Deductible	\$0	\$0	\$500 if services are not preauthorized (<i>waived for emergency services</i>)
Medical Out-of-Pocket Maximum²	\$1,000 per person / \$3,000 per family	\$2,000 per person / \$6,000 per family	\$10,000 per person / \$30,000 per family
Physician Office Visits	Primary Care: \$10 copayment Specialist: \$10 copayment	Primary Care: \$25 copayment Specialist: \$25 copayment	Primary Care: 50% of usual and customary (<i>UCR</i>) after deductible Specialist: 50% of usual and customary (<i>UCR</i>) after deductible
	Behavioral Health: \$0 copayment	Behavioral Health: \$0 copayment	Behavioral Health: 50%, no deductible
Telemedicine Visits	\$5 copayment	\$5 copayment	Not Covered
Preventive Services³	100%	100%	50% of UCR after deductible
Inpatient Hospital Facility Services	Medical: 100%	Medical: 80% after deductible	Medical: 50% of UCR after deductible
	Behavioral Health: 100%	Behavioral Health: 80% after deductible	Behavioral Health: 50% of UCR after deductible
Emergency Room	\$50 copayment (<i>waived if admitted</i>)	\$50 copayment (<i>waived if admitted</i>)	\$50 copayment (<i>waived if admitted</i>)
Urgent Care	\$10 copayment if urgent care center is operated by your medical group; otherwise \$50 copayment (<i>copayments waived if admitted</i>)	\$25 copayment	50% of UCR after deductible

Dignity Health Benefits

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2019 Summary of Benefits			
	Dignity Health POS C ¹		
	Tier 1 (HMO)	Tier 2 (PPO)	Tier 3 (Out-of-Network)
PLAN HIGHLIGHTS			
Administrator	Anthem Blue Cross		
Provider Network	Anthem/Blue Cross HMO	Anthem/Blue Cross PPO	Any provider
Telemedicine Provider	LiveHealth Online	LiveHealth Online	N/A
Calendar Year Deductible	\$0	\$200 per person / \$600 per family	\$1,000 per person / \$3,000 per family
Hospital Deductible	\$0	\$0	\$500 if services are not preauthorized (<i>waived for emergency services</i>)
Medical Out-of-Pocket Maximum²	\$1,000 per person / \$3,000 per family	\$2,000 per person / \$6,000 per family	\$10,000 per person / \$30,000 per family
Physician Office Visits	Primary Care: \$10 copayment Specialist: \$10 copayment	Primary Care: \$25 copayment Specialist: \$25 copayment	Primary Care: 50% of usual and customary (<i>UCR</i>) after deductible Specialist: 50% of usual and customary (<i>UCR</i>) after deductible
	Behavioral Health: \$0 copayment	Behavioral Health: \$0 copayment	Behavioral Health: 50%, no deductible
Telemedicine Visits	\$5 copayment	\$5 copayment	Not Covered
Preventive Services³	100%	100%	50% of UCR after deductible
Inpatient Hospital Facility Services	Medical: 100%	Medical: 80% after deductible	Medical: 50% of UCR after deductible
	Behavioral Health: 100%	Behavioral Health: 80% after deductible	Behavioral Health: 50% of UCR after deductible
Emergency Room	\$50 copayment (<i>waived if admitted</i>)	\$50 copayment (<i>waived if admitted</i>)	\$50 copayment (<i>waived if admitted</i>)
Urgent Care	\$10 copayment if urgent care center is operated by your medical group; otherwise \$50 copayment (<i>copayments waived if admitted</i>)	\$25 copayment	50% of UCR after deductible

Dignity Health Benefits

2019 Summary of Benefits		
	Dignity Health PPO ¹	
	In-Network (PPO)	Out-of-Network ²
PLAN HIGHLIGHTS		
Administrator	Anthem Blue Cross	
Provider Network	Dignity Health hospitals and facilities; Anthem/Blue Cross preferred hospitals, facilities and professional providers	Any provider
Telemedicine Provider	LiveHealth Online	N/A
Calendar Year Deductible ³	\$300 per person / \$900 per family	\$300 per person / \$900 per family
Hospital Deductible	\$0	\$0
Medical Out-of-Pocket Maximum ⁴⁻⁵	\$2,000 per person / \$6,000 per family	\$4,000 per person / \$12,000 per family
Physician Office Visits	Primary Care: \$15 copayment Specialist: \$35 copayment	Primary Care: 50% of allowable after deductible Specialist: 50% of allowable after deductible
	Behavioral Health: \$0 copayment	Behavioral Health: 50% of allowable
Telemedicine	\$10 copayment	Not Covered
Preventive Services ¹¹	100%	Not Covered
Inpatient Hospital Facility Services ⁷	Medical: 70% after \$300 copayment; annual deductible applies ⁸	Medical: 50% of allowable after \$500 copayment; annual deductible applies
	Behavioral Health: 70% after \$300 copayment; annual deductible applies ⁸	Behavioral Health: 50% of allowable after \$500 copayment; annual deductible applies
Emergency Room	\$50 copayment (<i>waived if admitted</i>)	\$50 copayment (<i>waived if admitted</i>)
Urgent Care	Primary Care: \$15 copayment Other: \$35 copayment	50% of allowable after deductible
PRESCRIPTION DRUG PROGRAM BENEFITS		
Prescription Drug Deductible	\$0	
Prescription Drug Out-of-Pocket Maximum	\$4,600 per person / \$7,200 per family	
FORMULARY		
Walk-up	(30-day supply) \$5 copayment when filled with a generic equivalent; \$20 copayment when filled with a brand name (<i>DAW</i>) ; \$20 copayment plus cost difference between generic and brand name when brand name requested by member.	
Mail Order	(90-day supply) \$10 copayment when filled with a generic equivalent; \$40 copayment when filled with a brand name (<i>DAW</i>) ; \$40 copayment plus cost difference between generic and brand name when brand name requested by member.	

Dignity Health Benefits

2019 Summary of Benefits		
	Dignity Health PPO ¹	
	In-Network (PPO)	Out-of-Network ²
PLAN HIGHLIGHTS		
Administrator	Anthem Blue Cross	
Provider Network	Dignity Health hospitals and facilities; Anthem/Blue Cross preferred hospitals, facilities and professional providers	Any provider
Telemedicine Provider	LiveHealth Online	N/A
Calendar Year Deductible ³	\$300 per person / \$900 per family	\$300 per person / \$900 per family
Hospital Deductible	\$0	\$0
Medical Out-of-Pocket Maximum ⁴⁻⁵	\$2,000 per person / \$6,000 per family	\$4,000 per person / \$12,000 per family
Physician Office Visits	Primary Care: \$15 copayment Specialist: \$35 copayment	Primary Care: 50% of allowable after deductible Specialist: 50% of allowable after deductible
	Behavioral Health: \$0 copayment	Behavioral Health: 50% of allowable
Telemedicine	\$10 copayment	Not Covered
Preventive Services ¹¹	100%	Not Covered
Inpatient Hospital Facility Services ⁷	Medical: 70% after \$300 copayment; annual deductible applies ⁸	Medical: 50% of allowable after \$500 copayment; annual deductible applies
	Behavioral Health: 70% after \$300 copayment; annual deductible applies ⁸	Behavioral Health: 50% of allowable after \$500 copayment; annual deductible applies
Emergency Room	\$50 copayment (<i>waived if admitted</i>)	\$50 copayment (<i>waived if admitted</i>)
Urgent Care	Primary Care: \$15 copayment Other: \$35 copayment	50% of allowable after deductible
PRESCRIPTION DRUG PROGRAM BENEFITS		
Prescription Drug Deductible	\$0	
Prescription Drug Out-of-Pocket Maximum	\$4,600 per person / \$7,200 per family	
FORMULARY		
Walk-up	(30-day supply) \$5 copayment when filled with a generic equivalent; \$20 copayment when filled with a brand name (<i>DAW</i>) ; \$20 copayment plus cost difference between generic and brand name when brand name requested by member.	
Mail Order	(90-day supply) \$10 copayment when filled with a generic equivalent; \$40 copayment when filled with a brand name (<i>DAW</i>) ; \$40 copayment plus cost difference between generic and brand name when brand name requested by member.	

Dignity Health Benefits

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2019 Summary of Benefits		
	Dignity Health PPO ¹	
	In-Network (PPO)	Out-of-Network ²
PLAN HIGHLIGHTS		
Administrator	Anthem Blue Cross	
Provider Network	Dignity Health hospitals and facilities; Anthem/Blue Cross preferred hospitals, facilities and professional providers	Any provider
Telemedicine Provider	LiveHealth Online	N/A
Calendar Year Deductible ³	\$300 per person / \$900 per family	\$300 per person / \$900 per family
Hospital Deductible	\$0	\$0
Medical Out-of-Pocket Maximum ⁴⁻⁵	\$2,000 per person / \$6,000 per family	\$4,000 per person / \$12,000 per family
Physician Office Visits	Primary Care: \$15 copayment Specialist: \$35 copayment	Primary Care: 50% of allowable after deductible Specialist: 50% of allowable after deductible
	Behavioral Health: \$0 copayment	Behavioral Health: 50% of allowable
Telemedicine	\$10 copayment	Not Covered
Preventive Services ¹¹	100%	Not Covered
Inpatient Hospital Facility Services ⁷	Medical: 70% after \$300 copayment; annual deductible applies ⁸	Medical: 50% of allowable after \$500 copayment; annual deductible applies
	Behavioral Health: 70% after \$300 copayment; annual deductible applies ⁸	Behavioral Health: 50% of allowable after \$500 copayment; annual deductible applies
Emergency Room	\$50 copayment (waived if admitted)	\$50 copayment (waived if admitted)
Urgent Care	Primary Care: \$15 copayment Other: \$35 copayment	50% of allowable after deductible
PRESCRIPTION DRUG PROGRAM BENEFITS		
Prescription Drug Deductible	\$0	
Prescription Drug Out-of-Pocket Maximum	\$4,600 per person / \$7,200 per family	
FORMULARY		
Walk-up	(30-day supply) \$5 copayment when filled with a generic equivalent; \$20 copayment when filled with a brand name (DAW) ; \$20 copayment plus cost difference between generic and brand name when brand name requested by member.	
Mail Order	(90-day supply) \$10 copayment when filled with a generic equivalent; \$40 copayment when filled with a brand name (DAW) ; \$40 copayment plus cost difference between generic and brand name when brand name requested by member.	

Dignity Health Benefits

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2019 Summary of Benefits	
	Delta 1200
PLAN HIGHLIGHTS	
Administrator	Delta Dental of California
Network	Delta Dental Providers
Calendar Year Deductible	\$50 per person/\$150 per family
Calendar Year Maximum Out-of-Pocket	\$1,200 per person
Diagnostic and Preventive Services	100%
Fillings, Extractions and Oral Surgery	80% after deductible
OTHER DENTAL SERVICES	
Crowns, Jackets and Cast Restorations	50% after deductible
Prosthodontic	50% after deductible
Orthodontics	50% (<i>Maximum lifetime benefit of \$2,500 per person, combined with TMJ</i>).
Dental Implants	Not Covered

This communication is a basic summary of your plan benefits. Please refer to the plan's document for more detailed benefit provisions. To view all of your plan documents, click on the "Plan Documents" link from the "Resources" menu options in the Total Rewards Portal.

Dignity Health Benefits

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2019 Summary of Benefits	
	Delta 2500
PLAN HIGHLIGHTS	
Administrator	Delta Dental of California
Network	Delta Dental Providers
Calendar Year Deductible	\$25 per person/\$75 per family
Calendar Year Maximum Benefit	\$2,500 per person
Diagnostic and Preventive Services	100%
Fillings, Extractions and Oral Surgery	80% after deductible
OTHER DENTAL SERVICES	
Crowns, Jackets and Cast Restorations	60% after deductible
Prosthodontic	60% after deductible
Orthodontics	50% (<i>Maximum lifetime benefit of \$2,500 per person, combined with TMJ</i>).
Dental Implants	60% after deductible

This communication is a basic summary of your plan benefits. Please refer to the plan's document for more detailed benefit provisions. To view all of your plan documents, click on the "Plan Documents" link from the "Resources" menu options in the Total Rewards Portal.

Dignity Health Benefits

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2019 Summary of Benefits		
	Dignity Health Vision Plan	
	In-Network	Out-of-Network
PLAN HIGHLIGHTS		
Administrator	VSP	
Network	VSP Choice Providers	Any Provider
Examination¹	\$10 copayment	\$10 copayment
Lenses	\$10 copayment	\$10 copayment
Frames¹	\$10 copayment	\$10 copayment
Contact Lenses¹⁻²⁻³	\$0 copayment	\$0 copayment
COVERED SERVICES		
Examination¹	After \$10 copayment, plan pays 100% <i>(Limited to one per calendar year).</i>	After \$10 copayment, plan pays up to a maximum of \$45 <i>(Limited to one per calendar year).</i>
Lenses¹	After \$10 copayment, plan pays 100% <i>(Limited to one pair every other calendar year or every calendar year if due to a prescription change of .50 diopter or more).</i> Includes: Single vision, lined bifocal, lined trifocal and aphakic/lenticular lenses.	After \$10 copayment, plan pays up to a maximum of: Single Vision: \$45 Lined Bifocal: \$65 Lined Trifocal: \$85 Aphakic/Lenticular: \$125 <i>(Limited to one pair every other calendar year or every calendar year if due to a prescription change of .50 diopter or more).</i>
Frames¹	After \$10 copayment, plan pays 100% up to a maximum of \$125 retail allowance or \$70 allowance at all Costco and Walmart optical centers <i>(Limited to one every other calendar year).</i>	After \$10 copayment, plan pays up to a maximum of \$45 <i>(Limited to one every other calendar year).</i>
Contact Lenses¹⁻²⁻³	Elective: 100% up to \$105 maximum Medically Necessary: 100% <i>(Limited to one claim every other calendar year, unless prescription change). (In lieu of lenses and frames).</i>	Elective: 100% up to \$105 maximum Medically Necessary: 100% up to \$210 maximum <i>(Limited to one claim every other calendar year, unless prescription change) (In lieu of lenses and frames).</i>

¹ Restrictions and limitations apply to type and frequency of coverage. Please refer to the Evidence of Coverage (EOC) for more details.

² Benefit is in lieu of glasses.

³ Contact lenses are "medically necessary" as opposed to "elective" when they meet one of the following additional standards: (1) glasses (lenses and frames) alone cannot correct a covered person's vision to 20/70 or better; (2) contact lenses are necessary following cataract surgery; (3) contact lenses are necessitated by certain conditions of keratoconus or anisometropia. Prior authorization from the Plan Administrator is required.

This communication is a basic summary of your plan benefits. Please refer to the plan's document for more detailed benefit provisions. To view all of your plan documents, click on the "Plan Documents" link from the "Resources" menu options in the Total Rewards Portal.

Dignity Health Benefits

042219

2019 Summary of Benefits		
	Dignity Health Vision Plan	
	In-Network	Out-of-Network
PLAN HIGHLIGHTS		
Administrator	VSP	
Network	VSP Choice Providers	Any Provider
Examination¹	\$10 copayment	\$10 copayment
Lenses	\$10 copayment	\$10 copayment
Frames¹	\$10 copayment	\$10 copayment
Contact Lenses¹⁻²⁻³	\$0 copayment	\$0 copayment
COVERED SERVICES		
Examination¹	After \$10 copayment, plan pays 100% <i>(Limited to one per calendar year).</i>	After \$10 copayment, plan pays up to a maximum of \$45 <i>(Limited to one per calendar year).</i>
Lenses¹	After \$10 copayment, plan pays 100% <i>(Limited to one pair every other calendar year or every calendar year if due to a prescription change of .50 diopter or more).</i> Includes: Single vision, lined bifocal, lined trifocal and aphakic/lenticular lenses.	After \$10 copayment, plan pays up to a maximum of: Single Vision: \$45 Lined Bifocal: \$65 Lined Trifocal: \$85 Aphakic/Lenticular: \$125 <i>(Limited to one pair every other calendar year or every calendar year if due to a prescription change of .50 diopter or more).</i>
Frames¹	After \$10 copayment, plan pays 100% up to a maximum of \$125 retail allowance or \$70 allowance at all Costco and Walmart optical centers <i>(Limited to one every other calendar year).</i>	After \$10 copayment, plan pays up to a maximum of \$45 <i>(Limited to one every other calendar year).</i>
Contact Lenses¹⁻²⁻³	Elective: 100% up to \$105 maximum Medically Necessary: 100% <i>(Limited to one claim every other calendar year, unless prescription change). (In lieu of lenses and frames).</i>	Elective: 100% up to \$105 maximum Medically Necessary: 100% up to \$210 maximum <i>(Limited to one claim every other calendar year, unless prescription change) (In lieu of lenses and frames).</i>

¹ Restrictions and limitations apply to type and frequency of coverage. Please refer to the Evidence of Coverage (EOC) for more details.

² Benefit is in lieu of glasses.

³ Contact lenses are "medically necessary" as opposed to "elective" when they meet one of the following additional standards: (1) glasses (lenses and frames) alone cannot correct a covered person's vision to 20/70 or better; (2) contact lenses are necessary following cataract surgery; (3) contact lenses are necessitated by certain conditions of keratoconus or anisometropia. Prior authorization from the Plan Administrator is required.

This communication is a basic summary of your plan benefits. Please refer to the plan's document for more detailed benefit provisions. To view all of your plan documents, click on the "Plan Documents" link from the "Resources" menu options in the Total Rewards Portal.

Dignity Health Benefits

2019 Summary of Benefits

Dignity Health Life and Accidental Death & Dismemberment (AD&D) Insurance

PLAN HIGHLIGHTS

Administrator	Prudential						
Employee Life Election Amounts ¹⁻²⁻³	1X Pay	2X Pay	3X Pay	4X Pay	5X Pay	\$10,000	\$50,000
Dependent Life Election Amounts	Spouse:	\$5,000	\$10,000	\$25,000	\$50,000		
	Dependent Child:	\$2,000	\$5,000	\$10,000			
AD&D Election Amounts	1X Pay	2X Pay	3X Pay	4X Pay	\$10,000		
Maximum Life/AD&D Benefit	An employee can elect up to \$1 million in life and/or AD&D coverage.						
Life Insurance Evidence of Insurability (EOI)	EOI is required when: <ul style="list-style-type: none">• an employee elects over \$500,000 or three times pay during an initial enrollment.• an employee increases coverage more than one times pay or over \$500,000.• \$25,000 or more is elected for a spouse.						
Life Insurance Reduction of Benefit	A reduction in an employee's life insurance coverage occurs when an employee reaches: <ul style="list-style-type: none">• age 70• age 75						

Long-Term Disability (LTD) Insurance

PLAN HIGHLIGHTS

Administrator	Lincoln Financial Group
LTD Election Amounts ^{1,2}	<ul style="list-style-type: none"> • 40% of annual base pay • 50% of annual base pay • 60% of annual base pay
Plan Limits	\$15,000 is the maximum monthly benefit.
Elimination Period	LTD payments may begin after you have been disabled 180 days.
Preexisting Condition	<ul style="list-style-type: none"> • An employee is considered to have a preexisting condition if medical treatment was received within 90 days from the effective date of LTD coverage. • Benefits will not be paid when a disability is related to a preexisting condition and begins in the first year of LTD coverage.

¹ Annual base pay is defined as an employee's hourly base rate times his/her regularly scheduled hours per pay period times number of pay periods.

² To qualify for insurance or to receive an increase in life insurance amount, the employee must be actively at work performing his/her regular duties at Dignity Health's normal place of business, a work site approved by Dignity Health, or at other places Dignity Health requires him/her to travel.

³ Nonsmokers are offered reduced Employee Life Insurance rates. To qualify as a nonsmoker and receive the reduced rate, an employee must have not smoked in the last 12 months.

This communication is a basic summary of your plan benefits. Please refer to the plan's document for more detailed benefit provisions. To view all of your plan documents, click on the "Plan Documents" link from the "Resources" menu options in the Total Rewards Portal.

Dignity Health Benefits

042219

2019 Summary of Benefits

Default Plan/Rollover Plan

In general, the Default plan provides minimal or, in some cases, no coverage, and you will forfeit any waive dollars if you do not complete your initial benefit enrollment. The Rollover Plan provides a comparable level of benefits and coverage to match your current elections – excluding participation in the Health Care and/or Dependent Care Spending Accounts.

The chart below provides default and rollover information specific to newly eligible and open enrollment elections. The affect on benefit elections due to an employment status change or transfer can vary based on the plan options available and the nature of the employment change.

You will need to log on to the Dignity Health Total Rewards Portal during your enrollment window to determine what enrollment options are available to you.

What happens if I do not make an election as a newly eligible employee?

When you are a newly eligible employee you will be given the opportunity to elect benefits best suited to meet your needs. If you do not elect benefits, you will have the following coverage options chosen for you:

Medical Plan	Dignity Health HMO C R Employee Only coverage
Dental Plan	Delta 1200 Employee Only coverage
Vision Plan	Waived Coverage
Employee Life	Full-Time and Manager: 1X annual base pay Part-Time: \$10,000
Dependent Life-Spouse	Waived Coverage
Dependent Life-Child(ren)	Waived Coverage
Accidental Death & Dismemberment	Full-Time and Manager: 1X annual base pay Part-Time: \$10,000
Long-Term Disability	Non-Manager: 40% of annual base pay Manager: 60% of annual base pay
Health Care Spending Account	No pretax amount elected
Dependent Care Spending Account	No pretax amount elected

What happens if I do not make an election during annual open enrollment?

If you do not make an election during Open Enrollment, you and your current covered eligible dependents (if applicable) will continue your current coverage, with the exception of Flexible Spending Accounts (FSA). You must make an annual election to contribute to a FSA.

If your current election is "waived" coverage, it will continue to be waived for the new plan year.

SIDE LETTER – CONCERNING ARTICLE 9 (CATEGORIES OF EMPLOYMENT)

Upon ratification of the Agreement, the Employer will fill the following positions:

1. Two (2) 0.9 FTE Therapist positions
2. One (1) 0.8 FTE Occupational Therapist position
3. One (1) 0.8 FTE Physical Therapist position

The addition of the foregoing positions shall be subject to scheduling, call off, reduction in force and any other applicable articles in accordance with the Collective Bargaining Agreement.