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STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No: **Date Filed: 09/26/2024**

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? **YES** ☐ **If so, Case No** **NO** ☒

1. CHARGING PARTY: **EMPLOYEE** ☐ **EMPLOYEE ORGANIZATION** ☒ **EMPLOYER** ☐ **PUBLIC[1]** ☐

a.	**Full name:**	American Federation of State, County & Municipal Employees, Local 3299 and University of Professional and Technical Employees, CWA Local 9119		
b.	**Mailing Address:**	1999 Harrison Street, Suite 2700, Oakland, CA 94612		
c.	**Telephone number:**	(510) 272-0169		
d.	**Name and title of agent to contact:**	Kate Hallward, Attorney	**E-mail Address:**	khallward@leonardcarder.com
	Telephone number:	(510) 272-0169	**Fax No.:**	(510) 272-0174
e.	**Bargaining Unit(s) involved:**			

2. CHARGE FILED AGAINST: (mark one only) **EMPLOYEE ORGANIZATION** ☐ **EMPLOYER** ☒

a.	**Full name:**	Regents of the University of California		
b.	**Mailing Address:**	1111 Franklin Street, 8th Floor Oakland, CA 94612		
c.	**Telephone number:**	(510) 987-9800		
d.	**Name and title of agent to contact:**	Allison Woodall, Deputy General Counsel	**E-mail Address:**	Allison.Woodall@ucop.edu
	Telephone number:	(510) 987-9800	**Fax No.:**	

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:
b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:
b. Mailing Address:
c. Agent:

5. GRIEVANCE PROCEDURE

[1]An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

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Yes ☒ No ☐ Unknown ☐

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

☐ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)

☐ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)

☒ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)

☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)

☐ Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)

☐ One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code., § 98160 et seq.)

☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)

☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:

HEERA, sections 3568 and 3571, subsections (a), (b) and (c)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (***a copy of the applicable local rule(s) MUST be attached to the charge***)**:**

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary*.)

Please see attachment.

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

Kate Hallward	/s/ Kate Hallward	09/26/2024
(Type or Print Name)	(Signature)	Date

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STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

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INSTRUCTIONS: File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES ☐ If so, Case No. NO ☑

1. CHARGING PARTY: EMPLOYEE ☐ EMPLOYEE ORGANIZATION ☑ EMPLOYER ☐ PUBLIC[1] ☐

a. **Full name:** American Federation of State, County and Municipal Employees, Local 3299 and; University Professional and Technical Employees, CWA Local 9119

b. **Mailing address:** 425 - 15th Street, Oakland, CA 94612

c. **Telephone number:** (510) 844-1160

d. **Name and title of person filing charge:** Kate Hallward **E-mail Address:** khallward@leonardcarder.com

Telephone number:

e. **Bargaining unit(s) involved:** SX and EX; HX, TX and RX

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION ☐ EMPLOYER ☑

a. **Full name:** Regents of the University of California

b. **Mailing address:** 1111 Franklin Street, 8th Floor, Oakland, CA 94607

c. **Telephone number:** (510) 987-9800

d. **Name and title of agent to contact:** Allison Woodall, Deputy General Counsel **E-mail Address:** allison.woodall@ucop.edu

Telephone number: (510) 987-0933

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. **Full name:**

b. **Mailing address:**

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. **Full name:**

b. **Mailing address:**

c. **Agent:**

[1] An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

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5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes ☑ No ☐ Unknown ☐

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

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- ☐ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- ☑ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- ☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- ☐ One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code., § 98160 et seq.)
- ☐ The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan Authority (Pub. Util. Code, § 99560 et seq.)
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: HEERA, sections 3568 and 3571, subsections (a), (b), and (c) Unknown ☐

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are ***(a copy of the applicable local rule(s) MUST be attached to the charge)***:

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary.*) See attached ☑

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on 09/26/2024 (Date)

at Oakland, CA (City and State)

Kate Hallward (Type or Print Name and Title, if any)

(Signature)

Mailing Address: 1999 Harrison Street, Suite 2700
Oakland, CA 94612

E-Mail Address: khallward@leonardcarder.com

Telephone Number: (510) 272-0169

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PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Alameda,

State of California. I am over the age of 18 years. The name and address of my

Residence or business is Leonard Carder, LLP, 1999 Harrison, Suite 2700,

Oakland, CA 94612

On September 26, 2024, I served the Unfair Practice Charge
(*Date*) (*Description of document(s)*)

_____ in Case No. _____.
(*Description of document(s) continued*) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

- [x] placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
- [ ] personal delivery;
- [x] electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. (*May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).*)

(*Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.*)

Allison Woodall, Deputy General Counsel
UC General Counsel Office
1111 Franklin Street, 8th Floor
Oakland, CA 94607-5200
Email: Allison.Woodall@ucop.edu
Email: UCPERB@ucop.edu

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on 9/26/2024,
(*Date*)

at Oakland, CA.
(*City*) (*State*)

Mary J. Nunez
(*Type or print name*)

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ATTACHMENT TO UNFAIR PRACTICE CHARGE

I. INTRODUCTION

University Professional and Technical Employees, CWA Local 9119 ("UPTE") and American Federation of State, County, and Municipal Employees, Local 3299 ("AFSCME") bring this charge against the Regents of the University of California ("Regents", "UC," or "University") because the University has unilaterally declined to pay for vesting credit in the UC Retirement Plan for its new employees at six of its eight newly acquired hospitals.

AFSCME and UPTE members are enrolled in the 2013 Modified Tier of the UCRP. If a change is made to the pension benefits of employees in the tier, the parties' collective bargaining agreement provides that those changes be extended to all in the same pension tier. Accordingly, when the University agreed to pay for and provide employees of newly acquired hospitals with vesting credit in the UCRP, it was incumbent on the University to do so for the employees of all newly acquired hospitals who are in the same pension tier.

In addition, the University is required to abide by the terms of its Asset Purchase Agreements with hospital sellers in which the University promised to "use commercially reasonable efforts" to provide the employees of its newly acquired hospitals with eligibility and vesting credit in its retirement plans. The Regents formally adopted these terms in early 2024, making them UC policy and reflective of the status quo.

In July of 2024, however, the University decided to pay UCRP to obtain vesting credit for the former employees of Dignity Health at two of the eight hospitals it purchased this year, without doing so for the former employees of Tenet, West Hills or Prime Health. The University's failure to do so constitutes a unilateral change to the terms of its Collective Bargaining Agreements with the Charging Parties, affecting new employees at six of UC's eight new hospitals. The University's inaction also constitutes a unilateral change to the policies reflected in its Asset Purchase Agreements with Tenet and West Hills/HCA.

For these reasons, AFSCME and UPTE respectfully request that PERB issue a complaint against the University to fully remedy the University's unilateral changes and related interference with affected employees' rights.

II. STATEMENT OF FACTS

A. The Charging Parties and applicable terms of their Collective Bargaining Agreements

AFSCME represents all of the University's Service (SX) and Patient Care Technical (EX) employees throughout the UC system. AFSCME-represented employees work at all of the University's various campuses, laboratories, and medical centers, including medical centers operated by UCSD Health, UCI Health, UCLA Health, UCSF Health, UC Davis Health, and UC Riverside Health. All AFSCME-represented employees who work 50% time or more are enrolled in the 2013 Modified Tier of the UC Retirement Plan ("UCRP").

UPTE represents all of the University's Healthcare Professional (HX), Technical (TX), and Research Support Professional (RX) employees throughout the UC system. UPTE-represented employees work at all of University's various campuses, laboratories, and medical centers, including those operated by UCSD Health, UCI Health, UCLA Health, UCSF Health, UC Davis Health and UC Riverside Health.

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All UPTE-represented employees who work 50% time or more are enrolled in the 2013 Modified Tier of the UCRP.

As indicated in the parties' Collective Bargaining Agreements, wage rates vary by region to reflect differing labor markets and living expenses; pension benefits, however, are uniform, with the same benefits available to all who vest in the pension.

The AFSCME EX and SX CBAs provide, in relevant part:

> The University may at its option, alter, amend or terminate the existing UCRS plans and establish new retirement and/or saving plans for the UCRS. Such alterations include, but are not limited to altering eligibility criteria; altering or deleting current benefits; implementing the UCRP 2013 Tier for employees hired or who become UCRP eligible on or after July 1, 2013; altering employee and University rates of contribution, and changing the carrier or administrator for established plans or programs. **In the event the University makes such alterations, (or proposes changes pursuant to Section B.5 below), the changes will apply to employees eligible for retirement benefits within the unit in the same manner as they apply to other eligible staff employees in the same tier**.

(Exhibit A, Article 4b.B.1; Exhibit B, Article 4b.B.1,[emphasis added].) The UPTE HX, TX, and RX CBAs provide, in relevant part:

> The University may, at its option, amend and/or terminate the existing UCRS plans, to the extent permitted by law and consistent with the plan terms, and establish new retirement and/or savings plans for the UCRS. **In the event the University makes such alterations, the changes will apply to employees eligible to participate in the UCRS plans within the unit in the same manner as they apply to other eligible staff employees at the University**. Such alterations include, but are not limited to altering eligibility criteria; altering or deleting current benefits, implementing the UCRP 2013 Tier for employees hired, rehired following a break in service, or who become UCRP eligible on or after July 1, 2013, altering employee and University rates of contribution, and changing the carrier or administrator of the UCRP for established plans or programs.

(Exhibit C, Article 41.B.1; Exhibit D, Article 4.F.2; Exhibit E, Article 4.F.2 [emphasis added].)

Employees vest in the UCRP after five years of service at the University. Exhibit F. An amendment to the UCRP is needed to provide for earlier vesting for any group or groups of employees such as those who transition to UC employment in connection with the University's purchase and/or affiliation of one or more hospital or other facilities. If such an amendment is adopted for one or more groups of employees in the 2013 Modified Tier, then, that amendment should apply uniformly, in the same manner, to other similarly situated bargaining unit employees.

B. The University of California acquired eight new hospitals and hired those hospitals' employees pursuant to four separate acquisition agreements.

The University of California recently completed its purchase and/or affiliation of eight new hospitals. It purchased one from Prime Healthcare that is now called "UCSD Health East Campus," one from HCA/West Hills that is now "UCLA Health West Valley," four from Tenet, which are now "UCI Health Fountain Valley," "UCI Health Placentia Linda," "UCI Health Los Alamitos," and "UCI Health

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Lakewood". It also acquired and affiliated two former Dignity Health hospitals as "UCSF Health St. Francis and "UCSF Health Saint Mary's."

Months before each of the transactions closed, the University reduced detailed terms regarding their purchase and affiliation with the University to writing and these terms were approved by the Regents.[1] Exhibit G [Prime transaction]; Exhibit H [Dignity transaction]; Exhibit I [Tenet transaction]; Exhibit J [(HCA/West Hills transaction]. In each case, the University agreed to become the employer of all eligible (i.e., appropriately licensed) employees of the hospitals at issue and to extend to them a variety of benefits. With respect to pension benefits, the *first* transaction agreement, with Prime Healthcare, expressly disavowed any obligation to obtain vesting credit for the incoming employees. In each of the three subsequent transactions covering seven hospitals, though, the University agreed that it *would* provide or take "commercially reasonable efforts" to provide purchase vesting credit for the incoming UC employees in their new retirement plan(s). Exhibit B, Section 11.4(d) [Dignity transaction]; Exhibit C, Section 10.2(d) [Tenet transaction]; Exhibit D, Section 7.1(c) [(HCA/West Hills transaction]. In all cases, the relevant retirement plan at issue is the UCRP.

Vesting credit has considerable value to employees moving from a private sector hospital to University employment, particularly those who are within five years of retirement. By counting employees years of service at a Seller's hospital towards the UCRP's 5 year vesting schedule, senior employees do not need to start over and work a minimum of 5 years before they are able to receive pension benefits from the University.[2]

C. **The University agreed in writing to provide employees at newly acquired hospitals with vesting credit.**

On January 31, 2024, the University agreed on "definitive" terms with Dignity regarding its acquisition of two hospital's assets and the transfer of their employees to University employment. The University provided this agreement (and only this agreement) to AFSCME and UPTE in February. The UCSF Health Affiliation Agreement with Dignity provides, in relevant part,

> **The Saint Francis Combined Entity[3] or its respective designated Affiliates shall cause service credit and seniority to be granted to each Transferring Employee and Transferring Physician under the New Benefit Plans or other employee benefit plan[4]**

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[1] Despite multiple earlier requests, the University only provided copies of the Asset Purchase Agreements with Prime Healthcare, Tenet and HCA/West Hills to the charging parties in April of 2024 pursuant to a subpoena for documents issued in cases consolidated by PERB under Case Number SF-CE-1452H which addressed the University's earlier withdrawal of recognition from its systemwide and campuswide bargaining units for employees hired in connection with its Tenet, HCA/West Hills and Dignity transactions.

[2] Note that vesting credit does not mean service credit; those who are provided with vesting credit for periods of service at a hospital acquired by the University would not receive a monetary benefit for periods of service that preceded their hire as University employees so there is no duplication of benefits.

[3] The January 31 Affiliation Agreement was drafted before the Unions and the University reached an agreement in the wee hours of April 12, that guarantees that the former Dignity employees will become University employees when the transaction closes. Previously, the University had planned to become the Sole Member of the non-profit that owns the hospitals' assets, which in the Affiliation Agreement is referred to as the Saint Francis Combined Entities.

[4] On January 31st, the University committed itself to providing vesting credit in the retirement plan(s) it would make available to the former Dignity workforce. Prior to April 12, those incoming workers might

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> sponsored by the Saint Francis Combined Entity or its Affiliates **in which the Transferring Employees and Transferring Physicians become eligible to participate on or after the Effective Time** and for the same number of years or partial years credited as of the Effective Time under the Transaction Affiliate Plans **for purposes of: (1) satisfying any and all eligibility and participation requirements** under such New Benefit Plans or other employee benefit plan sponsored by the Saint Francis Combined Entity or its respective designated Affiliates; (11) **determining the vested status of the employees under such New Benefit Plans**; and (iii) **determining the amount and duration of any benefits under such New Benefit Plans** or other employee benefit plan sponsored by the Saint Francis Combined Entity or its respective designated Affiliates, to the extent that service or seniority is a consideration in calculating benefits, but no credit for any service will be required that would result in a duplication of benefits, such as pension or retirement benefits, or an accrual of such a benefit for a period of time prior to the Effective Time.

(Section 11.4(d) of the January 31st 2024 Affiliation Agreement with Dignity, attached as Exhibit H, p. 74 [emphasis added].)

Although the University reached "definitive" terms regarding its purchase of four hospitals from Tenet and another hospital from HCA/West Hills during the same week in late January of 2024, UC resisted providing the documents to any of the UC Unions and only did so in response to a PERB subpoena, in mid-April, 2024, after both transactions had closed and the workers transitioned to UC employment.

The Asset Purchase Agreement (APA or "transaction agreement) with Tenet states, in relevant part:

> **In respect of each Transferred Employee, <u>Buyer shall use commercially reasonable efforts to include recognition of existing seniority or periods of service with Sellers</u> or their respective Affiliates of all such Transferred Employees <u>shall be recognized for eligibility, vesting,</u> and rate of paid time off accrual purposes <u>with respect to the employee benefit plans of Buyer</u> (collectively, "Buyer Benefit Plans') to the extent such seniority or service was recognized or provided under a corresponding Employee Benefit Plan of Sellers or their respective Affiliates** and to the extent the recognition of such existing seniority or period of service is compatible with and permitted under Buyer's usual and customary employment policies and practices; provided that, no such seniority or prior periods of service will be recognized for benefit accrual purposes under any defined benefit plan, for eligibility under any severance or retiree medical plans or to the extent that it would result in a duplication of benefits.

(Exhibit I, Section 10.2(d) of the UCI Health APA with Tenet, p. 76 [emphasis added].)

Similarly, UCLA Health's Asset Purchase Agreement with HCA/West Hills provides:

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have been placed in a new plan unique to the former Dignity employees, but that was no longer necessary after the University agreed that they incoming workers would be University employees and placed in the appropriate bargaining units. With that agreement, it became clear that the plan that that the former Dignity employees would receive vesting credit in is the UCRP.

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> **Buyer shall take commercially reasonable efforts to provide such Hired Employees with credit under all Buyer Plans for eligibility (including the satisfaction of any required waiting periods), rate of benefits and vesting purposes,** as and if applicable under such Buyer Plans, **by taking into account the Hired Employees' seniority or period of service with Sellers (or any Affiliate of Sellers) to the extent seniority or period of service was recognized or provided under the corresponding ERISA and non-ERISA plans of Sellers and their Affiliates;** provided, however, no such seniority or prior periods of service will be recognized for benefit accrual purposes under any defined benefit plan, for eligibility under any retiree medical plans, or to the extent that it would result in a duplication of benefits.

(Exhibit J, Section 7.1(c) of the UCLA Health APA with HCA/West Hills, p. 57 [emphasis added].)

Before they became UC employees, HCA/West Hills employees participated in HCA's 401(k) Plan. The CBA between HCA and UHW (the private sector union that represented HCA/West Hills' hospital non-RN hospital employees) provides a vesting schedule at Article 50, a copy of which is attached as Exhibit K. As the chart in that CBA shows, the former employer recognized and provided for periods of service by contributing more to each employee's 401(k) with each year of "vesting service". (*Id.)* Accordingly, seniority or periods of service were recognized or provided for in Tenet's and HCA's retirement plans.

Similarly, former Tenet employees who worked at Lakewood, Placentia Linda and Los Alamitos were previously enrolled in Tenet's 401(k) retirement savings plan according to the CBA between Tenet and UHW covering those three and several other Tenet facilities. (Exhibit L, Article 15.A (Tenet Benefit Plans), attached.) While that CBA does not detail the structure of benefits, it indicates that the Tenet 401(k) plan recognizes seniority or periods of service because the applicable CBA affords employees at various locations with "vesting and service credit" in that 401(k) plan for those hours they were scheduled to work but may have been "flexed" or "called off." (*See e.g., Id.*, *Exhibit L,* p.139.) The CBA between NUHW and Tenet covering hospital workers who worked at Fountain Valley before UC's purchase took effect shows that they were also enrolled in Tenet's 401(k) plan. (Exhibit M, Article 15.)

In a nutshell, then, the Regents decided – without objection from any UC Union – to use "commercially reasonable efforts to provide … Hired Employees [from both Tenet and HCA/West Hills]…with credit under all Buyer's Plans for eligibility (including the satisfaction of any required waiting periods), rate of benefits and vesting purposes…" (*Id.*)

With vesting credit, UC employees at a newly acquired hospital who may have worked for at that hospital for many years do not have to start over and work at least 5 *more* years before they can retire with any pension benefits from the University.

D. The University then decided to pay for and provide vesting credit in the UCRP to only those employees at two of UCSF Health new Saint Francis and St Mary's hospitals – those who previously worked for Dignity, but not for those who worked at any other newly acquired hospital

Notwithstanding the terms of its CBAs and the terms of its APAs with Tenet and HCA/West Hills, on July 18, 2024, the Regents agreed to amend the UCRP to provide vesting credit in the pension for *only* the former Dignity employees who are now employed by the University at UCSF Health new St Francis and Saint Mary's hospitals, without extending vesting credit to the other employees who joined the University in connection with any other of its hospital purchases. (Exhibit N.) The University's action

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was entirely appropriate, as to the former Dignity employees, and in keeping with the applicable transaction document cited above. The agenda item points out that providing the new employees with vesting credit is in line past practice as the University had amended the UCRP to extend vesting credit to employees who worked at Mount Zion when UC purchased that hospital in 1989, and again for those employees at Children's Hospital Oakland when UC acquired that facility in 2013. (Exhibit N, p. 3.) The Regents' actuaries calculated the cost to obtain such vesting credit for the former Dignity employees as approximately $30 million. (Exhibit N, p. 4.)

The University's July 18 decision appropriately amended the UCRP but for only *one* group of employees who were brought into the University pursuant to a transaction agreement, rather than *all* groups who previously worked for private hospital chains. The University's failure to pay for an extend the scope of the amendment to all similarly situated employees deviates from the status quo reflected in parties' CBAs *and* in the Tenet and HCA/West Hills APAs.

The University failed to provide the Charging Parties with notice or the opportunity to meet and confer before it decided to limit the scope of its UCRP amendment and *not* provide former Prime, Tenet or HCA/West Hills employees with vesting credit or use "commercially reasonable efforts" to do so.

III. DISCUSSION

Unilateral changes are a *per se* violation of an employer's duty to meet and confer with the exclusive representative. An employer commits a unilateral change violation when it (1) changes or deviates from the status quo; (2) the change concerns a matter within the scope of representation; (3) the change had a generalized effect or continuing impact on terms and conditions of employment; and (4) the employer reached its decision without providing sufficient notice of the proposed change to the exclusive representative and bargaining in good faith over the decision, until the parties reached agreement or a lawful impasse. (*See, e.g., Oxnard Unified School District* (2022) PERB Decision No. 2803-E, p. 30 ["*Oxnard USD*"]; *see also Regents of the University of California* (2012) PERB Decision No. 2300-H, p. 20.)

Here, the University committed an unlawful unilateral change in violation of HEERA, in two distinct ways. Under both theories of the case, the Charging Parties easily establish the essential elements of a claim.

A. The University committed a unilateral change by making its amendment to the UCRP too narrow, applicable to only one group of incoming employees, rather than all employees in the same bargaining units, as required by its collective bargaining agreements with AFSCME and UPTE.

1. UC deviated from the status quo reflected in its own CBAs

An employer breaks the status quo when it deviates from a written agreement or written policy. (*Regents of the University of California* (2021) PERB Decision No. 2783-H, p. 19.) AFSCME's SX and EX CBA Article 4b and UPTE's HX CBA Article 41, cited above, reflect the status quo; the University is required to apply any "alterations" to the UCRP to all eligible employees within the unit "in the same manner" – here, by amending the UCRP to include vesting credit for the former Tenet and HCA/West Hills employees, *and* the former Prime employees, just as it did for the Dignity employees. (Exhibits A, B, C, D, E.) As a matter of contract, policy and past practice, the status quo requires that once the University agreed to pay for and provide vesting credit for one group of employees it hires in connection with a hospital acquisition, it is obligated to provide that same benefit to the other groups of employees

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hired in connection with all three of the other transactions. Accordingly, once the University moved to amend the UCRP in July of 2024 to purchase and provide vesting credit to former Dignity hospital employees, it was obligated to do the same for other bargaining unit employees formerly employed to work at other newly acquired hospitals. Indeed, the University itself points out that in the past when it has purchased hospitals and hired their employees, it has amended the UCRP to provide those new employees with vesting credit in the pension. (Exhibit N, p. 3.)

On July 18, 2024, though, the University adopted Action Item F7 to amend the UCRP to provide *only* the former Dignity employees with vesting credit. (Exhibit N.) This "alteration[]" to the retirement benefits for the former Dignity employees required the University to apply the same changes to all eligible employees "within the unit in the same manner" as they applied the change to the Dignity employees. The University's unilateral decision to treat similarly situated employees differently when it comes to the number of years they must work before they "vest" and are able to receive a UCRP pension benefit deviates from the status quo reflected in its CBAs, Exhibits A, B, C, D, E.

2. Retirement benefits are clearly within the scope of representation

The University's promised provision of vesting credit is a matter within the scope of representation. PERB has long considered retirement benefits for active employees to be matters within the scope of representation. (*County of San Joaquin* (2003) PERB Decision No. 1570-M, p. 7.) The vesting credit the University agreed to provide to the former Dignity, Tenet, and HCA employees is a retirement benefit, since it affects the number of years employees will have to work for the University before they can receive a pension benefit, and in some cases, affects whether they will receive a pension benefit from the UCRP at all.

3. The University's new policy of picking and choosing which groups of employees will be afforded vesting credit for years of service at a recently acquired hospital has a generalized effect or continuing impact on terms and conditions of employment

A contract breach or other change to policy has a "generalized effect or continuing impact" when it is "generally applicable to future situations." (*Sacramento City Unified School District* (20 PERB Decision No. 2749, p. 17.) The University's failure to extend the same terms it offers former Dignity employees to former Tenet, HCA/West Hills and Prime employees adversely affects thousands of employees at six of UC's new hospitals: UCSD Health East Campus; UCI Health's four Community Network hospitals (Fountain Valley, Placentia Linda, Lakewood and Los Alamitos), and UCLA Health's West Valley hospital. The University's action (or *in*action) plainly has a continuing impact on the terms and conditions of employment for thousands of represented employees who previously worked for Tenet and HCA/West Hills. With vesting credit, they could retire two years from now and receive at least two years' worth of pension benefit from the UCRP. Without vesting credit, if they retired two years from now, they would receive no pension benefit from the UCRP. Indeed, thousands of employees will be impacted for at least five years as many will need to delay retirement in order to receive a pension benefit for their work at UC, and those that do retire during this five year period will lose out on the UCRP pension benefit to which they are entitled.

The University's decision to limit its UCRP amendment to former Dignity employees and not to employees who joined the University after working for any other newly acquired hospital, dramatically changes the availability of retirement benefits from the University itself, both now and in the future, and thus is "generally applicable to future situations." (*Id.*) Indeed, the University's buying spree may not be over; if it could get away with not living up to its promises to pay for and provide vesting credit for

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incoming Tenet and HCA/West Hills employees, it would be emboldened to make empty commitments to others in the future.

4. The University provided no notice or opportunity to bargain before adopting the change and acting on it, and the Charging Parties never waived their rights

The University provided no notice or opportunity to bargain before a new policy permitting it to create different pension benefits for only one subgroup of employees within each bargaining unit, by deciding to amend the UCRP to provide for vesting credit for the former Dignity employees, but not for the former Tenet, HCA/West Hills, or Prime employees who are within the same bargaining units and the same pension Tier. Indeed, although both AFSCME and UPTE were either in contract negotiations or about to begin them, the University did not "sunshine" the Retirement article or indicate any intent to change its terms at all.

Notably, nothing in the parties' CBAs serves as a clear and unmistakable waiver of the Unions' right to bargain over a decision not to provide vesting credit to employees after assuring any hospital seller – and the Regents – that it would. To the contrary, the parties' CBAs affirmatively require the University, when it makes such a beneficial change, to make it applicable broadly for all similarly situated bargaining unit members. See discussion above.

Moreover, when the parties negotiated a mediated settlement to charges consolidated as Case Number SF-CE-1452H, they did so without agreeing to any waiver of employee rights to vesting credit. Rather, the University and the UC Unions' April 12 Settlement Agreement, the University agreed to "place staff in appropriate represented UC titles and title codes and afforded all the rights and privileges of the University's CBAs with AFSCME Local 3299, UPTE, Teamsters 2010 and CNA." (Exhibit O, p. 1.)

B. The University committed a unilateral change when it failed to amend the UCRP to include former Tenet and HCA/West Hills employees, as required by the relevant APAs.

The University's failure to use commercially reasonable efforts to provide vesting credit for the Tenet and HCA/West Hills employees on July 18, or at any time, deviates from its pre-existing "definitive agreements" with Tenet and HCA/West Hills which had been approved by the Regents. See Exhibits I, Section 11.4(d), and Exhibit J, Section 10.2(d).

PERB recognizes that an employer's decision to deviate from or change the terms of a pre-existing contract with a third party and act on those amendments constitutes an unlawful unilateral change to the status quo. (*County of Kern* (2019) PERB Decision No. 2659-M, p. 9 [finding that employer "implemented a new policy, and/or applied existing policy in a new way" by amending a third party contract on a matter within the scope of representation]; *Oakland Unified School District* (2023) PERB Decision No. 2875, p. 17 [holding that an employer's voluntarily adopted "policy of prospective application" sets the status quo even where the policy is not memorialized in a collective bargaining agreement.]). In *County of Kern*, PERB faulted the employer for amending the scope of work of a pre-existing contract for services to cover the employer's new locations without first providing notice and an opportunity to bargain and found the County committed a unilateral change to its own policy (as the pre-existing contract for services reflected the status quo). (*Id.*, ("when Respondents began using contract medical assistants to staff the clinics in Suites 100 and 300, without notifying Local 521 or giving the union an opportunity to bargain, Respondents at least implemented a new policy, and/or applied existing policy in a new way.").)

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For the reasons set forth above, vesting credit is a retirement benefit of considerable value to employees as it determines the number of years each must work before they "vest" and can retire with a UCRP pension benefit. It is clearly within the scope of representation.

As with the decision to limit the scope of the July 18 UCRP amendment discussed above, the University's failure to take "**commercially reasonable efforts to provide** … Hired Employees [from both Tenet and HCA/West Hills]…with credit under all Buyer's Plans **for eligibility (including the satisfaction of any required waiting periods), rate of benefits and vesting purposes**" has a continuing impact on the terms and conditions of employment. (Exhibit D, p. 57 [emphasis added].)

Finally, as described above, the University provided no notice or opportunity to bargain when it decided not to pay for or provide vesting credit to the former Tenet and HCA/West Hills employees. Instead, the Unions learned of the University's plan to provide it only to former Dignity employees when UCOP made its report to the Regents public in the days leading up to their July 17-18 meeting.

C. The University has failed and refused to provide AFSCME and UPTE with information

It is hardly controversial that the University is obligated to provide AFSCME and UPTE with information that is necessary and relevant to their ability to represent their respective bargaining units. As the Board has held:

> An exclusive representative is entitled to all information that is necessary and relevant to discharge its representational duties. The terms "necessary" and "relevant" are interchangeable, and a union can prove its case by meeting its burden to show either the information's relevance or its necessity. PERB uses a liberal, discovery-type standard, similar to that used by the courts, to determine relevance. Information pertaining to matters within the scope of representation is so intrinsic to the core of the employer-employee relationship that it is considered presumptively relevant and must be disclosed unless the employer can establish that the information is plainly irrelevant or can provide adequate reasons why it cannot furnish the information.

(Contra Costa Community College District (2019) PERB Decision No. 2652-E, p. 5-6 *(Contra Costa)* (citations and quotations omitted).)

Here, AFSCME requested the following information on August 20, 2024 and has received no response whatsoever:

1. A copy of each actuarial study performed at the University's request, at any time since January 1, 2023, by Segal or any other actuarial firm, to assess the cost of providing vesting credit in the UCRP and/or any UCRS other retirement benefit plan to:

   a. University employees previously employed by Dignity at facilities to be affiliated with UCSF Health. If none, so state.

   b. University employees previously employed by Tenet at any of the newly acquired UCI

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Health Community Network hospitals. If none, so state.

c. University employees previously employed by HCA/West Hills at the newly acquired UCLA Health West Valley hospital. If none, so state; and/or

d. University employees previously employed by Prime Healthcare the newly acquired Alvarado hospital. If none, so state.

2. A copy of all correspondence since January 1, 2023 between the University of California and each actuarial firm that has been asked to perform actuarial calculations for the cost of providing vesting credit University employees previously employed by Dignity, Tenet, HCA/West Hills, and/or Prime Healthcare. If none, so state.

3. Any bids, proposals or other documentation reflecting the University's efforts to obtain vesting credit in the UCRP or any other retirement plan for University employees who previously worked for any of the hospitals that the University has acquired or affiliated in 2023 or 2024, and the associated costs of doing so.

4. Documentation of the Regents' approval of Agenda Item F7 for the Finance and Capital Strategies Committee at the July 16-18, 2024 meeting directing the UCRP administrator to amend the plan to provide vesting credit to University employees who previously worked for Dignity Health.

5. A copy of any report or Agenda Item presented to UC Regents at any time since January 1, 2023, proposing to authorize the UCRP administrator to amend the UCRP and/or any other UCRS retirement benefit plan to provide vesting credit to University employees previously employed by Tenet, HCA/West Hills and/or Prime Healthcare. If none, so state.

6. A spreadsheet indicating the years of vesting credit, if any, that each former Dignity, former Tenet, former HCA/West Hills and former Prime Healthcare employee in each of our respective bargaining units has or will have with UCRP.

7. The date, if any, when the Regents will take up a proposal to amend the UCRP to provide former Tenet, former West Hills and/or former Prime Healthcare employees with vesting credit in the pension and when UCOP anticipates that such amendment(s) will be adopted.

(Exhibit Q). This information is necessary and relevant to the AFSCME's and UPTE's ability to enforce the retirement articles of their respective CBAs and, to the extent that the acquisition agreements afford workers' additional rights or benefits, ensure that those are actually purchased and provided.

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IV. CONCLUSION AND REMEDY REQUESTED

For the foregoing reasons, PERB should issue a complaint against the University for failing to meet and confer in good faith, in violation of Government Code section 3571, subdivisions (b) and (c).

As a remedy, the University should be ordered to cease and desist from its unlawful conduct and to restore the status quo by amending the UCRP to provide vesting credit to all University employees who previously worked at a hospital acquire by the University, including all former Tenet, HCA/West Hills, and Prime employees. All affected should be made whole with interest at the statutory rate. PERB should also require the University to provide the information requested and to post notices both electronically and in person and apply any other remedies that are appropriate. Charging parties also seek attorneys' fees and costs, and such other relief as PERB deems appropriate.

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EXHIBIT A

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University of California

And

American Federation of State, County and Municipal Employees, LOCAL 3299 (AFSCME 3299)

Service Unit

January 31, 2020 – October 31, 2024

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ARTICLE 4B
UNIVERSITY RETIREMENT & SAVINGS PLANS

A. GENERAL CONDITIONS

Eligible employees may participate in a number of retirement plans generally available to other eligible non-managerial, non-supervisory, non-confidential, non-academic employees of the University, except as provided below.

B. RETIREMENT AND SAVINGS PLANS

1. The University maintains several retirement and savings plans for eligible University employees. Currently, such plans include but are not limited to, the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DCP) and 457 (b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). The University may at its option, alter, amend or terminate the existing UCRS plans and establish new retirement and/or saving plans for the UCRS. Such alterations include, but are not limited to altering eligibility criteria; altering or deleting current benefits; implementing the UCRP 2013 Tier for employees hired or who become UCRP eligible on or after July 1, 2013; altering employee and University rates of contribution, and changing the carrier or administrator for established plans or programs. In the event the University makes such alterations, (or proposes changes pursuant to Section B.5 below), the changes will apply to employees eligible for retirement benefits within the unit in the same manner as they apply to other eligible staff employees in the same tier. Where the University makes such alterations to a particular UCRP Tier (e.g., 1976**,** 2013), the changes will apply to eligible unit employees in the same manner as they apply to the other eligible staff employees in the same UCRP Tier, except in the earliest retirement age, age factors and employment contribution rates described in Section B.2. below shall not be reduced during the term of this Agreement.

2. For UCRP-eligible employees hired or rehired following a break in service or who become UCRP eligible on or after July 1, 2013 but prior to July 1, 2018, the pension benefits shall be as follows:

   The 2013 Tier benefit provisions shall apply, with two exceptions:
   The earliest retirement age and age factors shall be the same as for the 1976 Tier (2.5% age factor at age 60, eligible for early retirement at age 50). Retiring employees may elect either a lump sum cash-out of pension benefits or annuitized payments (same as 1976 Tier payment option). All UCRP-eligible bargaining unit employees (regardless of date of hire or UCRP tier placement) shall contribute a gross rate of 9% to UCRP effective the first full bi-weekly pay period on or after July 1, 2014. The contributions for employees who are 1976 Tier members will continue to
   be offset by $19 per month.

3. UCRP 2013 Modified Tier

   After ratification, all new or rehired employees shall be in the 2013 Modified Tier.

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4. Retiree Health Eligibility

Any bargaining unit employee in a UCRP eligible position as of December 31, 2013 will be grandfathered for the purpose of determining retiree health program eligibility (graduated eligibility beginning at age 50 with 10 years of service credit).

Any employee hired or rehired following a break in service, or who becomes UCRP eligible after December 31, 2013 will be subject to the new Graduated Retiree Health Program Eligibility (graduated eligibility beginning at age 56 with 10 years of service credit), as shown in Appendix F.

5. The University shall not make changes or alterations that reduce the UCRP Retirement Benefits Formula and/or increase employee UCRP contributions.

C. EFFECT OF ABSENCES FROM WORK

1. Leaves of Absence Without Pay – Approved leave without pay shall not be considered a break in service. The provisions of the applicable retirement plan regulations determine the effects of such leave without pay on retirement benefits.

2. Family Medical Leave Act – Retirement benefits shall be continued in accordance with the provisions of the applicable retirement plan regulations.

D. ENUMERATION OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of UCRS programs in effect on the date the Agreement is signed is found in Appendix C. AFSCME understands and agrees that the descriptions contained in Appendix C do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to AFSCME.

2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents and regulations, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each plan, refer to the applicable documents, agreements, regulations, or contracts.

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EXHIBIT B

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University of California

And

American Federation of State, County and Municipal Employees, lOCAL 3299 (AFSCME 3299)

Patient Care Technical Unit

FEBRUARY 7, 2020 – JULY 31, 2024

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ARTICLE 4b
UNIVERSITY RETIREMENT & SAVINGS PLANS

A. GENERAL CONDITIONS

Eligible employees may participate in a number of retirement plans generally available to other eligible non-managerial, non-supervisory, non-confidential, non-academic employees of the University, except as provided below.

B. RETIREMENT AND SAVINGS PLANS

1. The University maintains several retirement and savings plans for eligible University employees. Currently, such plans include but are not limited to, the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DCP) and 457 (b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). The University may at its option, alter, amend or terminate the existing UCRS plans and establish new retirement and/or saving plans for the UCRS. Such alterations include, but are not limited to altering eligibility criteria; altering or deleting current benefits; implementing the UCRP 2013 Tier for employees hired or who become UCRP eligible on or after July 1, 2013; altering employee and University rates of contribution, and changing the carrier or administrator for established plans or programs. In the event the University makes such alterations, (or proposes changes pursuant to Section B.5 below), the changes will apply to employees eligible for retirement benefits within the unit in the same manner as they apply to other eligible staff employees in the same tier. Where the University makes such alterations to a particular UCRP Tier (e.g., 1976**,** 2013), the changes will apply to eligible unit employees in the same manner as they apply to the other eligible staff employees in the same UCRP Tier, except in the earliest retirement age, age factors and employment contribution rates described in Section B.2. below shall not be reduced during the term of this Agreement.

2. For UCRP-eligible employees hired or rehired following a break in service or who become UCRP eligible on or after July 1, 2013 but prior to July 1, 2018, the pension benefits shall be as follows:

   The 2013 Tier benefit provisions shall apply, with two exceptions:
   The earliest retirement age and age factors shall be the same as for the 1976 Tier (2.5% age factor at age 60, eligible for early retirement at age 50). Retiring employees may elect either a lump sum cash-out of pension benefits or annuitized payments (same as 1976 Tier payment option). All UCRP-eligible bargaining unit employees (regardless of date of hire or UCRP tier placement) shall contribute a gross rate of 9% to UCRP effective the first full bi-weekly pay period on or after July 1, 2014. The contributions for employees who are 1976 Tier members will continue to
   be offset by $19 per month.

3. UCRP 2013 Modified Tier

   After ratification, all new or rehired employees shall be in the 2013 Modified Tier.

4. Retiree Health Eligibility

   Any bargaining unit employee in a UCRP eligible position as of December 31, 2013 will be

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grandfathered for the purpose of determining retiree health program eligibility (graduated eligibility beginning at age 50 with 10 years of service credit).
Any employee hired or rehired following a break in service, or who becomes UCRP eligible after December 31, 2013 will be subject to the new Graduated Retiree Health Program Eligibility (graduated eligibility beginning at age 56 with 10 years of service credit), as shown in Appendix F.

5. The University shall not make changes or alterations that reduce the UCRP Retirement Benefits Formula and/or increase employee UCRP contributions.

C. EFFECT OF ABSENCES FROM WORK

1. Leaves of Absence Without Pay – Approved leave without pay shall not be considered a break in service. The provisions of the applicable retirement plan regulations determine the effects of such leave without pay on retirement benefits.

2. Family Medical Leave Act – Retirement benefits shall be continued in accordance with the provisions of the applicable retirement plan regulations.

D. ENUMERATION OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of UCRS programs in effect on the date the Agreement is signed is found in Appendix C. AFSCME understands and agrees that the descriptions contained in Appendix C do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to AFSCME.

2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents and regulations, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each plan, refer to the applicable documents, agreements, regulations, or contracts.

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EXHIBIT C

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UCnet

Health Care Professionals

University Professional and Technical Employees (UPTE)

Health Care Professionals contract

Contract for the Health Care Professionals Unit (HX) between the University of California and the University Professional and Technical Employees Union

August 8, 2019 – September 30, 2024

- Article 1 – Agreement
- Article 2 – Access
- Article 3 – Arbitration
- Article 4 – Campus Closure
- Article 5 – Compensation
- Article 6 – Corrective Action Discipline
- Article 7 – Union Dues Deduction
- Article 8 – Grievance Procedure
- Article 9 – Health and Safety
- Article 10 – Holidays
- Article 11 – Hours of Work
- Article 12 – Job Posting
- Article 13 – Layoff and Reduction in Time
- Article 14 – Leaves of Absence

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- Pay for Family Care and Bonding Side Letter Agreement
- Article 15 – Leave for Union Business
- Article 16 – Management Rights
- Article 17 – Medical Separation
- Article 18 – Military Leave
- Article 19 – Moving Expenses
- Article 20 – Multiple Appointments
- Article 21 – No Strikes
- Article 22 – Nondiscrimination in Employment
- Article 23 – Out of Classification Assignments
- Article 24 – Parking
- Article 25 – Performance Evaluation
- Article 26 – Personnel Files
- Article 27 – Positions
- Article 28 – Probationary Period
- Article 29 – Professional Development and Educational Leave
- Article 30 – Reasonable Accommodation
- Article 31 – Reclassification Review
- Article 32 – Release Time for Bargaining
- Article 33 – Resignation Job Abandonment
- Article 34 – Severability
- Article 35 – Shift Differential
- Article 36 – Sick Leave
- Article 37 – Subcontracting
- Article 38 – Travel Reimbursement
- Article 39 – Uniforms
- Article 40 – UC Health and Welfare Benefits
- Article 41 – UC Retirement Savings Plan
- Article 42 – Vacation
- Article 43 – Waiver
- Article 44 – Work Rules
- Article 45 – Work Incurred Injury or Illness
- Article 46 – Work Place Committees

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- Article 47 – Duration
- Article 48 – Respectful and Fair Treatment
- Appendix A – Salary Rates
- Appendix B1 – Enumeration of University Benefits
- Appendix B2 – Health Plan Costs
- Appendix D – Grievance Form
- Appendix E – Side Letter – Inactive HX Titles
- Appendix F – UC Davis Medical Center – Premium Pay for Holidays
- Appendix G – Side Letter – UCSF Holidays
- Appendix H – Parking Increase
- Appendix I – Side Letter – UCLA-UCLAMC Experienced Based Steps
- Appendix J – Side Letter PTO at UCLA Medical Center
- HX Side Letter – Notification Addresses
- HX Side Letter of Agreement – UCLA CLS Steps
- HX Side Letter – PTO Opt Out Procedure
- HX Side Letter- SASE Manager Accretion
- HX Side Letter – UCLA Speech Path After Hours Schedules
- HX Side Letter – Retiree Health Trust Fund
- HX Side Letter – UCLA Specialty Certification
- HX Side Letter – UCRP
- HX Side Letter – Access – Disclosure

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House Staff – San Diego

House Staff – San Francisco

International Association of Firefighters – Davis

Marine Crew – San Diego

Medical Resident – Riverside

Medical Resident – San Francisco

Medical Residents – Irvine

Medical Residents – Davis

Medical Residents – Los Angeles

Medical Residents – Olive View

Non-Senate Instructional (Lecturers)

Patient Care Technical

Physicians, Dentists and Podiatrists

Police Officers

Postdoctoral Scholars

Professional Librarians

Registered Nurses

Research Support Professionals

Service

Skilled Craft – Los Angeles

Skilled Craft – Berkeley

Skilled Craft – Davis

Skilled Craft – Irvine

Skilled Craft – Merced

Skilled Craft – Riverside

Skilled Craft – San Diego

Skilled Craft – San Francisco

Skilled Craft – Santa Barbara

Skilled Craft – Santa Cruz

Technical

Frequently asked questions about bargaining units

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ARTICLE 41
UNIVERSITY RETIREMENT & SAVINGS PLANS

A. GENERAL CONDITIONS

Eligible employees may participate in a number of retirement programs generally available to other eligible staff employees of the University.

B. RETIREMENT AND SAVINGS PLANS

1. The University maintains several retirement and savings plans for eligible University employees. As of December 20, 2013, such plans include but are not limited to the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DCP) and 457(b) Deferred Compensation Plan which collectively constitute the University of California Retirement System (UCRS). The University may, at its option, amend and/or terminate the existing UCRS plans, to the extent permitted by law and consistent with the plan terms, and establish new retirement and/or savings plans for the UCRS. In the event the University makes such alterations, the changes will apply to employees eligible to participate in the UCRS plans within the unit in the same manner as they apply to other eligible staff employees at the University. Such alterations include, but are not limited to altering eligibility criteria; altering or deleting current benefits; implementing the UCRP 2013 Tier for employees hired, rehired following a break in service, or who become UCRP eligible on or after July 1, 2013; altering employee and University rates of contribution, and changing the carrier or administrator for established plans or programs.

2. The University agrees to meet and confer with respect to the following proposed change(s), which represent the sole exceptions to Section B.1., above.

   a) any alterations proposed by the University that affect only HX bargaining unit employees;

   b) any alterations proposed by the University other than the UCRP 2013 Tier that reduce the UCRP retirement benefits formula of HX bargaining unit employees; and/or

   c) any increases in employee UCRP contributions that exceed the following, expressed as a percentage of covered compensation:

      1) Contribute a gross rate of 9% effective July 1, 2014.

3. The contributions for 1976 Tier members, will continue to be offset by $19 per month.

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4. 2013 Post Employment Benefit Changes

   a. The University shall implement the 2013 UCRP Tier for unit members covered by this Agreement that are hired, rehired following a break in service, or who become UCRP-eligible on or after July 1, 2013. The 2013 Tier benefit provisions shall apply, with two exceptions. First, the age factors and earliest retirement age shall be the same as for the 1976 Tier (age factors beginning with 0.0110 at age 50 up to 0.0250 at age 60). Second, a lump-sum cash out of pension benefits may be elected by a retiring unit member in a manner consistent with 1976-Tier rules.

   b. All unit members hired, rehired following a break in service, or who become UCRP-eligible on or after December 20, 2013, will be subject to the new Graduated Retiree Health Program Eligibility.

5. In the event this Agreement expires, the parties agree that the terms of this Article 41 – University Retirement and Savings Plans, preserve the status quo and will continue in full force and effect unless otherwise expressly modified by mutual agreement of both parties.

C. EFFECT OF LEAVES OF ABSENCE

1. Leaves of Absence Without Pay

   Approved leave without pay shall not be considered a break in service. The regulations of the retirement system determine the effects of such leave without pay on retirement benefits.

2. Family Medical Leave Act

   Retirement benefits shall be continued for an employee on an approved Federal Family Medical Leave Act (FMLA) leave in accordance with the provisions of the applicable retirement system regulations.

D. ENUMERATION OF UNIVERSITY RETIREMENT & SAVINGS PLANS

For informational purposes only, a brief outline of retirement and savings programs in effect on the date the Agreement is signed is found at http://ucnet.universityofcalifornia.edu/compensation-and-benefits/retirement-benefits/index.html. UPTE understands and agrees that the descriptions contained in the above referenced link do not completely describe the coverage or eligibility requirements for each plan.

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Specific eligibility under each of the various plans is governed entirely by the terms of the applicable Plan Documents, custodial agreements, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

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EXHIBIT D

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UCnet

Technical

University Professional and Technical Employees (UPTE)

Technical contract

Contract for the Technical Unit (TX) between the University of California and the University Professional and Technical Employees (UPTE)

Effective August 8, 2019 – October 31, 2024

- **Article 1 – Access** *New*
- **Article 2 – Agreement** *New*
- **Article 3 – Arbitration** *New*
- **Article 4 – University Benefits** *New*
- **Article 5 – Campus/Laboratory Closure**
- **Article 6 – Compensation** *New*
- **Article 7 – Corrective Action/Discipline and Dismissal**
- **Article 8 – Development and Training**
- **Article 9 – Duration of Agreement**
- **Article 10 – Grievance Procedure** *New*
- **Article 11 – Health and Safety**
- **Article 12 – Holidays**
- **Article 13 – Hours of Work** *New*
- **Article 14 – Indemnification**
- **Article 15 – Labor–Management Meetings**

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- Article 18 – Leaves of Absence *New*
- Pay for Family Care and Bonding Side Letter Agreement
- Article 19 – Management Rights
- Article 20 – Medical Separation
- Article 21 – Military Leaves
- Article 22 – Moving Expenses
- Article 23 – Multiple Appointments
- Article 24 – No Strikes
- Article 25 – Nondiscrimination *New*
- Article 26 – Out of Class Pay *New*
- Article 27 – Parking *New*
- Article 28 – Payroll Deductions *New*
- Article 29 – Performance Evaluation
- Article 30 – Personnel Files
- Article 31 – Positions Appointments *New*
- Article 32 – Probationary Period
- Article 33 – Reasonable Accommodation
- Article 34 – Release Time for Bargaining
- Article 35 – Resignation/ Job Abandonment
- Article 36 – Respectful and Fair Treatment
- Article 37 – Severability
- Article 38 – Shift Differential *New*
- Article 39 – Sick Leave
- Article 40 – Subcontracting
- Article 41 – Transfer/ Promotion/Reclassification
- Article 42 – Travel Reimbursement
- Article 43 – Vacation
- Article 44 – Waiver
- Article 45 – Work Incurred Injury *New*
- Article 46 – Work Rules
- Article 47 – Uniforms

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- Appendix C – Grievance Form
- Appendix D – Enumeration of Benefits
- Appendix E – Parking *New*
- Appendix F – Medical Plan Costs
- Appendix G – DANR Counties
- Side Letter – UCRP *New*
- Side Letter – Campus Grievance Resolution Committee (CRC) Program Guidelines
- Side Letter – Removal of Term non-Grievable non-Arbitable from Contract Language
- Side Letter – Withdrawal of ULPs RFIs and Local Demands to Bargain
- Side Letter – Access – Disclosure *New*
- Memo of Negotiators

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- Police Officers
- Postdoctoral Scholars
- Professional Librarians
- Registered Nurses
- Research Support Professionals
- Service

Skilled Craft – Los Angeles

Skilled Craft – Berkeley

Skilled Craft – Davis

Skilled Craft – Irvine

Skilled Craft – Merced

Skilled Craft – Riverside

Skilled Craft – San Diego

Skilled Craft – San Francisco

Skilled Craft – Santa Barbara

Skilled Craft – Santa Cruz

- Technical

About

Contract

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Frequently asked questions about bargaining units

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ARTICLE 4
UNIVERSITY BENEFITS

A. HEALTH AND WELFARE GENERAL CONDITIONS – Part I

Eligible employees may participate in a number of benefits programs generally available to other eligible staff employees of the University and non-represented employees at LBNL.

1. The University's health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change plan or coverage options. Open enrollment provides an opportunity for employees to choose among plans due to changes in circumstances of the employees, changes in the coverage and costs of each plan, and changes in plan availability, which may change from year to year.

    a. The University may, at its option, alter its health and welfare programs, including the retiree health benefit program. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, change the carrier for established plans or programs, changing the administrator of such plan, or altering employee and University monthly rates of contribution. However, the University will notice the union and, upon request, meet to discuss the alterations the Union was advised of. In no event shall these discussions delay implementation of the University's objectives. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus or non-represented employees at LBNL.

    b. The sole exceptions to the University's ability to make changes without negotiations pursuant to §A.1.a., shall be:

        1) any alterations proposed by the University which affect only bargaining unit employees.

        2) changes to the monthly contributions, contained in Appendix F, to be paid in calendar years 2019, 2020, 2021 and 2022 by employees in the bargaining unit depending upon the medical plan they have selected, their coverage and their applicable pay band;

        3) for Calendar Years 2019, 2020, 2021 and 2022: employee premium increases for Kaiser and Health Net Blue and Gold

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that exceed $25/month for each coverage category, using the prior year's employee monthly premium as the benchmark for determining the $25 threshold; and

In such case(s), the University agrees to meet and confer with respect to the proposed change.

c. When any one of the exceptions outlined in §A.1.b. above are met, the University agrees to meet and confer with respect to the proposed change(s) only, provided UPTE serves upon the Office of the President, director of Labor Relations, written notice of its intent to negotiate over the identified exception(s) in §A.1.b. within thirty (30) calendar days from the date on which the University issued its written notice of the proposed change(s).

d. Costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by unit employees, normally through payroll deduction.

e. Employees shall pay the healthcare premium costs, in accordance with Section A.1.d. above, as follows:

a. Effective the first full pay period following ratification, employees shall pay the 2018 healthcare premium costs, in accordance with Appendix F.

b. In subsequent calendar years, subject to §A.1.e.3) below, employees shall pay the amount appropriate to the employee's pay band and the employee's selected coverage category (single, adult + children, two adults, or family) and health plan.

c. Beginning in calendar year 2020 increases in employee contribution rates for the Kaiser and Health Net Blue and Gold plans shall not exceed $25 per month over the prior year, for each coverage category, for each year of the Agreement.

B. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. **Temporary Layoff/Temporary Reduction in Time/Furlough –** Health plan contributions by the University will be provided for unit employees, in accordance with Section C below, when the employee is affected by the following conditions lasting up to (four) 4 months: a temporary layoff; a temporary reduction in time below the hours required to be eligible for health benefits; or a furlough. For health benefits to remain in force, employees on temporary layoff or furlough must comply with the terms of the applicable benefit documents, rules and/or regulations

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2. **Military Leave** – An eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training shall receive those benefits related to employment that are granted in the University's Military Leave policy and its related documents.

3. **Leaves of Absence Without Pay**

   a. Approved leave without pay shall not be considered a break in service and, except as provided in Section 3.c. below, shall not determine eligibility for benefits.

   b. Except as provided in Section 3.c. below, an eligible employee on approved leave without pay may, on accordance with the benefit documents, rules and regulations, elect to continue University-sponsored benefits for the period of time specified in the benefit documents, rules and regulations.

   c. An employee on an approved Family and Medical Leave (FML) shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status as follows:

      1) When the employee is on an FML leave that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.

      2) When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve month period. For purposes of Military Caregiver Leave, the "single twelve month period" is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.

      3) When the employee is on Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.

      4) When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count toward the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.

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5) When the employee is on an FML leave under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave): Continued coverage for up to twelve (12) workweeks in a calendar year.

d. Group insurance coverage not addressed in Section 3.c. above shall be continued in accordance with the provisions of the applicable group insurance regulations.

C. ENUMERATION OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of benefits in effect on the date the Agreement is signed is found at http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html. UPTE understands and agrees that the descriptions contained in the above referenced link do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to UPTE.

2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

D. JOINT BENEFITS COMMITTEE

The University and UPTE will establish a Joint Benefits Committee that will meet at least four times annually to discuss employee benefits.

1. The University will provide information on specifications, cost, usage, surveys and evaluations of benefits plans.

2. UPTE will provide responses, identify problems and issues and any union evaluations or surveys of benefits plans.

3. The University will grant release time for up to four (4) career employees, not more than one (1) per campus/hospital/LBNL to participate in this committee. Release time is without loss of straight-time pay and will allow for reasonable travel time.

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E. REDUCED FEE ENROLLMENTS

1. An employee who has retired within four (4) months of the date of separation from University service and who is an annuitant of a retirements system to which the University contributes, and who meets the admission requirements of the University, is eligible for two-thirds (2/3) reduction of both the University registration fee and the University educational fee as described below. An individual so registered is ineligible for the services and facilities of the counseling centers, gymnasia, or student health services, other than those to which the retired employee may be otherwise entitled.

2. For an employee on the quarter system, the reduced fee limit is nine (9) units or three (3) regular session University courses per quarter, whichever is greater.

3. For an employee on the semester system, the reduced fee limit is six units or two regular session University courses, whichever is greater.

F. RETIREMENT BENEFITS GENERAL CONDITIONS – Part II

1. Eligible employees may participate in a number of retirement plans generally available to other eligible staff employees of the University.

2. The University maintains several retirement and savings plans for eligible University employees. As of December 20, 2013, such plans include but are not limited to the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DC Plan) and 457(b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). The University may, at its option, amend and/or terminate the existing UCRS plans, to the extent permitted by law and consistent with the plan terms, and establish new retirement and/or savings plans for the UCRS. In the event the University makes such alterations, the changes will apply to employees eligible to participate in the UCRS plans within the unit in the same manner as they apply to other eligible staff employees at the University. Such alterations include, but are not limited to altering eligibility criteria; altering or deleting current benefits, implementing the UCRP 2013 Tier for employees hired, rehired following a break in service, or who become UCRP eligible on or after July 1, 2013, altering employee and University rates of contribution, and changing the carrier or administrator of the UCRP for established plans or programs.

3. The University agrees to meet and confer with respect to the following proposed change(s), which represent the sole exceptions to the provisions of Section F.2., above:

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a. any alterations proposed by the University that affect only bargaining unit employees,

b. any alterations proposed by the University other than the UCRP 2013 Tier that reduce the UCRP retirement benefits formula of bargaining unit employees, and/or

c. any increases in employee UCRP contributions that exceed the following, expressed as a percentage of covered compensation:

1) For all unit employees in the 1976 Tier, a total contribution of 8% (minus the $19 offset) effective the payroll period that includes January 1, 2014[1] and an additional 1% increase for a total of 9% (minus the $19 offset) effective the payroll period that includes July 1, 2014.

2) For all unit employees in the UPTE 2013 UCRP Tier for unit members, will contribute a gross rate of 9% effective July 1, 2014.

4. **2013 Post Employment Benefit Changes**

a. The University shall implement the 2013 UCRP Tier for unit members covered by this Agreement that are hired, rehired following a break in service, or who become UCRP-eligible on or after July 1, 2013. The 2013 Tier benefit provisions shall apply, with two exceptions. First, the age factors and earliest retirement age shall be the same as for the 1976 Tier (age factors beginning with 0.0110 at age 50 up to 0.0250 at age 60). Second, a lump-sum cash out of pension benefits may be elected by a retiring unit member in a manner consistent with 1976-Tier rules.

b. All unit members hired, rehired following a break in service, or who become UCRP-eligible after the date of ratification or December 20, 2013, whichever is earlier, will be subject to the new Graduated Retiree Health Program Eligibility.

5. In the event this Agreement expires, the parties agree that the terms of this Article 4 – University Retirement and Savings Plans, preserve the status quo and will continue in full force and effect unless otherwise expressly modified by mutual agreement of both parties.

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G. EFFECTS OF ABSENCES FROM WORK

1. **Leaves Of Absence Without Pay –** Approved leave without pay shall not be considered a break in service. The provisions of the applicable retirement plan regulations determine the effects of such leave without pay on retirement benefits.

2. **Family and Medical Leave –** Retirement benefits shall be continued in accordance with the provisions of the applicable retirement plan regulations.

H. ENUMERATIONS OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of the UCRS in effect is found at: http://ucnet.universityofcalifornia.edu/compensation-and-benefits/retirement-benefits/index.html. UPTE understands and agrees that the descriptions contained in the above referenced link do not completely describe the coverage or eligibility requirements for each plan,

2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents and regulations, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each plan, refer to the applicable documents, agreements, regulations, or contracts.

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With a copy to:	McDermott Will & Emery LLP 2049 Century Park East, Suite 3200 Los Angeles, California 90067 Attention: Gary Gertler and Chris Olson E-Mail: ggertler@mwe.com; colson@mwe.com
If to Buyer:	UC San Diego Health 6363 Greenwich Drive, 0891 Suite 100 San Diego, California 92122 Attention: Patricia S. Maysent, Chief Executive Officer E-Mail: pmaysent@ucsd.edu
With a copy to:	UC Legal-UC San Diego Office of Campus counsel Office of Legal Affairs 9500 Gilman Drive, MC 0933 San Diego, California 920923 Attention: Veronica Marsich, Chief Health Counsel Email: vmarsich@ucsd.edu

or at such other address as one Party may designate by notice hereunder to the other Parties.

12.2 Legal Fees and Costs of Disputes. In the event a Party incurs reasonable legal expenses to enforce or interpret any provision of this Agreement by mediation, arbitration or judicial means, the prevailing Party will be entitled to recover such reasonable legal expenses, including attorney's fees, costs and necessary disbursements, in addition to any other relief to which such Party shall be entitled.

12.3 Choice of Law. The Parties agree that all disagreements, disputes or claims arising out of or relating to this Agreement or the Contemplated Transaction shall be governed by and construed in accordance with the applicable Law of the State of California without giving effect to any choice or conflicts of Law provision or rule thereof that would result in the application of the applicable Law of any other jurisdiction other than the applicable Law of the United States of America, where applicable.

12.4 Dispute Resolution. If a dispute arises between any of the Parties relating to this Agreement that cannot be resolved informally, each Party involved in such dispute (each, a "**Disputing Party**" and, collectively, the "**Disputing Parties**") agrees to comply with the procedures set forth in this **Section 12.4** ("**Dispute Resolution Procedures**"). The Dispute Resolution Procedures will be invoked by a Party, before such Party pursues any other available remedy, by such Party giving written notice to the other Party. Following receipt of such notice, the Disputing Parties shall, for a period of five (5) days after the dispute first arises, attempt in good faith to negotiate a resolution of the dispute, which attempts shall include no less than one in-person meeting among authorized representatives of each Disputing Party, each of whom shall have authority from the respective boards of directors of the Disputing Parties to settle the matter. To the extent a dispute between any of the Parties relating to this Agreement cannot be resolved in accordance with this **Section 12.4,** no Party will be restricted from seeking all other remedies that may be available at law or in equity.

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IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed by their duly authorized officers as of the Effective Date first set forth above.

SELLER:

ALVARADO HOSPITAL LLC

By:_____
Name: Steve Aleman
Title: Chief Financial Officer

SOLELY WITH RESPECT TO THE PROVISIONS SET FORTH IN THE INTRODUCTION OF THE AGREEMENT, SELLER GUARANTOR:

PRIME HEALTHCARE SERVICES, INC.

By:_____
Name: Steve Aleman
Title: Chief Financial Officer

BUYER:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UC SAN DIEGO HEALTH

By:_____
Name: Talmadge E. King, Jr., M.D.
Title: Executive Vice President, University of California Health

[Signature Page to Asset Purchase Agreement]

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By:_____
Name: Steve Aleman
Title: Chief Financial Officer

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PRIME HEALTHCARE SERVICES, INC.

By:_____
Name: Steve Aleman
Title: Chief Financial Officer

BUYER:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UC SAN DIEGO HEALTH

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Talmadge E. King, MD
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By:_____
Name: Talmadge E. King, Jr., M.D.
Title: Executive Vice President, University of California Health

[Signature Page to Asset Purchase Agreement]

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EXHIBIT E

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Research Support Professionals

University Professional and Technical Employees (UPTE)

Research Support Professionals contract

Contract for the Research Support Professionals Unit (RX) between the University of California and the University Professional and Technical Employees (UPTE)

August 8, 2019 – October 31, 2024

- Article 1 – Access *New*
- Article 2 – Agreement *New*
- Article 3 – Arbitration *New*
- Article 4 – University Benefits *New*
- Article 5 – Campus/Laboratory Closure
- Article 6 – Compensation *New*
- Article 7 – Corrective Action/Discipline and Dismissal
- Article 8 – Development and Training
- Article 9 – Duration of Agreement
- Article 10 – Grievance *New*
- Article 11 – Health and Safety
- Article 12 – Holidays
- Article 13 – Hours of Work *New*
- Article 14 – Indemnification

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- Article 17 – Leaves for Union Business *New*
- Article 18 – Leaves of Absence *New*
- Pay for Family Care Bonding Side Letter Agreement
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- Article 41 – Transfer/ Promotion/Reclassification
- Article 42 – Travel Reimbursement
- Article 43 – Vacation
- Article 44 – Waiver
- Article 45 – Work Incurred Injury *New*
- Article 46 – Work Rules

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- Appendix B – LBNL Salary Ranges
- Appendix C – Grievance Form
- Appendix D – Enumeration of Benefits
- Appendix E – Parking *New*
- Appendix F – Medical Plan Costs
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- Side Letter – Campus Grievance Resolution Committee (CRC) Program Guidelines
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- Side Letter – UCRP *New*
- Side Letter – Access – Disclosure *New*
- Memo of Negotiators

Active union negotiations
Bargaining units, contracts and local agreements
Academic Researchers
Academic Student Employees
Clerical and Allied Services
Faculty – Santa Cruz
Graduate Student Researchers
Graphic Communications – Berkeley
Health Care Professionals
House Staff – San Diego
House Staff – San Francisco
International Association of Firefighters – Davis
Marine Crew – San Diego
Medical Resident – Riverside
Medical Resident – San Francisco
Medical Residents – Irvine
Medical Residents – Davis
Medical Residents – Los Angeles

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ARTICLE 4
UNIVERSITY BENEFITS

A. HEALTH AND WELFARE GENERAL CONDITIONS – Part I

Eligible employees may participate in a number of benefits programs generally available to other eligible staff employees of the University and non-represented employees at LBNL.

1. The University's health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change plan or coverage options. Open enrollment provides an opportunity for employees to choose among plans due to changes in circumstances of the employees, changes in the coverage and costs of each plan, and changes in plan availability, which may change from year to year.

    a. The University may, at its option, alter its health and welfare programs, including the retiree health benefit program. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, change the carrier for established plans or programs, changing the administrator of such plan, or altering employee and University monthly rates of contribution. However, the University will notice the union and, upon request, meet to discuss the alterations the Union was advised of. In no event shall these discussions delay implementation of the University's objectives. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus or non-represented employees at LBNL.

    b. The sole exceptions to the University's ability to make changes without negotiations pursuant to §A.1.a., shall be:

        1) any alterations proposed by the University which affect only bargaining unit employees.

        2) changes to the monthly contributions, contained in Appendix F, to be paid in calendar years 2019, 2020, 2021 and 2022 by employees in the bargaining unit depending upon the medical plan they have selected, their coverage and their applicable pay band;

        3) for Calendar Years 2019, 2020, 2021 and 2022: employee premium increases for Kaiser and Health Net Blue and Gold

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that exceed $25/month for each coverage category, using the prior year's employee monthly premium as the benchmark for determining the $25 threshold; and

In such case(s), the University agrees to meet and confer with respect to the proposed change.

c. When any one of the exceptions outlined in §A.1.b. above are met, the University agrees to meet and confer with respect to the proposed change(s) only, provided UPTE serves upon the Office of the President, director of Labor Relations, written notice of its intent to negotiate over the identified exception(s) in §A.1.b. within thirty (30) calendar days from the date on which the University issued its written notice of the proposed change(s).

d. Costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by unit employees, normally through payroll deduction.

e. Employees shall pay the healthcare premium costs, in accordance with Section A.1.d. above, as follows:

a. Effective the first full pay period following ratification, employees shall pay the 2018 healthcare premium costs, in accordance with Appendix F.

b. In subsequent calendar years, subject to §A.1.e.3) below, employees shall pay the amount appropriate to the employee's pay band and the employee's selected coverage category (single, adult + children, two adults, or family) and health plan.

c. Beginning in calendar year 2020 increases in employee contribution rates for the Kaiser and Health Net Blue and Gold plans shall not exceed $25 per month over the prior year, for each coverage category, for each year of the Agreement.

B. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. **Temporary Layoff/Temporary Reduction in Time/Furlough –** Health plan contributions by the University will be provided for unit employees, in accordance with Section C below, when the employee is affected by the following conditions lasting up to (four) 4 months: a temporary layoff; a temporary reduction in time below the hours required to be eligible for health benefits; or a furlough. For health benefits to remain in force, employees on temporary layoff or furlough must comply with the terms of the applicable benefit documents, rules and/or regulations

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2. **Military Leave** – An eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training shall receive those benefits related to employment that are granted in the University's Military Leave policy and its related documents.

3. **Leaves of Absence Without Pay**

   a. Approved leave without pay shall not be considered a break in service and, except as provided in Section 3.c. below, shall not determine eligibility for benefits.

   b. Except as provided in Section 3.c. below, an eligible employee on approved leave without pay may, on accordance with the benefit documents, rules and regulations, elect to continue University-sponsored benefits for the period of time specified in the benefit documents, rules and regulations.

   c. An employee on an approved Family and Medical Leave (FML) shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status as follows:

      1) When the employee is on an FML leave that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.

      2) When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve month period. For purposes of Military Caregiver Leave, the "single twelve month period" is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.

      3) When the employee is on Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.

      4) When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count toward the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.

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5) When the employee is on an FML leave under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave): Continued coverage for up to twelve (12) workweeks in a calendar year.

d. Group insurance coverage not addressed in Section 3.c. above shall be continued in accordance with the provisions of the applicable group insurance regulations.

C. ENUMERATION OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of benefits in effect on the date the Agreement is signed is found at http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html. UPTE understands and agrees that the descriptions contained in the above referenced link do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to UPTE.

2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

D. JOINT BENEFITS COMMITTEE

The University and UPTE will establish a Joint Benefits Committee that will meet at least four times annually to discuss employee benefits.

1. The University will provide information on specifications, cost, usage, surveys and evaluations of benefits plans.

2. UPTE will provide responses, identify problems and issues and any union evaluations or surveys of benefits plans.

3. The University will grant release time for up to four (4) career employees, not more than one (1) per campus/hospital/LBNL to participate in this committee. Release time is without loss of straight-time pay and will allow for reasonable travel time.

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E. REDUCED FEE ENROLLMENTS

1. An employee who has retired within four (4) months of the date of separation from University service and who is an annuitant of a retirements system to which the University contributes, and who meets the admission requirements of the University, is eligible for two-thirds (2/3) reduction of both the University registration fee and the University educational fee as described below. An individual so registered is ineligible for the services and facilities of the counseling centers, gymnasia, or student health services, other than those to which the retired employee may be otherwise entitled.

2. For an employee on the quarter system, the reduced fee limit is nine (9) units or three (3) regular session University courses per quarter, whichever is greater.

3. For an employee on the semester system, the reduced fee limit is six units or two regular session University courses, whichever is greater.

F. RETIREMENT BENEFITS GENERAL CONDITIONS – Part II

1. Eligible employees may participate in a number of retirement plans generally available to other eligible staff employees of the University.

2. The University maintains several retirement and savings plans for eligible University employees. As of December 20, 2013, such plans include but are not limited to the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DC Plan) and 457(b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). The University may, at its option, amend and/or terminate the existing UCRS plans, to the extent permitted by law and consistent with the plan terms, and establish new retirement and/or savings plans for the UCRS. In the event the University makes such alterations, the changes will apply to employees eligible to participate in the UCRS plans within the unit in the same manner as they apply to other eligible staff employees at the University. Such alterations include, but are not limited to altering eligibility criteria; altering or deleting current benefits, implementing the UCRP 2013 Tier for employees hired, rehired following a break in service, or who become UCRP eligible on or after July 1, 2013, altering employee and University rates of contribution, and changing the carrier or administrator of the UCRP for established plans or programs.

3. The University agrees to meet and confer with respect to the following proposed change(s), which represent the sole exceptions to the provisions of Section F.2., above:

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a. any alterations proposed by the University that affect only bargaining unit employees,

b. any alterations proposed by the University other than the UCRP 2013 Tier that reduce the UCRP retirement benefits formula of bargaining unit employees, and/or

c. any increases in employee UCRP contributions that exceed the following, expressed as a percentage of covered compensation:

1) For all unit employees in the 1976 Tier, a total contribution of 8% (minus the $19 offset) effective the payroll period that includes January 1, 2014[1] and an additional 1% increase for a total of 9% (minus the $19 offset) effective the payroll period that includes July 1, 2014.

2) For all unit employees in the UPTE 2013 UCRP Tier for unit members, will contribute a gross rate of 9% effective July 1, 2014.

4. **2013 Post Employment Benefit Changes**

a. The University shall implement the 2013 UCRP Tier for unit members covered by this Agreement that are hired, rehired following a break in service, or who become UCRP-eligible on or after July 1, 2013. The 2013 Tier benefit provisions shall apply, with two exceptions. First, the age factors and earliest retirement age shall be the same as for the 1976 Tier (age factors beginning with 0.0110 at age 50 up to 0.0250 at age 60). Second, a lump-sum cash out of pension benefits may be elected by a retiring unit member in a manner consistent with 1976-Tier rules.

b. All unit members hired, rehired following a break in service, or who become UCRP-eligible after the date of ratification or December 20, 2013, whichever is earlier, will be subject to the new Graduated Retiree Health Program Eligibility.

5. In the event this Agreement expires, the parties agree that the terms of this Article 4 – University Retirement and Savings Plans, preserve the status quo and will continue in full force and effect unless otherwise expressly modified by mutual agreement of both parties.

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G. EFFECTS OF ABSENCES FROM WORK

1. **Leaves Of Absence Without Pay –** Approved leave without pay shall not be considered a break in service. The provisions of the applicable retirement plan regulations determine the effects of such leave without pay on retirement benefits.

2. **Family and Medical Leave –** Retirement benefits shall be continued in accordance with the provisions of the applicable retirement plan regulations.

H. ENUMERATIONS OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of the UCRS in effect is found at: http://ucnet.universityofcalifornia.edu/compensation-and-benefits/retirement-benefits/index.html. UPTE understands and agrees that the descriptions contained in the above referenced link do not completely describe the coverage or eligibility requirements for each plan,

2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents and regulations, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each plan, refer to the applicable documents, agreements, regulations, or contracts.

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Retirement Benefits Fact Sheet

Pension Choice or Savings Choice

For faculty and staff hired on or after July 1, 2016

Rehired, newly eligible and former CalPERS-covered employees—please see page 4 for important information about your benefits.

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UC offers you a choice of primary retirement benefit options—here's an overview of how each option works. See page 4 for important information about eligibility and other rules, and available

PENSION CHOICE

How it Works

Pension Choice includes a monthly pension benefit under the University of California Retirement Plan (UCRP), offering a predictable level of lifetime retirement income. Your pension benefit is based on your highest average 36 months of eligible pay[1] (up to the PEPRA maximum; see page 4 for more information), UCRP service credit, and your age at retirement.

Along with the pension benefit, some faculty and staff are eligible to build retirement savings through a supplemental 401(k)-style account.

The decision to participate in Pension Choice is irrevocable—you cannot change your participation to Savings Choice later.

Shared Contributions[2]

You contribute 7% of your eligible pay, before taxes; your contributions always belong to you. Contributions on pay up to the PEPRA maximum go toward the cost of the UCRP pension benefit. Contributions on pay above the PEPRA maximum up to the annual IRS pay maximum ($345,000 for 2024; see page 4 for details) go into your supplemental account.

UC contributes:
Pension: UC contributes a percentage of eligible pay to UCRP, as determined by the UC Regents, up to the PEPRA maximum.
Supplement for designated faculty[3]: 5% on all eligible pay up to the IRS pay maximum.
Supplement for staff and other academic employees: 3% on eligible pay **above** the PEPRA maximum, up to the IRS pay maximum.

Investing

UC makes decisions about the investments of the UCRP and assumes the investment risk. If you are eligible for the supplemental account, you select how to invest the contributions made to your account from a menu of available funds and you assume the investment risk.

Vesting

You will "vest" in UCRP (become eligible to receive pension benefits, subject to plan rules) once you have earned five years of UCRP service credit. You begin to earn service credit for your time worked when you start making contributions.

Your individual contributions to your supplemental account will vest immediately. Contributions UC makes to the supplemental account will vest after you have earned five years of UCRP service credit. Distributions are governed by plan rules.

Your Retirement Income

When you retire, you will receive lifetime monthly retirement income **based on your highest average 36 months of eligible pay (up to the PEPRA maximum), the amount of your service credit in UCRP, and your age at retirement.**

When you retire, you can draw retirement income from your supplemental account. The balance of your account will depend on the amount contributed by you and UC and the performance of your investments. You can designate a beneficiary for your supplemental account balance.

Disability and Survivor Benefits

UCRP benefits for your eligible survivors, as well as disability income if you become totally and permanently disabled before retirement.

THE SOONER THE BETTER:

The sooner you enroll in Pension Choice or Saving Choice, the sooner you start receiving UC contributions (and service credit under Pension Choice). Your enrollment window closes once you submit a choice. If you don't choose a primary retirement option within 90 days of the date you became eligible, you automatically will be enrolled in Pension Choice (effective with your next pay period). In general, your eligibility date is your hire date. If you are uncertain about your eligibility date, please contact the UC Retirement Administration Service Center at 800-888-8267.

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resources to help you make your choice. You can also find more information on UCnet, including *A Complete Guide to Your UC Retirement Benefits* and *Retirement Benefits Decision Guide*.

SAVINGS CHOICE

How it Works

Savings Choice works much like a 401(k) plan. Your mandatory pretax contributions, contributions from UC (based on your eligible pay[1]) and any investment earnings accumulate in a tax-deferred retirement account.

Employees who choose Savings Choice will have a one-time opportunity on the fifth anniversary of the calendar year in which they made their initial election to switch to Pension Choice prospectively. See ucal.us/secondchoice for details.

Shared Contributions[2]

You contribute 7% of your eligible pay, before taxes, up to the annual IRS pay maximum ($345,000 for 2024; see page 4 for more information).

UC contributes 8% of your eligible pay, up to the IRS pay maximum.

Investing

Under Savings Choice, you select how you want to invest the contributions made to your account from a menu of available funds and you assume the investment risk. UC provides tools, resources and one-on-one guidance to help you understand how to plan and invest for retirement.

Vesting

Your contributions to your account will vest immediately. UC's contributions will vest after one year. Distributions are governed by plan rules.

Your Retirement Income

When you retire, you can draw money from your account. Your account balance will depend on the amount contributed by you and UC and the performance of your investments.

Disability and Survivor Benefits

Savings Choice does not include disability or survivor benefits, but you can designate a beneficiary for your account balance. Employee-paid disability and employee-paid supplemental life insurance are available.

[1] Some types of compensation not considered "eligible pay" when calculating retirement benefits are:
- Pay that exceeds the full-time rate or established base pay rates for regular, normal positions;
- Overtime pay (unless for compensatory time off);
- Pay that exceeds the base salary (X+X') under the Health Sciences Compensation Plan.

For more about eligible pay, see *A Complete Guide to Your UC Retirement Benefits* on UCnet.

[2] Employer and employee contribution rates are set periodically by the UC Regents. Because UCRP is a defined benefit plan, a member receives a specified payment amount at retirement (based on UCRP service credit, retirement age and eligible annual pay, up to the applicable maximum), irrespective of the amount the individual or UC contributes. Provisions of the 2016 Retirement Choice Program are subject to collective bargaining for represented employees. Please refer to the appropriate collective bargaining agreement, as benefits and other provisions may vary.

[3] In general, you are eligible for the faculty program if you are an academic appointee in one of the following groups.
- Ladder-rank faculty and equivalent titles (Professorial and Equivalent titles, which include Agronomists, Astronomers, Clinical Professor of Dentistry [over 50%] and Supervisor of Physical Ed)
- Professor in Residence series
- Professor of Clinical (X) series
- Acting full, associate and assistant professors
- Lecturers/Senior Lecturers (full-time) with Security of Employment or Potential Security of Employment (excluding UC Hastings Lecturers/Senior Lecturers)
- Adjunct Professor series
- Health Science Clinical Professor series
- Librarians covered by the Professional Librarians Unit (LX Unit) and Non-Senate Instructional/UC-AFT (IX), due to specific provisions within their collective bargaining agreement

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WHO IS ELIGIBLE FOR RETIREMENT CHOICE?

You are eligible for a choice of primary retirement benefits if you:

- Are hired into an eligible faculty or career staff appointment on or after July 1, 2016; OR
- Are hired in an ineligible position on or after July 1, 2016 and then become eligible for retirement benefits.

ABOUT RETIREMENT EARNINGS MAXIMUMS

The maximum amount of your compensation that counts toward your retirement benefits may be affected by a number of factors, including the 2013 California Public Employees' Pension Reform Act (PEPRA) maximum, the IRS dollar maximum and UC guidelines about eligible pay.

Please note that the Plan year runs from July 1 to June 30.

PEPRA Pensionable Earnings Maximum: The maximum salary that counts toward your pension benefits is consistent with the maximum on pensionable earnings under PEPRA. This maximum also applies to other California public pension plans and is reviewed annually and may be adjusted. For the 2024 Plan year, the maximum is $151,446.

IRS Maximum: The IRS sets a dollar maximum for annual earnings upon which retirement benefits and contributions may be based. This maximum is also reviewed and may be adjusted annually. For the 2024 Plan year, this maximum is $345,000.

Eligible Pay: Retirement benefits are calculated based on "eligible pay," which does not include certain types of compensation. For a list of types of compensation that are not considered "eligible pay" when calculating retirement benefits, see *A Complete Guide to Your UC Retirement Benefits* on UCnet (ucal.us/guidetoretirementben).

REHIRED, NEWLY ELIGIBLE AND FORMER CALPERS-COVERED EMPLOYEES

You may not be subject to the PEPRA maximum (and your retirement benefit options may differ) if you:

- Previously worked for UC in an eligible appointment;
- Were hired before July 1, 2016 and became eligible for retirement benefits on or after July 1, 2016; OR
- Were a "Classic Member" under CalPERS and are eligible for reciprocity with UC.

If you believe you meet these criteria, or if you have questions, contact the UC Retirement Administration Service Center at 800-888-8267. New UC employees who were classified as a "Classic Member" under CalPERS and are also eligible for reciprocity with UC need to self-identify within 90 days of their pension choice election by submitting the UBEN 300 form directly to the UC Retirement Administration Service Center.

Please note: If your original UCRP entry date was before July 1, 1994, and you are rehired in an eligible appointment, you will automatically become an active member of UCRP and will not be eligible to choose between Pension Choice and Savings Choice.

UNION-REPRESENTED EMPLOYEES

If you're represented by a union, your retirement benefits are governed by your union's contract with UC and may be different than the benefits outlined here. Please refer to your collective bargaining agreement (available at ucal.us/agreements) for details.

SECOND CHOICE OPPORTUNITY

Enrollment in Pension Choice is irrevocable—you cannot change your participation to Savings Choice later.

Savings Choice participants have a window of opportunity to switch prospectively from Savings Choice to Pension Choice, and become members of the UC Retirement Plan (UCRP). The second choice window for Savings Choice participants opens on the fifth anniversary of the calendar year in which they made their initial election.

A move from Savings Choice to Pension Choice is effective on July 1 (the beginning of the plan year) following your election, if your election is postmarked on or before May 31.

A switch from Savings Choice to Pension Choice is a change in your primary retirement benefits going forward; it is not retroactive. A switch to Pension Choice during your second choice window means:

RESOURCES TO HELP YOU CHOOSE

You can use our interactive decision tool to compare how your retirement benefits may grow over time with each option. You can also get one-on-one personal retirement counseling, or find a class or webinar, to learn more about your options and preparing for retirement. These resources are available at no cost to you.

Retirement Decision Tool
myUCretirement.com/choose

Workplace Financial Consultants
800-558-9182
Fidelity.com/schedule/UC

Classes and Webinars
myUCretirement.com/classes

UCnet
ucnet.universityofcalifornia.edu

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- Your Savings Choice account balance will remain yours. Contributions (from you and UC) to your Savings Choice account will stop on the date the change takes effect.
- The service credit you earned as a participant in Savings Choice will count toward vesting in UCRP and toward your retiree health benefits. You will begin earning UCRP service credit toward the calculation of your pension benefit on the date your switch to Pension Choice takes effect.
- You will remain in the pension plan for the remainder of your career, even if you separate and return.

By authority of the Regents, University of California Human Resources, located in Oakland, administers all benefit plans in accordance with applicable plan documents and regulations, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. No person is authorized to provide benefits information not contained in these source documents, and information not contained in these source documents cannot be relied upon as having been authorized by the Regents. Source documents are available for inspection upon request (800-888-8267). What is written here does not constitute a guarantee of plan coverage or benefits—particular rules and eligibility requirements must be met before benefits can be received. The University of California intends to continue the benefits described here indefinitely; however, the benefits of all employees, retirees, and plan beneficiaries are subject to change or termination at the time of contract renewal or at any other time by the University or other governing authorities. The University also reserves the right to determine new premiums, employer contributions and monthly costs at any time. Health and welfare benefits are not accrued or vested benefit entitlements. UC's contribution toward the monthly cost of the coverage is determined by UC and may change or stop altogether, and may be affected by the state of California's annual budget appropriation. If you belong to an exclusively represented bargaining unit, some of your benefits may differ from the ones described here. For more information, employees should contact their Human Resources Office and retirees should call the UC Retirement Administration Service Center (800-888-8267).

In conformance with applicable law and University policy, the University is an affirmative action/equal opportunity employer. Please send inquiries regarding the University's affirmative action and equal opportunity policies for staff to Systemwide AA/EEO Policy Coordinator, University of California, Office of the President, 1111 Franklin Street, Oakland, CA 94607, and for faculty to the Office of Academic Personnel and Programs, University of California, Office of the President, 1111 Franklin Street, Oakland, CA 94607.

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12.11 No Inference
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any Liability arising under
because of such Person's st
Section 414 of the Code of
any Plans or any Liability
arising under COBRA in r
qualified beneficiaries; (iii)
layoff, plant closing or oth
on or prior to the Effective
a Transferred Employee,
Employees that arise on or
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compensation (including a
respect to the period of ti
connection with the Conten
payments or Liabilities, (v
associated with any curren
thereof); (vii) any Liabil
maintained by Seller or any
Citizenship and Immigrati
alternative work schedule
employees; (viii) any cla
unemployment compensatio
or state employment Law
classification or other matte
or Liability in connection
California Private Attorney
any case, with respect to
Employee regardless of w
conditional offers to all Se
and (B) any employee of S
prior to the Effective Tim
Covered Persons occurring
when such claim is brought

(f) any
including to the California
provided to the California
(ii) any continuing obligati
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organization, union or asso

(g) any
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under a Services Agreemen

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(i) copie
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Transactions, including au
Assumed Liabilities by Sell
the other Transaction Docu
Date, by the appropriate off

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Guarantor authorizing and
Contemplated Transaction
Transaction Documents, ce
the appropriate officer of S

(k) a cer
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Date and bearing the authe
and any additional docume

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Agreement and any additic
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or the Acquired Assets;

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the learned or licensed h
healthcare professional fees
referrals; any state healthc
credentialing of healthcare
practice of medicine or oth
corporations or profession
practice medicine or relate
licensure of facilities or p
management, utilization
occurrences, diseases, an
enforceability of restrictive
state pharmacy statutes an
drug diversion Laws, inclu
and the regulations promul
ordinances and Orders relat

(e) Duri
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convicted of, charged with
conduct that would constit
or convicted of, charged w
conduct that would consti
breach of fiduciary duty,
investigation or controlle
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of Seller or the Business
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participating in any Govern
or § 1320a-8, or been conv
exclusions, sanctions or cha

(f) To th
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of any Physician, or Pers
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or any other type of remun
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Physician or other Persons
services, space or goods t
market value compensation
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(g) Selle
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funds for political activity
or on behalf of Seller, at

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official to violate their law
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or indirectly, taken any ac
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2001, H.R. 3162, Public La

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or overpayments under, or
Private Program, or under t
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under all Government Prog
arising in the ordinary cou
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whether any actual overpa
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(ii)
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(iii)
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(iv)
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Contracts with a Referral S

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organization, union or asso

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similar arrangements) with
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4.16(a)(ii) through ((xii)) a

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(e) Except as contemplated by this Agreement, since January 1, 2018, Seller has not effectuated (i) a "plant closing" (as defined in the WARN Act or any similar state, local or foreign Law) affecting any site of employment or one or more Facilities or operating units within any site of employment or facility of Seller, or (ii) a "mass layoff" (as defined in the WARN Act, or any similar state, local or foreign Law) affecting any site of employment or facility of Seller.

(f) Seller (i) has disclosed, on Schedule 4.21(f), all Allegations occurring during the ten (10) years prior to the Effective Date of this Agreement relating to Sexual Misconduct involving or relating to Covered Persons; (ii) has complied with all Authorities involving or relating to Sexual Misconduct involving or relating to Covered Persons; (iii) properly and promptly fields, classifies, records, investigates, takes remedial measures, and resolves all Allegations involving or relating to Sexual Misconduct involving or relating to Covered Persons in accordance with Authorities.

(g) Except as disclosed on Schedule 4.21(g), (i) there have been no Allegations, lawsuits, or legal, administrative or arbitration proceedings pending, or to the Knowledge of Seller, threatened, by or against or affecting Seller with respect to, involving or relating to Sexual Misconduct involving or relating to Covered Persons, during the past ten (10) years; and (ii) to the Knowledge of Seller, no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such Allegation or proceeding.

(h) All personal and other records maintained by Seller for its employees are true and complete in all material respects.

4.22 Litigation.

(a) Schedule 4.22(a) sets forth an accurate and complete list and summary description of all Proceedings with respect to Seller, the Business, Facilities, Parking Garage and the Acquired Assets, as well as all Orders, settlements and conciliation Contracts under which Seller has current or future obligations with respect to the Business, Facilities, Parking Garage or the Acquired Assets. Except as set forth on Schedule 4.22(a), there are no Proceedings, Orders, compliance reports or information requests, subpoenas or production requests pending, or, to the Knowledge of Seller, threatened, against or affecting Seller or a Seller Affiliate with respect to the Business, the Facilities, the Acquired Assets or employees of Seller before or by any Governmental Authority. Except for the CIA, neither Seller nor any of the Facilities or the Parking Garage have been subject to any formal (for which a Seller or Facility has received notice) Proceeding of the OIG, CMS, the Justice Department, the United States General Accounting Office, the California Department of Public Health, the Medicaid program or any other Governmental Authority. There are no Proceedings pending or, to the Knowledge of Seller, threatened by Seller against any Person.

(b) Neither Seller, nor any Acquired Asset, is subject to any Order or unsatisfied judgment, penalty, award, settlement Contract or conciliation Contract.

(c) There is no Proceeding or Order pending or, to the Knowledge of Seller, threatened, against or affecting Seller or Seller Guarantor before any court or Governmental

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(c) The
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(b) Buye
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shall be taken by Buyer wi
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(e) Selle
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result of any Liabilities or
Effective Time arising und
2.4(c). Section 2.4(i) and S
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after the Effective Time.

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Date, but the reporting dead
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Buyer in a form agreeable
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(h) The
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conflicts with **Section 9.5**,
9.6 or **Section 10.5** shall co

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With a copy to:	McDermott Will & Emery LLP 2049 Century Park East, Suite 3200 Los Angeles, California 90067 Attention: Gary Gertler and Chris Olson E-Mail: ggertler@mwe.com; colson@mwe.com
If to Buyer:	UC San Diego Health 6363 Greenwich Drive, 0891 Suite 100 San Diego, California 92122 Attention: Patricia S. Maysent, Chief Executive Officer E-Mail: pmaysent@ucsd.edu
With a copy to:	UC Legal-UC San Diego Office of Campus counsel Office of Legal Affairs 9500 Gilman Drive, MC 0933 San Diego, California 920923 Attention: Veronica Marsich, Chief Health Counsel Email: vmarsich@ucsd.edu

or at such other address as one Party may designate by notice hereunder to the other Parties.

12.2 Legal Fees and Costs of Disputes. In the event a Party incurs reasonable legal expenses to enforce or interpret any provision of this Agreement by mediation, arbitration or judicial means, the prevailing Party will be entitled to recover such reasonable legal expenses, including attorney's fees, costs and necessary disbursements, in addition to any other relief to which such Party shall be entitled.

12.3 Choice of Law. The Parties agree that all disagreements, disputes or claims arising out of or relating to this Agreement or the Contemplated Transaction shall be governed by and construed in accordance with the applicable Law of the State of California without giving effect to any choice or conflicts of Law provision or rule thereof that would result in the application of the applicable Law of any other jurisdiction other than the applicable Law of the United States of America, where applicable.

12.4 Dispute Resolution. If a dispute arises between any of the Parties relating to this Agreement that cannot be resolved informally, each Party involved in such dispute (each, a "**Disputing Party**" and, collectively, the "**Disputing Parties**") agrees to comply with the procedures set forth in this **Section 12.4** ("**Dispute Resolution Procedures**"). The Dispute Resolution Procedures will be invoked by a Party, before such Party pursues any other available remedy, by such Party giving written notice to the other Party. Following receipt of such notice, the Disputing Parties shall, for a period of five (5) days after the dispute first arises, attempt in good faith to negotiate a resolution of the dispute, which attempts shall include no less than one in-person meeting among authorized representatives of each Disputing Party, each of whom shall have authority from the respective boards of directors of the Disputing Parties to settle the matter. To the extent a dispute between any of the Parties relating to this Agreement cannot be resolved in accordance with this **Section 12.4,** no Party will be restricted from seeking all other remedies that may be available at law or in equity.

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(b) Exce
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warranties and covenants
Documents: (i) for purpose
are satisfied; (ii) for purpo
set forth in **Article 11** or
Document, including any
warranty (based on the Sch
otherwise affect Buyer's
Agreement or any Transact

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IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed by their duly authorized officers as of the Effective Date first set forth above.

SELLER:

ALVARADO HOSPITAL LLC

By:_____
Name: Steve Aleman
Title: Chief Financial Officer

SOLELY WITH RESPECT TO THE PROVISIONS SET FORTH IN THE INTRODUCTION OF THE AGREEMENT, SELLER GUARANTOR:

PRIME HEALTHCARE SERVICES, INC.

By:_____
Name: Steve Aleman
Title: Chief Financial Officer

BUYER:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UC SAN DIEGO HEALTH

By:_____
Name: Talmadge E. King, Jr., M.D.
Title: Executive Vice President, University of California Health

[Signature Page to Asset Purchase Agreement]

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PRIME HEALTHCARE SERVICES, INC.

By:_____
Name: Steve Aleman
Title: Chief Financial Officer

BUYER:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UC SAN DIEGO HEALTH

DocuSigned by:
Talmadge E. King, MD
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By:_____
Name: Talmadge E. King, Jr., M.D.
Title: Executive Vice President, University of California Health

[Signature Page to Asset Purchase Agreement]

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EXHIBIT H

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9.11. Items to be D
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11.4. Employment
11.5. Post-Closing
11.6. Cost Reports
11.7. Transitional
11.8. GME/SMP I
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12. DISPUTE RESOLU
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12.4. Arbitration..

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14.9. Escrow Rele
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15.5. Waiver of B
15.6. Notice .....
15.7. Severability
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15.9. No Third-Pa
15.10. Entire Agree
15.11. Non-Recoun
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15.13. Cost of Tran
15.14. Headings; C
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15.18. Consents, A
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15.20. Computation

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15.21. No Inference
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Exhibit A	Example C
Exhibit B	Third Amer
Exhibit C	Second Am
Exhibit D	Third Amer
Exhibit E	Owner's A

Schedule 1.85	T
Schedule 1.96	K
Schedule 1.143	S
Schedule 3.1(a)(v)	A
Schedule 3.1(a)(vi)	A
Schedule 3.1(a)(viii)	P
Schedule 3.1(a)(x)	A
Schedule 3.1(b)(iii)	E
Schedule 3.1(b)(xvii)	U
Schedule 3.1(b)(xx)	A
Schedule 3.1(c)(vii)	C
Schedule 3.2	S
Schedule 5.2(b)	C
Schedule 5.2(c)	N
Schedule 5.4	L
Schedule 5.6	S
Schedule 5.7	L
Schedule 5.8	C
Schedule 5.9	N
Schedule 5.10(a)	L
Schedule 5.10(a)(i)	S
Schedule 5.10(a)(ii)	S
Schedule 5.10(b)	L
Schedule 5.10(c)	P
Schedule 5.11(a)	E
Schedule 5.11(g)	T
Schedule 5.11(i)	E
Schedule 5.11(k)	E
Schedule 5.11(l)	E
Schedule 5.12	L
Schedule 5.13(b)	E
Schedule 5.13(d)	R
Schedule 5.13(f)	P
Schedule 5.14(a)	T
Schedule 5.14(c)	T

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Schedule 5.15(b)
Schedule 5.15(c)
Schedule 5.15(e)
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Schedule 5.19
Schedule 5.20(a)
Schedule 5.20(b)(i)
Schedule 5.20(b)(ii)
Schedule 5.20(c)(i)
Schedule 5.20(c)(ii)
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Schedule 5.20(l)(i)
Schedule 5.20(l)(ii)
Schedule 5.21(a)
Schedule 5.23
Schedule 5.24
Schedule 5.25
Schedule 5.30
Schedule 5.32
Schedule 6.2(b)
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by mutual consent of the Parties) as individuals whom the Parties have determined should become employed by Saint Francis prior to the Effective Time. For the avoidance of doubt, no DHMF Clinic Worker shall be deemed an In-Scope Employee. Notwithstanding the above, the employment of those individuals set forth on Schedule 1.85 will be transferred to Saint Francis prior to the Effective Time.

1.86. "In-Scope Physicians" shall mean the physicians and advanced practice providers employed by Foundation Physicians Medical Group, Inc., a California professional medical corporation who primarily provide services to the Hospitals, the DHMF Clinics and/or their related facilities.

1.87. "Indebtedness" shall have the meaning set forth in Section 5.30(a).

1.88. "Indemnified Party" means UCSF, CommonSpirit or the Transaction Affiliates, as the case may be, seeking indemnification pursuant to Section 12.

1.89. "Indemnifying Party" means a Party or CommonSpirit from whom indemnification is sought pursuant to Section 12.

1.90. "Institutional Review Board" means any board, committee, or other group formally designated by an institution to review clinical research involving humans as subjects, to approve the initiation of and conduct periodic review of such research.

1.91. "Intellectual Property" means all rights, title, and interests in and to all intellectual property rights, of every kind and nature however denominated throughout the world, including: (i) trademarks, service marks, trade names, logos, and trade dress, and the goodwill associated therewith, (ii) domain names and social media accounts and handles, (iii) patents, inventions, and know-how, (iv) proprietary information and trade secrets, in each case to the extent protectible as a trade secret under applicable law, (v) copyrights and moral rights, including all rights of authorship, use, publication, reproduction, distribution, and performance, database rights, and any other rights in technology, and (vi) all applications, registrations, and common law and other unregistered rights in and to the foregoing.

1.92. "Intercompany Debt" shall have the meaning set forth in Section 3.1(d)(xv).

1.93. "Inventory" means all usable inventory and supplies held or used in the business of a Transaction Affiliate.

1.94. "IP Agreements" means, collectively, the Patent Assignment Agreement, the Domain Name License Agreement, and the Trademark License Agreement.

1.95. "IRS" shall mean the United States Internal Revenue Service.

1.96. "Knowledge of the Transaction Affiliates" or words of similar effect, shall mean the actual knowledge (but not imputed or constructive knowledge), after reasonable inquiry, of the employees listed on Schedule 1.96.

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1.168. "Terraphase Asbestos Report" shall mean that certain Technical Memorandum prepared by Terraphase Engineering dated January 8, 2024 as Project No. P001.048.002.

1.169. "Third Party Fault Claims" shall have the meaning set forth in Section 14.3(d).

1.170. "Title Company" has the meaning set forth in Section 7.9.

1.171. "Title IV Plan" shall have the meaning set forth in Section 5.11(g).

1.172. "Title Policies" shall have the meaning set forth in Section 7.10.

1.173. "Trademark License Agreement" has the meaning set forth in Section 11.7.

1.174. "Transaction(s)" shall have the meaning set forth in the Recitals.

1.175. "Transaction Affiliate" means (a) Dignity Health (solely with respect to the operation of SMMC and the ownership of the Assumed Assets, as applicable), (b) DCC (solely with respect to its authority as sole corporate member of Saint Francis), (c) DHMF (solely with respect to the operation of the DHMF Clinics and the ownership of the Assumed Assets, as applicable), and (d) Saint Francis.

1.176. "Transaction Affiliate Insurance" has the meaning set forth in Section 5.17.

1.177. "Transaction Agreements" means the Agreement and all ancillary agreements related thereto effectuating the Transactions.

1.178. "Transferring Employees" shall have the meaning set forth in Section 5.15(a).

1.179. "Transferring Physicians" shall have the meaning set forth in Section 11.4(a).

1.180. "Transferring Systems" shall have the meaning set forth in Section 3.1(a)(xii).

1.181. "Transition Services Agreements" has the meaning in Section 9.11(e).

1.182. "UCSF" shall have the meaning set forth in the introductory paragraph.

1.183. "UCSF Qualifying Claim" shall have the meaning set forth in Section 14.2(a).

1.184. "Uncapped Liabilities" shall have the meaning set forth in Section 14.3(b).

1.185. "Union" means any labor union, trade union, labor organization or other employee representative body.

1.186. "Unrestricted Gifts" has the meaning set forth in Section 11.2.

1.187. "WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar state or local Legal Requirements.

1.188. "Will" means "shall" and vice versa, without distinction.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the Execution Date.

UCSF:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF THE UNIVERSITY OF CALIFORNIA – SAN FRANCISCO HEALTH

DocuSigned by:
D34D80640E5546A...

Suresh Gunasekaran, MBA
President and Chief Executive Officer

DocuSigned by:
Chancellor Sam Hawgood
8B213000DEE946A...

Sam Hawgood, MBBS
Chancellor, University of California San Francisco

[Signature Page to Affiliation Agreement]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the Execution Date.

SAINT FRANCIS: **SAINT FRANCIS MEMORIAL HOSPITAL**

DocuSigned by:
Daryn J. Kumar, MBA, FACHE

Daryn Kumar, President

DIGNITY HEALTH **DIGNITY HEALTH**

DocuSigned by:

Wright L. Lassiter, III, Chief Executive Officer, CommonSpirit Health

DHMF: **DIGNITY HEALTH MEDICAL FOUNDATION**

DocuSigned by:
Robert Quinn

Robert Quinn, MD, President

DCC: **DIGNITY COMMUNITY CARE**

DocuSigned by:

Wright L. Lassiter, III, Chief Executive Officer, CommonSpirit Health

FOR THE LIMITED PURPOSES SET FORTH HEREIN:

COMMONSPIRIT: **COMMONSPIRIT HEALTH**

DocuSigned by:

Wright L. Lassiter, III, Chief Executive Officer

[Signature Page to Affiliation Agreement]

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CERTIFICATE OF SECRETARY OF SAINT FRANCIS MEMORIAL HOSPITAL

I, the undersigned, do hereby certify:

(1) That I am presently the duly elected and acting Secretary of the corporation; and

(2) That the foregoing Second Amended and Restated Bylaws has been approved by the Board of Trustees of the corporation as of [_____].

Executed on this ____ day of _____, at _____.

_____
[Name, Title]
Saint Francis Memorial Hospital

CERTIFICATE OF SECRETARY OF THE CORPORATE MEMBER

I, the undersigned, do hereby certify:

(1) That I am presently the appointed and acting [Assistant Secretary] of the Corporate Member; and

(2) That the foregoing Second Amended and Restated Bylaws has been approved by the governing body of the Corporate Member as of [_____].

Executed on this ____ day of _____, _____, at San Francisco, CA.

_____
[Name, Title]
Dignity Community Care

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OWNER:

Dignity Health, a California corporation

by: _____
Name: _____
Title: _____

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ARTICLE V – REPRESE
5.1 Capacity, Author
5.2 Binding Agreeme
5.3 Financing. .....
5.4 Litigation and Pr
5.5 Compliance with
5.6 No Brokerage. ....
5.7 Representations c

ARTICLE VI – COVENA
6.1 Access. .....
6.2 Updates of Sched
6.3 Operating Coven
6.4 Negative Covena
6.5 No-Shop Clause.
6.6 Third Party Cons
6.7 Reformation Effo
6.8 Notice of Certain
6.9 Reporting of Sex
6.10 Insurance Policie
6.11 Collective Bargai
6.12 Closing Conditio
6.13 Archive Copy of
6.14 Risk of Loss. .....
6.15 LIPA Purchase. ..
6.16 Real Estate Docu
6.17 Transition Servic

ARTICLE VII – CONDI
7.1 Representations a
7.2 Required Approv
7.3 Actions and Proc
7.4 Adverse Change.
7.5 Closing Deliverie

ARTICLE VIII – CONDI
8.1 Representations a
8.2 Pre-Closing Cont
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ARTICLE IX – TERMIN
9.1 Termination Prio
9.2 Effect of Termina

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ARTICLE X – ADDITIO
10.1 Post-Closing Filin
10.2 Employee Matter
10.3 Medical Staff.....
10.4 Consents to Certa
10.5 Refunds and Ren
10.6 Assistance with A
10.7 Terminating Cost
10.8 [RESERVED]. ....
10.9 Use of Seller Poli
10.10 Use of Business M
10.11 Waiver of Bulk S
10.12 Closing of Financ
10.13 Medicare Bad De
10.14 HITECH Paymen
10.16 Lease Guaranties
10.17 [RESERVED.] ...
10.18 Post-Closing Disc
10.19 Restrictive Cover
10.20 Transition Patient
10.21 Seller Pre-Closing

ARTICLE XI – INDEMN
11.1 Indemnification b
11.2 Indemnification b
11.3 Limitations.....
11.4 Third Party Claim
11.5 Direct Claims. ....
11.6 Claims Made. .....
11.7 Scope of Liability

ARTICLE XII – TAX MA
12.1 Transfer Taxes. ...
12.2 Acquired Entity T
12.3 Termination of E
12.4 Straddle Period....
12.5 Contests.....
12.6 Cooperation and
12.7 Transaction Tax
12.8 Tax Refunds.....
12.9 Post-Closing Act

ARTICLE XIII – GENER
13.1 Additional Assur
13.2 Legal Expenses;
13.3 Choice of Law; V
13.4 Waiver of Jury T

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13.5 Benefit, Assignm
13.6 Cost of Transacti
13.7 Confidentiality. ..
13.8 Public Announce
13.9 Waiver of Breach
13.10 Notice.....
13.11 Severability. .....
13.12 Interpretation.....
13.13 Entire Agreement
13.14 Enforcement. .....
13.15 Personal Liability
13.16 Disclosure Gener
13.17 Time of Essence.
13.18 Seller Guarantors
13.19 The Regents of th

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"*HCAI*" means the
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"*HCQAA*" means
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"*Healthcare Laws*"
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58; the administrative Fals
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1320a-7); the Health Mainte
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"***Privacy and Security Requirements***" means (a) Privacy and Security Policies and (b) Privacy and Security Laws, (c) the Payment Card Industry (PCI) Data Security Standards, and (d) Contracts related to processing of Personal Information, including business associate agreements.

"***Protected Health Information***" has the meaning given to it under HIPAA (45 C.F.R. § 160.103) and includes electronic protected health information.

"***Purchase Price***" means an amount equal to (a) [redacted], plus (b) the Prepaid Assets Amount, plus (c) the Inventory Amount, minus (d) the Capital Lease Amount, minus (e) the Pre-Closing Tax Amount.

"***Purchased Assets***" has the meaning set forth in Section 2.1.

"***Real Property***" has the meaning set forth in Section 2.1(b).

"***Real Property Closing***" has the meaning set forth in Section 3.4.

"***Real Property Closing Documents***" means the documents and instruments described in Sections 3.4(a)(i), (ii), (v), (vi) and (vii) and 3.4(b)(i), (ii), and (v).

"***Real Property Escrow Agent***" means First American Title Insurance Company, Attn: Ryan Hahn, 18500 Von Karman Avenue, Suite 600, Irvine, CA 92612, Telephone: (949) 885-2400, E-mail: rhahn@firstam.com.

"***Representatives***" means, with respect to any Person, the officers, directors, principals, employees, agents, auditors, accountants, attorneys, consultants, advisors, bankers and other representatives of such Person.

"***Required Consents***" has the meaning set forth in Section 7.2(c).

"***Required Governmental Approvals***" has the meaning set forth in Section 7.2(a).

"***Resolution Period***" has the meaning set forth in Section 2.5(c).

"***Restricted Business***" has the meaning set forth in Section 10.19(a).

"***Restricted Party***" has the meaning set forth in Section 10.19(a).

"***RSSC***" has the meaning set forth in the recitals hereto.

"***Schedules Update***" has the meaning set forth in Section 6.2.

"***Seller***" or "***Sellers***" has the meaning set forth in the preamble hereto.

"***Seller Agency Settlements***" has the meaning set forth in Section 2.2(f).

"***Seller Companies***" means Sellers and the Acquired Entities.

"***Seller Consolidated Group***" means any consolidated, combined, or unitary Tax group that

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where any Seller, with resp
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(e) No extensio
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or the Healthcare Business
account such extensions or
made, against any Seller wi
respect to any Acquired En
fully paid or otherwise reso

(f) No Acquired
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business, the primary purpo

(g) No private
rulings have been requeste
Seller regarding the Purcha
Entity.

(h) No Acquired
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Acquired Entity has liabilit
6 (or any corresponding pr
contract or otherwise (other
business, the primary purpo

(i) No Acquired
under Sections 481(a) or 26
Tax Laws by reason of a ch
on or prior to the Closing
requesting permission for a

(j) No Acquired
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Closing Date as a result of
corresponding or similar pr
the Closing, (ii) open tra
(iii) intercompany transacti
existence at Closing desc
corresponding or similar p
amount received prior to th

(k) No Acquire
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Section 897(c)(1)(a) of the
"controlled corporation" in

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the Healthcare Business, by a third party vendor selected by Buyer that is reasonably acceptable to Sellers. Buyer expressly agrees that the results of any such review, inspection or investigation contemplated by clauses (x) and (y) above shall remain confidential to Buyer and may not be disclosed to any other party, including Sellers and their Affiliates, except with Sellers' prior written consent, which may be withheld in their sole discretion.

(c) Buyer shall promptly repair any material damage that occurs as a result of any inspections conducted by Buyer, Buyer's designee(s), nominee(s) or any Representatives thereof pursuant to this Section 6.1, and shall promptly restore the Real Property to substantially its prior condition following completion of such inspection. Such repairs and restoration shall be performed at Buyer's or Buyer's Representatives' sole expense.

(d) During the Interim Period, Buyer shall have reasonable access during normal business hours to the Facility Employees employed by the Seller Companies at such time, after consultation with Sellers, so as to engage in written or oral communications with such Facility Employees, including relating to employee benefits and other post-Closing terms of employment. Such access shall be afforded by the Seller Companies upon receipt of reasonable advance notice and per Sellers' approval and consent, which shall not be unreasonably withheld.

6.2 Updates of Schedules. At the time of execution of this Agreement, Sellers have provided Buyer and Buyer has provided Sellers with copies of all Schedules referenced as part of this Agreement. After the Effective Date, and no later than five (5) Business Days prior to the Closing Date, the Parties shall supplement or update any and all Schedules with respect to any matter arising after the Effective Date which if existing as of the Effective Date would have been required to be set forth or described in such Schedules and such updated Schedules shall, subject to the limitations provided in this Section 6.2, be incorporated into this Agreement (each, a "***Schedules Update***"); provided, however, that Sellers shall not be permitted to amend Schedule 2.1(k) to include any Material Contract pursuant to this Section 6.2 without Buyer's prior consent (which will not be unreasonably withheld, conditioned or delayed). Except as agreed to in writing by both Buyer and Sellers, no Schedules Update or the content of any other notice shall be deemed to amend or supplement the Schedules or to modify the other applicable representations, warranties and covenants of any Party contained in this Agreement or the other Transaction Documents for purposes of determining or calculating such Party's indemnification obligations set forth in ARTICLE XI, including any obligation of a Party arising from breach of any representation and warranty in each case based on the Schedules agreed to as of the Effective Date.

6.3 Operating Covenants. During the Interim Period, except with the prior written consent of Buyer (such consent not to be unreasonably withheld or delayed) or as required by this Agreement, each Seller and its Affiliates shall, and shall cause the other Seller Companies to, conduct the operation of the Healthcare Business in the ordinary course of business. Without limiting the generality of the foregoing, each Seller and the other Seller Companies shall take all of the following actions with respect to the Healthcare Business and the Purchased Assets:

(a) perform its obligations relating to or affecting the Healthcare Business (including, under the Assumed Contracts, the Tenant Leases and the Lessor Leases) in all material respects, including paying in the ordinary course of business (and in any event before delinquency) all bills and invoices for labor, services, materials, repair, maintenance or leasing of real property as well

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13.8 Public Announcements. No Party shall release, publish or otherwise make available to the public in any manner whatsoever any information or announcement regarding the Contemplated Transactions without the prior written consent of the other Parties after consultation with their respective counsel, except for information and filings (a) reasonably necessary to be directed to Governmental Authorities to fully and lawfully effect the Contemplated Transactions, or (b) required under Law, or (c) required under the rules of any stock exchange, in each case, applicable to a Party or to Sellers' or Seller Guarantors' respective Affiliates, in which case, the Party issuing such information or announcement shall provide written notice and a copy of such required information disclosure or announcement to the other Parties not less than two (2) Business Days prior to the date of such disclosure or announcement and shall consider the views of the other Parties with respect to such disclosure or announcement in good faith.

13.9 Waiver of Breach. Except as may be expressly provided to the contrary elsewhere herein, no delay or omission by any Party to exercise any right or power under this Agreement or pursuant to Law shall impair such right or power or be construed as a waiver thereof. The waiver by any Party of any representation, warranty, covenant or condition, breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof. Any agreement on the part of either Party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such Party.

13.10 Notice. Any notice, demand or communication required, permitted or desired to be given hereunder must be in writing and shall be deemed effectively given (a) when personally delivered with signed receipt, (b) when received by telegraphic or other electronic means (including facsimile transmission or electronic mail) with affirmative confirmation of receipt, with the understanding that electronic or machine-generated acknowledgement of receipt shall not constitute affirmative confirmation of receipt, so long as such telegraphic or other electronic means is accompanied by prompt notice by United States mail, or overnight courier with signed receipt, or (c) when delivered by registered United States mail, with postage prepaid and return receipt requested, addressed to the addresses below or to such other address as any Party may designate, with copies thereof to the respective counsel thereof as notified by such Party.

If to Buyer:	UCI Health 101 The City Drive, Building 54, Suite 5100 Orange, California 92868 Attention: Chad Lefteris and Tatyana Popkova Email: chad.lefteris@hs.uci.edu; tpopkova@hs.uci.edu
With simultaneous copies to (which shall not constitute notice) to:	UC Irvine Medical Center 101 The City Drive, Building 54, Suite 5100 Orange, California 92868 Attention: Peter Schneider Facsimile: (714) 456-2298 Email: pschneid@hs.uci.edu

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	Sheppard, Mullin, Richter & Hampton LLP Four Embarcadero Center Seventeenth Floor San Francisco, California 94111 Attention: Eric Newsom and Nioura F. Ghazni Facsimile: (415) 403-6011 Email: enewsom@sheppardmullin.com; nghazni@sheppardmullin.com
If to Sellers or Seller Guarantors:	Tenet Healthcare Corporation 14201 Dallas Parkway Dallas, Texas 75254 Attention: Michael Maloney and Steven Schaefer Email: Michael.Maloney@tenethealth.com; Steven.Schaefer@tenethealth.com
With simultaneous copies (which shall not constitute notice) to:	Alston & Bird LLP 1201 W. Peachtree Street Atlanta, Georgia 30309 Attention: J. Mark Ray and Tyler Pate Email: Mark.Ray@alston.com; Tyler.Pate@alston.com

13.11 Severability. In the event any provision (or portion thereof) of this Agreement, or the application of any such provision (or portion thereof) to any Person or circumstance, is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

13.12 Interpretation. In the interpretation of this Agreement, except where the context otherwise requires, (a) "including" or "include" does not denote or imply any limitation, (b) "or" has the inclusive meaning "and/or," (c) "and/or" means "or" and is used for emphasis only, (d) "$" refers to United States dollars, (e) the singular includes the plural, and vice versa, and each gender includes each other gender, (f) the table of contents, captions and headings are only for reference and shall not affect in any way the meaning or interpretation of this Agreement, (g) "Section" refers to a section of this Agreement, unless otherwise stated in this Agreement, (h) "Exhibit" refers to an exhibit to this Agreement (which is incorporated herein by reference), unless otherwise stated in this Agreement, (i) "Schedule" refers to a schedule to this Agreement and incorporates any attachments thereto (which are incorporated herein by reference), unless otherwise stated in this Agreement, (j) all references to times are times in Orange County, California, (k) "day" refers to a calendar day unless expressly identified as a Business Day, (l) any capitalized terms used in any Schedule or Exhibit, but not otherwise defined therein, shall have the meaning as defined herein, (m) any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes

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IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed by their authorized officers as of the Effective Date.

BUYER:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF UCI HEALTH

DocuSigned by:

By: David Rubin
D8C6685F620244E

Name: David Rubin, MD, MSCE
Title: Executive Vice President, UC Health

Signature Page to APA

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IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed by their authorized officers as of the Effective Date.

SELLERS:

FOUNTAIN VALLEY REGIONAL HOSPITAL AND MEDICAL CENTER

DocuSigned by:
By: Timothy Wons
02ACDC9E29C74C7
Name: Timothy Wons
Title: Vice President

LAKEWOOD REGIONAL MEDICAL CENTER, INC.

DocuSigned by:
By: Timothy Wons
02ACDC9E29C74C7
Name: Timothy Wons
Title: Vice President

LOS ALAMITOS MEDICAL CENTER, INC.

DocuSigned by:
By: Timothy Wons
02ACDC9E29C74C7
Name: Timothy Wons
Title: Vice President

PLACENTIA-LINDA HOSPITAL, INC.

DocuSigned by:
By: Timothy Wons
02ACDC9E29C74C7
Name: Timothy Wons
Title: Vice President

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FIRST CHOICE PHYSICIAN PARTNERS

DocuSigned by:
By: Warren D. Stowell
EF064243BB924D2
Name: Warren D. Stowell
Title: Authorized Signatory

NEWHOPE IMAGING CENTER, INC.

DocuSigned by:
By: Timothy Wons
02AC0C9C9C74C7
Name: Timothy Wons
Title: Vice President

GREATER MODESTO MEDICAL SURGICAL ASSOCIATES, INC.

DocuSigned by:
By: Warren D. Stowell
EF064243BB924D2
Name: Warren D. Stowell
Title: Authorized Signatory

NATIONAL SURGERY CENTER HOLDINGS, INC.

DocuSigned by:
By: Andrea Schkolne McCawley
257A0CD4DB7C4B8
Name: Andrea Schkolne McCawley
Title: Vice President

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solely for purposes of the Tenet Obligations,

TENET:

TENET HEALTHCARE CORPORATION

By: DocuSigned by: Timothy Wons
02ACDC9E29C7407
Name: Timothy Wons
Title: Vice President

TBSC:

TENET BUSINESS SERVICES CORPORATION

By: DocuSigned by: Timothy Wons
02ACDC9E29C7407
Name: Timothy Wons
Title: Vice President

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EXHIBIT J

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The Regents of the

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Article 5 REPRESENTATI
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5.2. Powers; Cons
5.3. Binding Agre
5.4. Litigation.....
5.5. Buyer Ackno
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5.7. Availability o
5.8. Brokers.....
5.9. Buyer Status

Article 6 PRE-CLOSING C
6.1. Access to Pre
6.2. Operations....
6.3. Negative Cov
6.4. Approvals; C
6.5. Non-Solicitat
6.6. Title and Sur
6.7. Seller Guaran
6.8. Post-Closing
6.9. Regulatory E
6.10. Confidentialit
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6.12. Exclusivity ...
6.13. Schedules .....
6.14. Reporting of
6.15. Medical Staff
6.16. Notice of Cer
6.17. Seller Global

Article 7 ADDITIONAL AG
7.1. Employees....
7.2. Post-Closing
7.3. Preservation
7.4. Access to Em
7.5. Transition Pa
7.6. Sellers' Cost
7.7. Seller Pre-Cl
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Article 8 CONDITIONS PR
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Article 9 CONDITIONS PR
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Article 10 INDEMNIFICAT
10.1. Indemnificati
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10.3. Limitations...
10.4. Procedure for
10.5. Survival.....
10.6. Exclusive Re
10.7. Mitigation.....
10.8. Specific Perf
10.9. Treatment of

Article 11 TAX MATTERS.
11.1. Allocation of
11.2. Cooperation
11.3. Tax Returns f
11.4. Surgicare Tax
11.5. WHSC Partne
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11.7. Tax Refunds.
11.8. Tax Contests
11.9. Transfer Taxe
11.10. Termination

Article 12 TERMINATION
12.1. Termination...
12.2. Effect of Ter
12.3. Termination
12.4. Transaction F

Article 13 GENERAL.....
13.1. Notice.....
13.2. Legal Fees an
13.3. Choice of La
13.4. Arbitration....
13.5. Benefit; Assi
13.6. Waiver of Jur
13.7. Legal Advice

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13.8. Reproduction
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13.12. No Inference
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and severance payments to officers or other employees of Sellers whether arising pursuant to contract or to any plan or practice of Sellers;

(n) [redacted]

(o) [redacted]

(p) [redacted]

(q) [redacted]

(r) [redacted]

(s) any and all obligations or liabilities related to or arising out of any Collective Bargaining Agreements due and payable prior to the Effective Time;

(t) [redacted]

(u) any liabilities related to or arising out of employee claims related to post-employment retiree medical benefits, whether arising pursuant to Contract or to any Plan or practice of Sellers or their Affiliates;

(v) [redacted]

(w) [redacted]

2.6. Purchase Price; Adjustments. Subject to the terms and conditions of this Agreement, the aggregate consideration to be paid by Buyer for the Purchased Assets at Closing shall be [redacted]

2.7. Opening of Real Estate Escrow. The Parties shall cause an escrow to be established with Title Company, [redacted] ("**Real Estate Escrow Holder**"). Buyer and Sellers agree to execute any

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4.16. Litigation.

(a) Schedule 4.16(a) contains an accurate list and summary description of all material pending Proceedings and, to the Knowledge of Sellers, all material pending investigations and audits with respect to the Facilities and the Purchased Assets (including litigation with respect to the Facility Employees and the Hospital's medical staff) to which Sellers or any of their Affiliates are a party, as well as settlements and conciliation Contracts under which Sellers or any of their Affiliates have current or future obligations with respect to the Facilities or the Purchased Assets. Except as set forth in Schedule 4.16(a), there are no Proceedings or, to the Knowledge of Sellers, external investigations or third-party audits, pending, or to the Knowledge of Sellers, Proceedings, external investigations or third-party audits threatened, against or affecting Sellers or any of their Affiliates in any material respect with respect to the Facilities or the Purchased Assets, at Law or in equity. Neither the representations and warranties set forth in this Section 4.16(a) nor the disclosures in Schedule 4.16(a) is intended to address peer review organization information, quality improvement organization information, National Practitioner Data Bank reports, quality review information and other physician specific confidential information.

(b) Sellers and their Affiliates are not subject to any outstanding judgment, order or decree with respect to the Purchased Assets.

4.17. Tax Matters. Except as set forth in Schedule 4.17:

(a) All material Tax Returns for periods ending prior to the Effective Time that are required to be filed by a Seller with respect to the Hospital or the Purchased Assets, or by any Acquired Entity, have been filed or will be filed within the time (including any valid extensions thereof) and in the manner provided by Law, and all such Tax Returns are or will be correct and accurately reflect the Tax liabilities of each Seller and Acquired Entity in all material respects, and all amounts shown as due on such Tax Returns have been or will be paid on a timely basis.

(b) All material Taxes that are due and owing with respect to the Hospital or the Purchased Assets, or by any Acquired Entity, and any Tax assessments received by a Seller with respect to the Hospital or the Purchased Assets, or the Acquired Entities, which are due and owing, have been or will be paid by the Closing Date regarding any period ended prior to the Effective Time (or otherwise reserved for by a Seller or its Affiliates or the Acquired Entities).

(c) To the Knowledge of Sellers, proper and accurate amounts have been withheld by Sellers and by the Acquired Entities with respect to the Facility Employees for all periods prior to the Effective Time in material compliance with the payroll tax and other tax withholding provisions of all applicable Laws, and all of such amounts have been duly and validly remitted to the proper taxing authority.

(d) No written notice of a claim or pending investigation has been received by Sellers, or to the Knowledge of Sellers, has been threatened, by any state, local or other jurisdiction, alleging that Sellers or the Acquired Entities have a duty to file Tax Returns and pay Taxes or is otherwise subject to the taxing authority of any jurisdiction with respect to the Hospital or the Purchased Assets, or the Acquired Entities, nor have Sellers or the Acquired Entities received any written notice or questionnaire from any jurisdiction which asserts that a Seller or Acquired Entity may have a duty to file such Tax Returns and pay such Taxes, or otherwise is subject to the taxing authority of such jurisdiction with respect to the Hospital or the Purchased Assets, or the Acquired Entities.

(e) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of any Acquired Entity.

(f) No Acquired Entity is a party to, or bound by, any Tax indemnity, Tax-sharing or Tax allocation agreement.

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(g) No Acqu
Code Section 7121 (or any corresp
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(h) No privat
been requested, entered into or iss

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or foreign Law), as transferee or s

(j) No Acqui
connection with a distribution des

(k) No Acqu
Transaction" or a "Reportable T
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of state, local, or foreign Law.

(l) No Acqui
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a change in accounting method or
that could defer a liability for Tax
portion thereof) beginning after th

(m) No Acqui
in taxable income for any taxable
of the Code or any comparable pro
prior to the Closing, nor is any ap
changes in accounting methods th
to include in income, or exclude
thereof) ending after the Closing D
(or any corresponding or similar
installment disposition made on or
the Closing or any excess loss acco
1502 (or any corresponding or sim
discharge of indebtedness that was
received on or prior to the Closing

(n) No Acqu
Regulations Section 1.367(a)-8. N
subject to the rules of Section 367

(o) Each Acq
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(p) Since the
corporation for U.S. federal incom
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Property except as otherwise requ
or other damage as provided in thi

(l) take any

6.4. Approvals; Cons

(a) During th
and take all commercially reasona
Governmental Authorities require
such other information and comm
Parties acknowledge and agree th
for Sellers to transfer the Purchas
and Permits required for Buyer to
following the Effective Time (e.g
cooperate with the other Parties in
obtain the Approvals and Permits
Sellers and Buyer shall use comm
cause to be done, all things nece
practicable the Contemplated Tra
including using commercially reas
issued by (or any other action tak
competent jurisdiction restraining
Transactions, and (B) to fulfill all
the other advised as to any materia
Transactions and any Proceeding
challenges the Contemplated Tran
such Governmental Authority in
Transactions unless, to the extent
advance and gives the other Party
Party with advance copies of all s
between it and any such Governm

(b) If any con
required in connection with the C
obtain such consent with the assist
Sellers to obtain such consent pri
efforts during the Interim Period t
California's policies and procedur

(c) Notwithst
assignment hereunder by Sellers to
consent of the other party to such
Agreement, nor any other Transact
Contract if such consent is not giv
would materially and adversely af
assignment is not permitted irresp
Date in any reasonable arrangen
obligations) under any such Assun
and expense) of any and all rights
of any breach or cancellation of a

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6.10. Confidentiality.

(a) It is understood by the Parties that the Confidentiality Agreement will survive the execution and delivery of this Agreement and will terminate pursuant to the terms of the Confidentiality Agreement.

(b) Unless the prior written consent of the other Parties is obtained, except as otherwise required by applicable Laws (in which case the disclosing Party will comply with the terms and conditions of the Confidentiality Agreement), or in connection with the seeking of any Approval or Permit contemplated by this Agreement or any consent to the assignment of any of the Assumed Contracts or as reasonably necessary to satisfy any of the Parties' conditions or pre-Closing covenants, each of the Parties shall keep confidential and not disclose, and cause its Affiliates, its Representatives, and its Affiliates' Representatives to keep confidential and not disclose the terms and status of this Agreement and the other Transaction Documents, the Contemplated Transactions, and the identity of the other Parties. Notwithstanding the foregoing, each of the Parties shall have the right to communicate and discuss with, and provide to, its respective Representatives, any information regarding the terms and status of this Agreement, the other Transaction Documents and the Contemplated Transactions.

(c) Prior to the Closing, unless otherwise required by applicable Laws (in which case the disclosing Party will comply with the terms and conditions of the Confidentiality Agreement), no Party shall make any public announcements in respect of this Agreement or the Contemplated Transactions or otherwise communicate with any news media in connection therewith without the prior written consent of the other Party.

(d) From and after the Effective Time, Sellers and Seller Guarantor shall not, and shall cause their Affiliates not to, take any of the following actions, use for itself or any other Person, or disclose to any other Person, any Confidential Information (as defined in the Confidentiality Agreement) of the Business, except to the extent such use or disclosure is (i) approved in writing in advance by Buyer; (ii) expressly permitted or required by this Agreement, including in connection with patient care or billing and collection for patient care rendered prior to the Effective Time to the extent compliant with applicable Law; (iii) required by Law or any order of a Governmental Authority (in which event Sellers or Seller Guarantor, as applicable, shall inform Buyer in advance of any such required disclosure, shall cooperate with Buyer in all reasonable respects in seeking a protective order or other protection in respect of such required disclosure, and shall limit such disclosure to the extent reasonably possible while still complying with such requirements) or (iv) to the extent such Confidential Information shall have become publicly available after the Effective Time other than as a result of an action or omission by Sellers or Seller Guarantor.

6.11. Closing Conditions. During the Interim Period, Sellers and Buyer will use their commercially reasonable efforts to cause the conditions set forth in Article 8 and Article 9 over which such Party or its Affiliates has control to be satisfied as soon as reasonably practicable after the date of this Agreement.

6.12. Exclusivity. Until the earlier of (a) the Closing Date, or (b) the termination of this Agreement in accordance with Section 12.1, the Seller Companies and Seller Guarantor will not, and will cause its Affiliates and each of their respective Representatives not to, directly or indirectly, (i) offer for sale, lease or transfer any of the Purchased Assets or WH Surgery Center, or any direct ownership interest in any entity owning any of the Purchased Assets or WH Surgery Center; (ii) solicit offers to buy any of the Purchased Assets or WH Surgery Center, or any direct ownership interest in any entity owning any of the Purchased Assets or WH Surgery Center; (iii) hold discussions with any party, other than Buyer, with respect to any such an offer or solicitation or with respect to a merger or consolidation of any entity (or any direct or indirect parent of any entity) owning any of the Purchased Assets or WH Surgery Center; (iv) enter into any agreement with any person (other than Buyer) with respect to the sale or other disposition of any of the Purchased Assets or any ownership interest in any entity (or any direct or indirect parent of any entity) owning any of the Purchased Assets, or with respect to any merger, consolidation, or similar transactions involving any entity (or any direct or indirect parent of any entity) owning any of the Purchased Assets; (v) otherwise enter into any transaction or agreement that might adversely affect its ability to enter into or

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absence procedures) are able to return to work. Any Hospital Employees on leave of absence as of the Effective Time shall become "Hired Employees" as of the date they accept an offer of employment with Buyer.

(c) The employment of the Hired Employees with Buyer will be "at will" except to the extent that such Hired Employees are parties to (i) Contracts providing for other employment terms, including any guaranteed employment term, or (ii) a Collective Bargaining Agreement, in which case such Hired Employees shall be employed in accordance with the terms of (x) such Contracts or (y) the applicable Collective Bargaining Agreement. Consistent with its policies, any controlling Collective Bargaining Agreement, and applicable Law, and subject to the requirements of Sections 7.1(d) and 7.1(f) hereof, Buyer shall have complete discretion and the ability to terminate the employment of any Hired Employee for any business reason at any time after Closing. Subject to the requirements of any applicable Collective Bargaining Agreement, Buyer shall provide such Hired Employees with access to employee benefits that are substantially comparable in the aggregate to employee benefits that Buyer provides to similarly situated employees of Buyer working at comparable facilities operated by Buyer in the general geographic area of the Facilities (the "**Buyer Plans**"). The terms of all such Hired Employees' employment with Buyer shall, subject to the requirements of any applicable Collective Bargaining Agreement, be in accordance with Buyer's usual and customary practices for its own employees, which shall not differ in any material respect from those practices in effect at comparable facilities operated by Buyer in the general geographic area of the Facilities. In furtherance of the foregoing, Buyer shall take commercially reasonable efforts to include recognition of the existing seniority or period of service of all such Hired Employees with Sellers or their Affiliates through the Closing Date (or, for Hired Employees on a leave of absence as of the Effective Time, the date that such Hired Employee's employment with Sellers or their Affiliates terminates) to the extent the recognition of such existing seniority or period of service is compatible with and permitted under Buyer's usual and customary employment policies and practices. Without limiting the generalities of the foregoing, Buyer shall take commercially reasonable efforts to provide such Hired Employees with credit under all Buyer Plans for eligibility (including the satisfaction of any required waiting periods), rate of benefits and vesting purposes, as and if applicable under such Buyer Plans, by taking into account the Hired Employees' seniority or period of service with Sellers (or any Affiliate of Sellers) to the extent seniority or period of service was recognized or provided under the corresponding ERISA and non-ERISA plans of Sellers and their Affiliates; provided, however, no such seniority or prior periods of service will be recognized for benefit accrual purposes under any defined benefit plan, for eligibility under any retiree medical plans, or to the extent that it would result in a duplication of benefits. During the Interim Period, Buyer will use commercially reasonable efforts to coordinate with the Buyer Plans in order to apply deductibles and out-of-pocket limits met by the Hired Employees and applied under Sellers' medical plans during the year in which the Effective Time takes place, to the extent permissible under the Buyer Plans and so long as Buyer can apply all deductibles or out-of-pocket limits for all Hired Employees to one of its existing Plans. Participation in the Buyer Plans that are welfare and retirement benefit plans will be offered immediately after the Effective Time (or, for Hired Employees on a leave of absence as of the Effective Time, such date that each Hired Employee accepts Buyer's offer of employment) to each Hired Employee (and such Hired Employees' eligible dependents) hired into a benefit eligible position as defined under the Buyer Plans who, after being given credit for their seniority or period of service with Sellers (or any Affiliate of Sellers) in accordance with this Section 7.1(c), satisfies the applicable waiting periods or service-based eligibility requirements under the Buyer Plans. Buyer will, to the extent lawful, waive all pre-existing condition limitations in the applicable Buyer Plans that are employee welfare benefit plans for any Hired Employees and their eligible dependents.

(d) Buyer does not currently plan or contemplate any plant closings, reduction in force, mass layoffs, furloughs (permanent or temporary), or terminations of the Hired Employees, during the ninety (90) day period immediately following the Closing, that would trigger obligations under the WARN Act. Notwithstanding the foregoing, Buyer shall (i) engage in a reasonable due diligence assessment of Sellers' previous terminations, layoffs, furloughs (permanent or temporary), and/or separations and communicate with Sellers regarding the same in advance of any terminations, layoffs, furloughs (permanent or temporary), and/or separations by Buyer in order to determine whether any such terminations, layoffs, furloughs (permanent or temporary) and/or separations by Buyer will trigger the notice requirements of the WARN Act and (ii) not terminate, layoff, or furlough (permanent

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patient records so removed from the Facilities shall be promptly returned to Buyer following its use by Sellers. Pending return, Sellers will provide a copy of the original removed records to Buyer.

7.4. Access to Employees. Following the Effective Time, upon reasonable advance written notice and during normal business office hours without undue interruption of Buyer's operation of the Facilities and subject to applicable Law, Buyer shall provide access to personnel located at the Facilities reasonably requested by Seller. The documented, reasonable, out-of-pocket costs of providing such access will be borne by Sellers. Buyer shall make available to Sellers Buyer's personnel for the following reasons:

(a) to the extent reasonably required by Sellers in connection with any litigation, investigation or other judicial or administrative Proceedings attributable to the ownership or operation of the Facilities prior to the Effective Time; and

(b) as Sellers shall reasonably request for the purpose of closing Sellers' books, preparing the Closing Statement and otherwise complying with Article 2 hereof, as well as preparing and providing information in relation to the Seller Cost Reports pursuant to Section 7.6 and other similar transitional matters.

7.5. Transition Patients; Medicare Interim Payments; Misdirected Payments. To appropriately allocate payments received by Buyer with respect to Transition Services provided to Transition Patients, Buyer will prepare claims (the accounts receivable resulting from such claims, the "**Transition Patient Receivables**") for the Transition Patients following their discharge from the Hospital, and the Parties will take the following actions:

(a) To the extent permitted by applicable Law or the applicable third party payor, Sellers shall work collaboratively with Buyer to prepare a mutually agreeable cut off billing up to the Effective Time ("**Interim Billing**") for each Transition Patient and shall send such Interim Billing to the applicable Transition Patient or third party payor. Sellers shall be entitled to all amounts received by Sellers or Buyer with respect to any such Interim Billings.

(b) For Transition Patients for whom Interim Billing is not permitted (the "**Non-Interim Billing Transition Patients**"), as soon as practicable after the Closing Date, Sellers shall deliver to Buyer a statement specifying the Non-Interim Billing Transition Patients whose medical care is paid for, in whole or in part, by a third party payor who pays on a diagnostic related group ("**DRG**"), case rate, or other similar basis and for whom the Hospital is paid on a per claim basis (the "**DRG Transition Patients**"). If Buyer receives any payments on any Transition Patient Receivable for DRG Transition Patients, Buyer will pay WHH an amount equal to: (i) the total DRG (including disproportionate share, uncompensated care, low volume adjustment, outlier, and capital payments and any deposits, deductibles, copayments paid, whether received by Buyer, Sellers, or any of their Affiliates) multiplied by a fraction, the numerator of which shall be the total charges for the Transition Services provided to the applicable DRG Transition Patient prior to the Effective Time, and the denominator of which shall be the sum of the total charges of the Transition Services provided to the applicable DRG Transition Patient prior to and after the Effective Time (including charges for medicine, drugs and supplies), minus (ii) any deposits, deductibles or co-payments paid by the applicable Transition Patient prior to the Effective Time and included in the Excluded Assets. Buyer will make such payments to Sellers that it is required to make under this Section 7.5(b) promptly, and in any event within five (5) Business Days of receipt of such applicable payment.

(c) If Buyer receives any payments on any Transition Patient Receivable related to Non-Interim Billing Transition Patients whose medical care is paid for on a non-DRG basis ("**Non-DRG Transition Patients**"), Buyer will pay Sellers an amount equal to the payments actually received for such Non-DRG Transition Patient (including any deposits, deductibles, or copayments) multiplied by a fraction, the numerator of which shall be the total charges for the Transition Services provided to the applicable Non-DRG Transition Patient prior to the Effective Time and the denominator of which shall be the sum of the total charges of the Transition Services provided to the applicable Non-DRG Transition Patient prior to and after the Effective Time (including charges for

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shall refer such matter to the Accounting Firm for resolution, which decision by the Accounting Firm shall be Final and Binding on Buyer and Sellers.

11.5. WHSC Partnership Tax Return. Sellers shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns required to be filed with respect to WHSC for all Pre-Closing Tax Periods (other than a Straddle Period). All such WHSC Tax Returns shall be prepared in accordance with past practice, unless otherwise required by Law. After the Closing Date, Sellers shall provide a copy of any income Tax Return and any other material Tax Return of WHSC to Buyer for Buyer's review and comment at least thirty (30) days prior to the due date (including extensions) of such Tax Return. Buyer shall, within fifteen (15) days after delivery of such Tax Return, provide Sellers with any comments in writing to such Tax Return. Sellers shall consider in good faith any reasonable comments provided by Buyer to such Tax Return. If the Parties, after good faith discussions, cannot agree to any changes to such Tax Return, the Parties shall refer such matter to the Accounting Firm for resolution, which decision by the Accounting Firm shall be Final and Binding on Buyer and Sellers. Buyer, at its own cost and expense, shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns of WHSC required to be filed for any Straddle Period. Buyer shall provide a copy of any such Straddle Period WHSC Tax Return for which Sellers may have any liability for Taxes to Sellers for their review and comment at least thirty (30) days prior to the due date (including extensions) of such WHSC Tax Return. Sellers shall, within fifteen (15) days after delivery of such WHSC Tax Return, provide Buyer with any comments in writing to such WHSC Tax Return. Buyer shall consider in good faith any such reasonable comments provided by Sellers to such WHSC Tax Return. If the Parties, after good faith discussions, cannot agree to any changes to such WHSC Tax Return prior to the due date, the Parties shall refer such matter to the Accounting Firm for resolution, which decision by the Accounting Firm shall be Final and Binding on Buyer and Sellers.

11.6. Straddle Periods. In order to apportion appropriately any Taxes relating to a Straddle Period, the Parties hereto shall treat the Closing Date as the last day of the taxable period, unless otherwise required by applicable Law. With respect to such prorated Taxes, the portion of any Taxes that are allocable to the portion of the Straddle Period ending on the Closing Date shall be: (A) in the case of Taxes that are imposed on a periodic basis, deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of calendar days in the Straddle Period ending on the Closing Date and the denominator of which is the number of calendar days in the entire relevant Straddle Period; and (B) in the case of Taxes not described in (A) (such as (x) Taxes that are based upon or measured by income or receipts or imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible) and (y) payroll and similar Taxes), deemed equal to the amount that would be payable if the taxable period ended on the Closing Date.

11.7. Tax Refunds. Any Tax refunds that are received by Buyer or any of its Affiliates, and any Tax credits received in lieu of a Tax refund, with respect to the Purchased Assets, the Facilities, Surgicare or WHSC for any taxable period (or portion thereof) ending on the Closing Date, shall be the property of Sellers. Buyer shall promptly pay to Sellers any such Tax refund or the amount of any such Tax credit within fifteen (15) days after receipt or entitlement thereto, net of any Taxes and reasonable out-of-pocket costs incurred by Buyer, the Acquired Entities or any of their Affiliates attributable to the obtaining and receipt of such refund. Nothing in this Section 11.7 shall require Buyer or any Acquired Entity to make any payment with respect to any refund or credit for a Tax (and such refunds and credits shall be for the benefit of Buyer and the Acquired Entities) that is with respect to any refund or credit for Tax that gives rise to a payment obligation by any Acquired Entity to any Person under applicable Law pursuant to a provision of a Contract or other agreement entered (or assumed) by any Acquired Entity on or prior to the Closing Date, to the extent of such payment obligation. To the extent such Tax refund or credit is subsequently required to be returned to the applicable Governmental Authority, the applicable Seller agrees to promptly repay the amount of such disallowed refund, together with any interest, penalties or other additional amounts imposed by such Governmental Authority, to the Buyer.

11.8. Tax Contests. In the case of any audit, assessment, adjustment, investigation or other Proceeding for or relating to any Tax Return or liability with respect to Taxes (a "**Tax Contest**") with respect to the Purchased

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

BUYER:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF UCLA HEALTH

By: [redacted]
Name: [redacted]
Title: [redacted]

By: _____
Name: [redacted]
Title: [redacted]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

BUYER:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF UCLA HEALTH

By: _____
Name: [redacted]
Title: [redacted]

By: _____
Name: [redacted]
Title: [redacted]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

SELLERS:

WEST HILLS HOSPITAL

By: [redacted]

SURGICO, LLC

By: [redacted]

SELLER GUARANTOR:

GALEN HOLDCO, LLC

By: [redacted]

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EXHIBIT K

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COLLECTIVE BARGAINING AGREEMENT BETWEEN

Riverside Healthcare System, L.P. d/b/a Riverside Community Hospital

West Hills Hospital d/b/a West Hills Hospital & Medical Center

Los Robles Regional Medical Center d/b/a Los Robles Hospital & Medical Center

San Jose Healthcare System, L.P. d/b/a Regional Medical Center of San Jose

Good Samaritan Hospital, L.P. d/b/a Good Samaritan Hospital

AND

SEIU United Healthcare Workers – West

April 1, 2020 through March 31, 2023

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the employee fails to perform to the satisfaction of the Hospital, the Hospital may, in its discretion and as an alternative to following the counseling and disciplinary process, return the employee to his/her former position, including shift, assignment, scheduled hours, and rate of pay without loss of seniority.

49.8 Appeal to Staffing Committee. Any employee who believes s/he has been denied a position (after the Employer has relied upon the provisions of Section 49.2) may appeal the decision to the Staffing Issues Committee and Special Review Committee. This appeal must be made in writing to the manager (or his/her designee) of the department in which the vacancy was filled within ten (10) calendar days of the employee being notified of the adverse decision. Should the issue not be satisfactorily resolved through this process, the Union may file a grievance at Step 2 of the grievance procedure. The provisions of Article 19 are not affected by this procedure.

49.9 Experience Requirements: In the discretion of the Hospital, experience requirements for internal applicants may be waived for candidates who are qualified for a position except for required experience. Such applicants shall remain at the start step of the wage scale until they reach the required experience at which point they will progress on the scale based on their years of service. An employee who requests waiver of the experience requirements, but is denied, shall receive a written explanation from the Hospital as to the reason for the denial.

ARTICLE 50

RETIREMENT PROGRAM

50.1 The Hospital will continue to offer participation in the HCA 401 (k) Plan on the same basis as participation in the plan~~s~~ is offered to all hourly non-bargaining unit employees at the Hospital (including full-time and part-time eligibility requirements).

50.2 There shall be no obligation to bargain over changes in the HCA 401(k) Plan, including elimination or substitution of the plans, and such changes, as well as issues relating to administration of the plan~~s~~, shall not be subject to the grievance and arbitration procedures of this Agreement. Provided, if any changes are made in the plan which reduce the overall benefit of the plan to the plan participants, the Hospital will notify the Union and, upon written request received by the Hospital within thirty (30) days of such notification, will bargain with the Union concerning the effects of such changes on bargaining unit employees. However, there shall be no duty to delay making changes in the plan~~s~~ while such bargaining takes place.

50.3 The HCA 401(k) Plan documents provide:

Yrs of Vesting Service	Facility Matching Schedule	Your Vesting Schedule (%)
0	3%	0%

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Yrs of Vesting Service	Facility Matching Schedule	Your Vesting Schedule (%)
1	3%	0%
2	3%	20%
3	3%	40%
4	3%	60%
5	4%	80%
6	4%	100%
7-9	4%	100%
10-14	6%	100%
15-19	7%	100%
20-24	8%	100%
25+	9%	100%

ARTICLE 51

SCHEDULING

51.1 In General. Schedules shall be made out according to the needs of the department or unit. The Hospital agrees to continue the practice of permitting full-time and part-time employees, in departments which do not have fixed or rotating schedules, to submit timely written requests to their Department Manager (or designee) indicating their preference for days off. Among employees who meet the minimum qualifications necessary to perform the work for the given shift, full-time and part-time employees will be given preference over per diems and travelers/temporary employees with respect to such requests. Conflicting requests from employees who meet the minimum qualifications necessary to perform the work for a given day off on file in the department or unit at the time the schedule is being prepared will be resolved by granting the requests on a rotating basis, beginning with the most senior of the requesters.

51.2 In the event it becomes necessary to revise the schedules of staff in a department in which the staff have fixed or rotating schedules, the manager will meet with the employees prior to implementation of such proposed changes to make a reasonable attempt to revise the schedule so as to have the least impact on the fewest full-time and part-time staff. Once the new schedule is established, and if one or more employees request, the department will post bids for the new schedules and bidding will be accomplished by seniority within each classification.

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EXHIBIT L

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United Healthcare Workers – West

Service Employees International Union
CTW, CLC

560 Thomas L. Berkley Wy.
Oakland, CA 94612
510-251-1250 800-585-4250

5480 Ferguson Drive
Los Angeles, CA 90022
323-734-8399 877-734-8399

www.seiu-uhw.org
Quality Healthcare for All

Collective Bargaining Agreement
with

Tenet Healthcare Corporation
California

July 1, 2020 - June 30, 2023

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ARTICLE 15 – TENET BENEFIT PLANS

A. BENEFIT PLANS

1. Employees shall continue to be eligible to participate in Tenet's Paid Time Off Plan and standard Tenet benefit plans, subject to the provisions below. Tenet shall continue to offer the following core benefit plans during the term of this Agreement: Paid Time Off Plan (PTO), medical plan, dental plan, vision plan, short-term and long-term disability plans, life insurance, 401(k) Plan; and RMBA (or equivalent retirement contribution).

a) RMBA: The following will apply for all bargaining unit Employees at Hi-Desert Medical Center and Emanuel Medical Center:

i. 2018 - -0-
ii. 2019 - one quarter of 1% (for payout in 2020)
iii. 2020 - one-half of 1% (for payout in 2021)
iv. 2021 - three quarters of 1% (for payout in 2022)
v. 2022 - three quarters of 1% (for payout in 2023)
vi. 2023 - 1% RMBA Accrual in accordance with the Statewide CA CBA (for payout in 2024)

2. Tenet shall continue to maintain a medical insurance option (EPO or PPO as designated by the Employer at each facility) for full-time and part-time 1 Employees and their families, which will not require any employee payroll contribution for the term of this Agreement, subject to the provisions of this Article 15 and other terms and conditions of this Agreement.

B. MAINTENANCE OF BENEFITS

1. In Plan Year 2021, the Employer shall not reduce any of the benefits currently granted to bargaining unit Employees by this Agreement. The employer shall not reduce the employee health insurance coverage benefit and will not increase employee deductibles and/or co-payments.

2. a) Commencing in health Plan Year 2022, Employees shall continue to be offered the Employer's three core health plan choices, as follows: an EPO, a PPO and an HSP (each of which includes a prescription drug plan), as designated by Tenet. Amendments to the health plans as historically undertaken within the maintenance of benefits provisions of the predecessor CBA will continue. Thereafter, and for the term of this Agreement, the Employer shall not reduce any of the benefits granted to employees by this contract, with the exception of the Employer funding into the Health Savings Account (HSA), which may be modified at the Employer's discretion for Plan Years 2022, 2023 and 2024. The employer shall not reduce the employee health insurance coverage benefit and will not increase employee deductibles and/or co-payments; however, where in Tenet's sole

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discretion, it is deemed necessary to change vendors a minimum of thirty (30) days advance notice of the effective date of the change will be provided to the Union.

b) Should the Employer decide it may be necessary to change vendors, the Employer agrees it will meet with a designated committee of no more than six (6) SEIU-UHW representatives chosen by the Union to discuss the vendor change(s).

3. There shall be no employee payroll contribution for the following plans at the facilities designated below:

a. EPO: Desert, Los Alamitos, Lakewood, JFK
b. PPO: Sierra Vista, Twin Cities, Doctors Modesto, Manteca, San Ramon
i. In Plan Years 2012 and 2013, the Core Plan PPO, where free, will be the $600 Plan
ii. In Plan Year 2014, the Core Plan PPO, where free, will be the $800 Plan

4. In Plan Years 2022, 2023 and 2024 for those medical insurance options wherein employee payroll contributions are required, the Employer will subsidize the health plan premiums for all Employees and dependents at the levels designated in Plan Year 2021 for the term of this Agreement, and to no less a subsidy level than that provided to non-supervisory employees at the facility, except that under no circumstances will any required payroll contribution increase by greater than 20% in any year. In addition,

a) Plan year 2022 – The Employer can shift one percent (1%) cost share of the healthcare plan to employees for those plans with premiums up to a maximum employee contribution of 20% of total contributions.

b) Plan year 2023 – The Employer can shift one percent (1%) cost share of the healthcare plan to employees for those plans with premiums up to a maximum employee contribution of 20% of total contributions.

<u>For Emanuel Medical Center:</u>

a) Plan year 2019 – The Employer can shift two percent (2%) cost share of the healthcare plan for those plans with premiums

b) For each one of the plan years (2020-2023) the employer can shift one (1%) percent increase cost of the healthcare plans that requires premium contributions to employees up to a maximum employee contribution of 20% total additional contributions.

<u>For Hi-Desert Medical Center</u>:

a) Plan year 2019 – The Employer can shift two percent (2%) cost share of the healthcare plan for those plans with premiums

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b) For each one of the plan years (2020-2023) the employer can shift one (1%) percent increase cost of the healthcare plans that requires premium contributions to employees up to a maximum employee contribution of 20% total additional contributions.

5. In plan years 2021, 2022, 2023, and 2024, the Employer-designated HSA funding in those Plan Years, and any benefit under the Wellness Program, shall be offered to participating bargaining unit members on the same terms and conditions as it is offered to other non-supervisory employees.

6. Any benefits received pursuant to the following policies will continue for the life of this Agreement on the same terms and conditions as offered to other non-supervisory employees, except as required by law:

i. "Waivers of Co-Pays and Co-Insurance for Tenet Employees"
ii. "Network Gap Exception"

7. 401(k) Benefit: The Employer shall not diminish its 401(k) benefit in any way, including but not limited to unilateral reduction in the employer contribution, except as required to meet Federal requirements and guidelines.

8. Paid Time Off (PTO) Plan: The employer shall not reduce the employees' Paid Time Off Plan benefit in any way, including but not limited to, changing the rates of accrual, and/or the terms of employee use. Employees will not be required to use PTO for any absence.

9. Extended Illness Bank / Reserve Sick (EIB) – EIB Accrual shall continue for all bargaining unit Employees. The EIB usage waiting period shall be seven (7) days from the date of the illness event. However, in accordance with the policy, the seven (7) day waiting period for EIB usage will be waived, and the Employee shall be permitted to utilize EIB on the first day of illness, if the employee is admitted to a hospital or undergoes an outpatient procedure.

a) **EIB:** The following will apply for all bargaining unit Employees at Emanuel Medical Center and Hi-Desert Medical Center:

i. 2018 -0-
ii. Effective 1/1/19 accrual begins up to maximum of 10 (ten) hours per year
iii. Effective 1/1/20 accrual continues up to maximum 12 (twelve) hours per year
iv. Effective 1/1/21 accrual continues up to maximum of 24 (twenty-four) hours per year
v. Effective 1/1/22 accrual continues up to maximum of 24 (twenty-four) hours per year

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vi. Effective 1/1/23 accrual continues up to 48 hours Accrual in accordance with the Statewide CBA.

10. In plan year 2021, 2022, 2023, and 2024 employees may be offered an additional health plan, the Health Reimbursement Plan (HRP) including the HRA. This plan and the HRA funding will be offered on the same terms and conditions as it is offered to other non-represented employees. This plan will be considered and selected at the employee's option however, each plan year the employer may modify the HRP, as it deems necessary. Modifications may include changes in deductibles, out-of pocket maximums, co-pays, coinsurance and participating networks without needing to meet requirements as noted above in B. 2. a) and b).

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LAKEWOOD REGIONAL MEDICAL CENTER

ARTICLE 11 - HOURS OF WORK, OVERTIME AND SCHEDULING

A. WEEKEND SCHEDULING

1. A weekend means Saturday and Sunday, except for the night shift, when a weekend means Friday and Saturday. In addition, the Facility may also designate the Sunday night shift as a weekend shift.

2. Nothing herein shall preclude an Employee from volunteering to be scheduled for additional weekend shifts.

3. An Employee may request to share his/her weekend shift requirement with another Employee with substantially equal competencies. Approval of such requests will be at the discretion of the Facility and will not be unreasonably withheld, except that an Employee's request will not be approved if it would increase overtime or extra shift premium costs for the Facility.

4. An Employee working in a department/unit with weekend scheduling may be scheduled to work every other weekend, up to a maximum of two (2) weekend shifts per scheduled weekend. However, Employees will be scheduled with at least every other weekend off. If one shift is scheduled and worked on a weekend it shall constitute the weekend worked.

5. Notwithstanding the above, Per Diem Employees will be scheduled to work weekends in accordance with their per diem agreements and Employees hired specifically to work weekends will continue to be scheduled to work weekends. All per diems shall be required to make themselves available to work at least one weekend per month, except in positions/departments where there is not weekend work.

6. Employees shall not be required to "make up" missed weekend days, however this shall not be interpreted diminishing an employee's overall attendance obligation.

B. HOLIDAY SCHEDULING

1. The Employer will schedule bargaining unit employees within a department/unit and/or shift to work on the following designated holidays according to an AB rotational system. This method of scheduling holidays shall only apply for a department/unit and/or shift with five (5) or more employees. The year for holidays will commence on January 2 and will end January 1 of the following year.

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			Holiday Year 3
"A" Rotation	Thanksgiving New Years Labor Day	Christmas Memorial Day Independence Day	Go back to Holiday Year 1
"B" Rotation	Christmas Memorial Day Independence Day	Thanksgiving New Years Labor Day	Go back to Holiday year 1

In a department/unit and/or shift with five (5) or fewer employees, and subject to coverage and operational needs, holiday scheduling shall be determined by seniority or by rotation, as determined by a one-time vote of bargaining unit members.

2. Upon the effective date of this Agreement, each Employee may initially bid for which holiday rotation into which they wish to be placed and such bids will be honored in seniority order. Once an Employee has been placed into a holiday rotation, he/she will remain in that rotation unless or until he/she changes position and/or shift. Each of the two rotations will contain a balance number of Employees. If an adjustment is necessary to balance the schedule that cannot be resolved through attrition, the parties shall meet to resolve the matter by mutual agreement.

3. When a new Employee is hired into a department/unit and/or shift, the Employee will be assigned to the holiday rotation schedule of the Employee he/she is replacing, or if a new position, the Employer will assign such Employee into one holiday rotation with the intention of maintaining a balanced number of Employees in each holiday rotation.

4. In the event there are more Employees scheduled to work in a holiday rotation than are necessary to staff the unit on a designated holiday, such Employees may request to be scheduled off. Requests to be scheduled off shall be awarded on the basis of seniority, subject to the operational needs of the Employer.

5. All designated holidays will be observed on the actual calendar day, and all conditions and benefits applying to such holiday will be in effect on that day only. A department where staff is not regularly scheduled on the holiday i.e. Saturday and/or Sunday may close the department on the preceding Friday or following Monday (herein referred to as "alternatively-observed holiday"). Employees who do not work on an alternatively observed holiday will use Paid Time Off as income replacement for such day. Employees who work on the alternatively observed holiday will receive regular pay only.

6. Per Diem employees are required to work two (2) holidays per year.

7. Any other requests to work on a holiday or be off on a holiday identified in Article 16 shall be awarded on the basis of seniority.

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C. VACATION SCHEDULING

1. Employees shall be solicited during the month of January of each year in order to determine their preferences for vacation. Prior to March first (1st), the Employer shall advise all employees as to when their vacation is scheduled and shall post the full twelve (12) month vacation schedule in a location in each department accessible to all employees.

2. Vacation will be granted, subject to patient care and operational necessity, at times most desired by employees, employees being given preference as to choice based on seniority. Vacation allotment schedules for each year shall be provided to the Union in January, for each department, with updates provided timely throughout the year. For those employees choosing to split their vacation into two (2) or more increments, seniority will apply only to the first (1st) choice of vacation in each year. The highest senior employee will then go to the bottom of the list and shall be considered for their second choice after a full rotation by seniority, then to the bottom of the list again for a third choice, etc. However, if an employee's first choice is not approved, he/she will not go to the bottom of the list until his/her 2nd or 3rd choice is approved. All vacation request forms shall allow the employee to indicate which requested vacation period is his or her first (1st) choice, which is his/her second (2nd) choice, and which is third (3rd) choice.

3. Vacation requests in any department will be considered at any time of the year. Requests received after the annual vacation scheduling period above shall be granted, subject to patient care and operational necessity, on a first come, first serve basis, except that in the case of competing requests submitted on the same calendar day, the request shall be granted by seniority.

4. The Employer shall notify an employee in writing of approval or denial as soon as possible of vacation requests submitted after the annual vacation scheduling period above, but no later than two (2) weeks after receipt of said request. In the event the employer does not respond within the established timeline herein, the impacted employee will attempt to resolve the issue through their department's chain of command. Should the employee still not receive approval or denial, the employee will seek assistance from the hospital's Chief Human Resources Officer.

5. Transferring employees will be required to select vacation from open dates, at their new department/location, not previously filled by scheduled vacations or approved leaves.

6. The Employee may request vacation be attached to the employee's scheduled day(s) off and such request shall be granted, when possible.

7. Employees granted vacation time must use accrued Paid Time Off. An employee who does not have Paid Time Off will be granted non-paid vacation time, not to exceed three (3) weeks, subject to patient care and operational necessity, and under the same procedures in this Article.

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8. When requesting vacations, an employee may request less than five (5) work days at a time or that the vacation start on any day of the week. The total amount of vacation earned, may be taken in one consecutive period or vacation periods may be split at the request of the employee.

9. There will be no maximum vacation cap. Should management determine that a vacation schedule beyond three (3) weeks causes short staffing; the vacation can be denied or approved for a shorter time period. However, the burden of proof shall be on the Employer.

D. CALL-IN PROCEDURE

An Employee reporting absent for a shift, or portion thereof, will call in the absence and will describe the reason for such absence to his/her department Director or his/her designee as soon as he/she knows the absence will occur. An Employee calling in less than two (2) hours prior to the commencement of their shift may be required on request to provide reasonable substantiation to explain why such absence could not have been called in earlier by the Employee or another person acting on his/her behalf. Compliance with this call in requirement is necessary for staffing reliability and will not operate to excuse unscheduled or unauthorized absences.

E. CALL OFF/FLEXING

1. Every Effort To Avoid Call Off/Flexing: Insofar as is practicable, if after exercising every effort to avoid daily cancellations in accordance with Side Letter - Employment and Income 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 (Call Off/Flexing). Call Off/Flexing must be approved by a supervisor or department manager or designee. Eligible employees who are cancelled may take the day off without pay or use Paid Time Off (where applicable), at the employee's discretion.

2. Call Off/Flexing as Time Worked: If an employee is cancelled or volunteers to take time 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 (401-k) plan;
b. Waiting periods under health insurance and other fringe benefit plans;
c. Paid Time Off accruals

3. Order of Call Off/Flexing: Subject to patient care staffing needs, including adequate qualifications of employees, when it is necessary and unavoidable to call off an employee, the Employer shall Call Off/Flex employees in the following order:

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a. Outside Registry
b. Employees receiving double time
c. Employee receiving In-House Registry
d. Employees receiving overtime or other premium pay
e. Volunteers
f. Travelers
g. Temporary employees
h. Per Diem
i. Part Time 2
j. Part Time 1
k. Regular Full Time Employees

4. Within categories G through K above, Call Off/Flexing shall be by rotation beginning in reverse order of seniority provided the remaining employee(s) are able to perform the work. A unit or department Call Off/Flexing rotation list shall be maintained, posted and made available to Union stewards and staff representatives, upon request.

5. The Employer will accept volunteers for Call Off/Flexing before any other employees provided that such voluntary Call Off/Flexing does not result in retaining an employee at premium pay who would have been Call Off/Flexed if the Employer had followed the list above, unless otherwise agreed to by the Employer.

6. Call Off/Flexing Notice: For employee's called off before the shift commences, the Employer will attempt to Call Off/Flex employees at least two (2) hours prior to the commencement of their scheduled shift. Nothing herein shall be construed as preventing a call off/flex during the shift, when necessary.

7. Call Off/Flexed Employees Off the Schedule: Once Called-off, an employee is considered off the schedule and shall not be required to maintain contact or be available to work, unless the employee has agreed to accept Standby status and is compensated accordingly, for the shift or portion thereof.

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LOS ALAMITOS MEDICAL CENTER

ARTICLE 11 - HOURS OF WORK, OVERTIME AND SCHEDULING

2. WORKDAY AND WORKWEEK

g. Notwithstanding 2.f above, in departments\units that have scheduled on-call duty, the Facility can continue its practice of scheduling such on call duty in addition to regularly scheduled shifts. Such on call duty will be assigned in an equitable manner among employees within the department\unit.

A. WEEKEND SCHEDULING

1. An Employee working in a department/unit with weekend scheduling may be scheduled to work every weekend, up to a maximum of one (1) weekend shift per scheduled weekend, or an Employee working in a department/unit with weekend scheduling may be scheduled to work every other weekend, up to a maximum of two (2) weekend shifts per scheduled weekend. The weekend will be defined by shift in accordance with past practice.

2. Nothing herein shall preclude an Employee from volunteering to be scheduled for additional weekend shifts.

3. An Employee may request to share his/her weekend shift requirement with another Employee with substantially equal competencies. Approval of such requests will be at the discretion of the Facility and will not be unreasonably withheld, except that an Employee's request will not be approved if it would increase overtime or extra shift premium costs for the Facility.

4. Notwithstanding the above, Per Diem Employees will be scheduled to work weekends in accordance with their per diem agreements and Employees hired specifically to work weekends will continue to be scheduled to work weekends. All per diems shall be required to make themselves available to work at least one weekend per month, except in positions/departments where there is not weekend work.

B. HOLIDAY SCHEDULING

1. Employees shall be solicited in September for the November through April holidays and the Hospital shall post the holiday assignments by October 15. Employees shall be solicited in March for the May through October holiday assignments and the Employer shall post the holiday assignments by May 1. The final right to reasonably allot the number of employees off on holidays and the right to change such allotments are reserved to the Employer in order to ensure the adequate operation of the Facility.

2. Requests to work on a holiday or be off on a holiday shall be awarded on the basis of seniority, except that every employee may be required to work two of the

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following three holidays (New Year's, Thanksgiving and Christmas), unless an employee requests to be allowed to work all of them. Subject to the foregoing, should all employees exercise seniority for non-assignment, the Employer shall assign employees by inverse seniority (beginning with the least senior employee) to work the designated holiday.

3. All designated holidays will be observed on the actual calendar day, and all conditions and benefits applying to such holiday will be in effect on that day only. A department where staff is not regularly scheduled on the holiday, i.e. Saturday and/or Sunday, may close the department on the preceding Friday or following Monday (herein referred to as "alternatively -observed holiday"). Employees who do not work on an alternatively observed holiday will use Paid Time Off as income replacement for such day. Employees who work on the alternatively observed holiday will receive regular pay only.

C. VACATION SCHEDULING

1. Employees shall be solicited during the month of January of each year in order to determine their preferences for vacation. Prior to March first (1st), the Employer shall advise all Employees as to when their vacation is scheduled and shall post the full twelve (12) month vacation schedule in a location in each department accessible to all Employees. However, in the Same-Day Surgery Department, vacation requests may be submitted at any time of the year.

2. Vacations will be granted, subject to patient care and operational necessity, at times most desired by Employees, Employees being given preference as to choice based on seniority. Vacation allotment schedules for each year shall be provided to the Union in January, for each department, with updates provided timely throughout the year. For employees choosing to split their vacations into two or more increments, seniority will apply only to the first (1st) choice of vacation in each year. The highest senior Employee will then go to the bottom of the list and shall be considered for their second choice after a full rotation by seniority, then to the bottom of the list again for a third choice, etc. However, if an employee's first choice is not approved, he/she will not go to the bottom of the list until his/her 2nd or 3rd choice is approved. All vacation request forms shall allow the Employee to indicate which requested vacation period is his or her first (1st) choice, which is his/her second (2nd) choice, and which is third (3rd) choice. The total amount of vacation earned may be taken in one consecutive period or vacation periods may be split at the request of the employee. Should management determine that a vacation schedule beyond three (3) weeks causes short staffing, the vacation can be denied or approved for a shorter time period. However, the burden of proof shall be on the Employer.

3. Vacation requests in any department may be submitted at any time of the year. Requests received after the annual vacation scheduling period above shall be granted, subject to patient care and operational necessity, on a first come, first serve basis, except that in the case of competing requests submitted on the same calendar day, the request shall be granted by seniority.

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4. The Employer shall notify an Employee in writing of approval or denial as soon as possible of vacation requests submitted after the annual vacation scheduling period above, but no later than two (2) weeks after receipt of said request. In the event the employer does not respond within the established timeline herein, the impacted employee will attempt to resolve the issue through their department's chain of command. Should the employee still not receive approval or denial, the employee will seek assistance from the hospital's Chief Human Resources Officer.

5. Employees who transfer into a department/location will be required to select vacation from open dates (i.e., dates not previously filled by scheduled vacations or approved leaves) in their new department/location.

6. The Employee may request vacation be attached to the Employee's scheduled day(s) off and such request shall be granted subject to patient care and operational necessity.

7. Employees granted vacation time will use accrued Paid Time Off. An Employee who does not have Paid Time Off will, subject to patient care needs, staffing requirements and other operating needs to the facility, be granted non-paid vacation time, not to exceed three (3) weeks and under the same procedures in this Article.

8. When requesting vacations, an employee may request less than five (5) work days at a time or that the vacation start on any day of the week. The total amount of vacation earned may be taken in one consecutive period or vacation periods may be split at the request of the employee.

D. CALL-IN PROCEDURE

An Employee reporting absent for a shift, or portion thereof, will call in the absence and will describe the reason for such absence to his/her department Director or his/her designee as soon as he/she knows the absence will occur. An Employee calling in less than two (2) hours prior to the commencement of an absence may be required on request to provide reasonable substantiation to explain why such absence could not have been called in earlier by the Employee or, in extenuating circumstances, another person acting on his/her behalf. Compliance with this call in requirement is necessary for staffing reliability and will not operate to excuse unscheduled or unauthorized absences.

E. CALL OFF/FLEXING

1. Every Effort To Avoid Call Off/Flexing

Insofar as is practicable, if after exercising every effort to avoid daily cancellations in accordance with side letter - Employment and Income 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

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basis (call off/flexing). Call off/flexing must be approved by a supervisor or department manager or designee. Eligible employees who are cancelled may take the day off without pay or use Paid Time Off (where applicable), at the employee's discretion.

2. Call Off/Flexing as Time Worked

If an employee is cancelled or volunteers to take time 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 (401-k) plan;
b. Waiting periods under health insurance and other fringe benefit plans;
c. Paid Time Off accruals

3. Order of Call Off/Flexing

Subject to patient care staffing needs, including adequate qualifications of Employees, when it is necessary and unavoidable to call off an Employee, the Employer shall Call Off/Flex Employee in the following order:

a. Outside Registry
b. Employees receiving double time
c. Employee receiving overtime and In-house Registry
d. Volunteers
e. Travelers by contract
f. Temporary Employees
g. Per Diem
h. Part Time 2
i. Part-time 1
j. Regular Full-time

4. Within categories f through h above, Call Off/Flexing shall be by rotation beginning in reverse order of seniority provided the remaining employee(s) are able to perform the work. A unit or department Call Off/Flexing rotation list shall be maintained, posted and made available to Union stewards and staff representatives, upon request.

5. The Employer will accept volunteers for Call Off/Flexing before any other Employee provided that such voluntary Call Off/Flexing does not result in retaining an Employee at premium pay who would have been Call Off/Flexed if the Employer had followed the list above, unless the Employer permits.

6. Call Off/Flexing Notice

For Employees called off before the shift commences, the Employer will attempt to Call Off/Flex Employees at least two (2) hours prior to the commencement of their

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scheduled shift. Nothing herein shall be construed as preventing a Call Off/flex during the shift, when necessary.

7. Call Off/Flexed Employee Off the Schedule

Once called-off, an employee is considered off the schedule and shall not be required to maintain contact or be available to work, unless the Employee has agreed to accept Standby status and is compensated accordingly, for the shift or portion thereof.

F. ON CALL SCHEDULING:

If surgical/OB Tech employees are on call and called in, the operating room will schedule off the employee on the day after he/she was called in, if possible, at management's discretion, and if the surgical/OB tech requests the day off.

G. RESPIRATORY THERAPISTS:

A Respiratory Therapist (RT) who is scheduled and works an extra shift will be paid time and one half for hours worked in that extra shift. Should management cancel or flex off a RT from a regularly scheduled shift in a week in which the RT has worked an extra shift, the extra shift premium pay will apply to the extra shift worked in the same week. However, hours taken as sick call, paid time off (excluding pre-scheduled PTO), jury duty, bereavement and/or any self-prompted absence will void extra shift pay for an extra shift worked in the same week.

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EXHIBIT M

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225 W Broadway, Suite 400
Glendale, CA 91204-1332

818-241-0140 * 866-968-6849
www.nuhw.org

Collective Bargaining Agreement

with

Fountain Valley Regional Hospital & Medical Center

May 5, 2021 – May 4, 2024

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ARTICLE 14 – MINIMUM RATES

All wage ranges, benefits and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Facility's right to increase wage rates, benefits, premiums and differentials, and to pay other extra compensation at the Facility's discretion in excess of those provided by this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated under Article 13 – Compensation. Before taking any action, the Facility shall notify the Union and meet and confer over the proposed change, if requested.

No employee shall suffer any reduction in wages or benefits as a result of the execution of this Agreement except as provided for in this agreement.

ARTICLE 15 – BENEFITS

A. BENEFITS

1. Full-time and Part-time 1 employees shall be eligible to participate in Tenet's paid time off plan (PTO) and standard Tenet benefit plans, except as provided in this Agreement. Tenet shall continue to offer the following core benefit plans during the term of this Agreement: PTO, medical plan (PPO, HSP and HRP) including a prescription drug plan, dental plan, vision plan, short-term and long-term disability plans, life and accidental death and dismemberment insurance, long-term care insurance, and 401(k) Plan. Should Tenet change employee benefits for other represented or non-represented employees during the life of this Agreement, bargaining unit employees are not included except to the extent provided in this Agreement.
2. Commencing plan year 2022, the EPO plan shall be offered to all full time and part time Employees at all levels of coverage. For the duration of this Agreement, in Plan Years 2022, 2023, 2024 the Employer will subsidize the EPO health plan premiums for all covered Employees and dependents at the current percentage levels that are in place as designated for plan year 2021.

B. MAINTENANCE OF BENEFITS

1. Except as provided in this Article 15, the Employer shall not reduce any of the benefits granted to employees by this contract, with the exception of:

   a. the Employer funding into the Health Savings Account (HSA) may be modified at the Employer's discretion for Plan Years 2021, 2022, 2023, 2024; and

   b. the HSP which will be offered in accordance with the same plan terms and conditions related to the rollover account as offered to non-represented employees in Plan Years 2021, 2022, 2023 and 2024.

2. Except as provided in this Article, the Employer shall not reduce the employee health insurance coverage benefit and will not increase employee deductibles and/or co-payments;

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however, where in Tenet's sole discretion, it is deemed necessary to change vendors a minimum of thirty (30) days advance notice of the effective date of the change will be provided to the Union.

3. For the duration of this Agreement, in Plan Years 2021, 2022, 2023, 2024 the Employer will subsidize the health plan premiums for all covered Employees and dependents at the current percentage levels that are in place as designated for plan year 2021.

a) In the event increased employee health plan premium contributions are required, under no circumstances will any Employee required monthly contribution increase by a cost of greater than eighteen percent (18%) in any plan year. In no event will the employee portion cost of the premiums for said plans exceed that offered to other represented FVRMC employees.

b) However, with the exception of the EPO, for any plan in which the Employee cost share of the healthcare plan premium contribution is less than twenty percent (20%), the Employer may make the following changes:

In plan years 2023 and 2024, the Employer may shift/increase one additional percent (1%) cost share of the healthcare plan premiums; however, no employee-required monthly premium shall exceed a twenty percent (20%) contribution to the premium.

C. EXTENDED ILLNESS BANK (RESERVE SICK LEAVE)

Bargaining unit employees at FVRMC who currently have a grandfathered Extended Illness Bank (EIB), (formerly called "Reserve Sick Leave") will continue to retain the EIB account and may continue to be eligible to use those hours in the EIB account in accordance with the plan.

The EIB accrued hours are not redeemable and are not vested. When used, EIB accrued hours are paid at the EIB Eligible Employee's current hourly base rate.

Employees transferring into the bargaining unit who have a prior Tenet EIB accrual balance, these balances remain available to employees.

EIB Eligible Employee who has been absent for seven consecutive calendar days and is ill or disabled may utilize their EIB hours for any continued absence due to illness or disability. The EIB usage waiting period is after an employee is absent for seven (7) consecutive calendar days and is ill or disabled. However, the seven (7) day waiting period will be waived and the Employee shall be permitted to utilize EIB back to the first day of illness, where the Employee is admitted to a hospital or undergoes a qualifying outpatient surgical procedure.

If after one week of absence, the EIB Eligible Employee's condition is such that he/she is released to work on a reduced schedule, EIB hours may be used to make up missed hours due to the EIB Eligible Employee's own illness or disability. The EIB may not be used to

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supplement disability payments under Tenet's Income Replacement Plans. The EIB may not be used if an EIB Eligible Employee is earning wages for that same period from another employer.

Employees who are ill or require quarantine and have utilized California or Federal authorized paid sick leave, may at their option, immediately utilize their EIB and the one week waiting period will be waived.

EIB Eligible Employees, in accordance with California Kin Care law, on a calendar year basis, are eligible to use the amount of Extended Illness they would accrue in six months to pay for their absence from work associated with the care of a child, parent, spouse, registered domestic partner or the child of the registered domestic partner. The EIB Eligible Employee must have EIB hours accumulated in their account and eligibility to use Extended Illness under this provision is subject to seven calendar days of missed scheduled hours. For accessing Kin Care, the Employer will waive the seven (7) calendar days waiting period if the illness or disability meets the criteria as noted above.

D. PER DIEM SICK LEAVE

As implemented in 2015, eligible per diem Employees shall receive California Paid Sick Leave (CPSL) benefits, consistent with the requirements of the Division of Labor Standards Enforcement – Office of Labor Commissioner Healthy Workplaces/Healthy Families Act of 2015.

E. KIN CARE

In accordance with the California Kin Care Law, on a calendar year basis, eligible employees are entitled to use six months of PTO accrual to pay for their absence from work associated with the care of a child, parent, spouse, registered domestic partner, or the child of a registered domestic partner. The employee must have the time accumulated in their PTO account.

ARTICLE 16 – HOLIDAYS

A. HOLIDAY PAY AND WORK OF HOLIDAYS

Employees working the following holidays will be paid a premium rate of one and one-half (1½) times the base rate of pay:

Winter Holidays	**Summer Holidays**
Thanksgiving	Independence Day
Christmas	Memorial Day
New Year's	Labor Day

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EXHIBIT N

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Office of the President

TO MEMBERS OF THE FINANCE AND CAPITAL STRATEGIES COMMITTEE:

ACTION ITEM

For Meeting of July 17, 2024

UNIVERSITY OF CALIFORNIA RETIREMENT PLAN – AMENDMENT TO PROVIDE VESTING CREDIT FOR ELIGIBLE EMPLOYEES TRANSFERRING FROM DIGNITY HEALTH FACILITIES TO UCSF

EXECUTIVE SUMMARY

The President recommends that the University of California Retirement Plan ("UCRP") be amended to grant an eligible employee transitioning employment from Dignity Health facilities to the University of California, San Francisco ("UCSF") service credit under UCRP, solely for vesting purposes (and not for purposes of benefit accrual), that is equivalent to the employee's vesting service under the pension plans currently administered by Dignity Health and its affiliates (the "Dignity Plans"), taking into account the Dignity Plans' different service crediting methods and plan years. Recognizing transitioning employees' Dignity service for vesting purposes will support the acquisition by UCSF of the Dignity facilities consistent with the Affiliation Agreement entered into by the Regents of the University of California (on behalf of UCSF) and Dignity. A former Dignity employee's Dignity Plan service for vesting purposes will be recognized under UCRP only if the employee transitions employment on or after the closing date of the Affiliation Agreement and as a result of the affiliation.

RECOMMENDATION

The President of the University recommends that the Finance and Capital Strategies Committee recommend to the Regents that:

A. The University of California Retirement Plan ("UCRP") be amended to grant an eligible Dignity Health employee who transitions employment directly from Dignity to the University of California, San Francisco ("UCSF") on or after the closing date of the Affiliation Agreement between UCSF and Dignity Health, and as a direct result of the affiliation, and who otherwise is eligible to begin accruing service credit in UCRP as a UCSF employee, service credit under UCRP solely for vesting purposes (and not for purposes of benefit accrual) that is equivalent to the vesting service accrued by the employee under plans administered by Dignity Health and its affiliates (the "Dignity Plans") as of the employee's transition date, taking into account the different methods of crediting vesting service under the UCRP and the Dignity Plans.

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B. The cost of providing the vesting credit under UCRP be funded by the acquired hospitals through UCSF via a supplemental contribution to UCRP during calendar year 2024.

C. Authority be delegated to the Plan Administrator to amend the UCRP as necessary to implement the change.

BACKGROUND

In July 2023, the Regents approved the University's acquisition of the San Francisco clinical assets of Dignity Health, Dignity Community Care, and Dignity Health Medical Foundation, and affiliates (collectively "Dignity") subject to certain terms and conditions. As of January 31, 2024, the Regents, on behalf of UCSF, entered into an Affiliation Agreement with Dignity that is scheduled to close August 1, 2024 (Closing Date) subject to Dignity's satisfaction of all conditions and receipt of required regulatory approvals.

The Affiliation Agreement reflects a member substitution arrangement, meaning that there is no termination and new hire of former Dignity employees. They are transitioned, or transferred, to University employment immediately on the close of the transaction.

As a result of the extensive due diligence process on the proposed affiliation, consistent with the Affiliation Agreement, and following a California Public Employment Relations Board (PERB)-mediated settlement among the University, its unions, and unions representing Dignity employees and employees of sellers of other hospitals to other UC campuses, it was determined that the affiliation of the two entities requires the University to grant a Dignity employee who is transferred to UCSF in connection with the transaction credit *solely for vesting purposes* (and not for benefit accrual purposes) under UCRP for the employee's service under the Dignity Plans. Thus, if a Dignity employee had completed three years of vesting service at Dignity at the time the employee transitioned employment to UCSF to support the affiliation, the employee's UCRP benefits would be fully vested (i.e., nonforfeitable) after the employee accrued two additional years of service credit at the University in order to satisfy UCRP's five-year vesting requirement.

Recognizing Dignity service solely for UCRP vesting purposes would not affect an employee's benefit accruals under UCRP, which would be based only on actual service accrued as an active UCRP member, nor would it affect the member tier in which an employee would be eligible to participate. Eligible Dignity employees who transition employment to the University will accrue UCRP benefits according to policy (for policy-covered staff) or their respective collective bargaining agreements and UCRP provisions. Generally, this means that most employees will accrue benefits under the modified 2013 tier as most employees are part of the bargaining units that participate in that tier. The remaining employees will be eligible for the 2016 tier as part of the Retirement Choice Program, which first became available on July 1, 2016 for individuals hired as University employees on and after that date.

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The methodology for recognizing Dignity Plan vesting service under UCRP would account for any differences in methods of crediting service for vesting purposes under the two plans and any differences in definitions of "plan year" that serve as measuring periods. The recognition of such credit would apply only to an employee who transitions to UCSF employment on or after the closing date of the Affiliation Agreement and as a direct result of the affiliation. Thus, for example, an individual who worked for ten years at and then separated from Dignity prior to the closing of the transaction would not receive any vesting credit under UCRP. Those Dignity employees who transition to UCSF in a position that is not UCRP-eligible will not receive UCRP vesting credit under the proposed amendment.

The proposed UCRP amendment would be similar to the approach approved by the Regents in November 1989, which recognized Mount Zion Hospital and Medical Center service for UCRP vesting credit for those employees who accepted UC employment offers under the joint venture. It would also be similar to the approach approved by the Regents in September 2013, which recognized Children's Hospital and Research Center at Oakland (CHRCO or CHO) service for UCRP vesting credit for those CHO employees who accepted UC employment offers in furtherance of that affiliation.

The Dignity Plans will continue as tax-qualified private employer plans. Any benefits previously accrued under the Dignity Plans by an employee who is transferred to UCSF as a result of the transaction will be: (1) preserved consistent with the applicable Dignity Plan terms and applicable law, (2) payable by, and under the terms of, the applicable Dignity Plan.

As of December 31, 2023, the Dignity Plans covered approximately 1,850 active participants at the facilities to be acquired through the transaction (about 80 percent of whom are represented at Dignity, but 90 percent of whom will be represented at UCSF).

As of the Closing Date, the intent is for virtually all then-current Dignity employees to be transferred to UCSF.

COST IMPACT TO UCRP

The Regents' consulting pension actuary, Segal, has estimated that providing vesting service credit to transitioning Dignity employees would result in an increase in UCRP's present value of benefits (PVB) of approximately $30 million as of July 1, 2024.

The $30 million increase in the PVB represents the expected cost for allowing retirement benefits to be paid from UCRP for any transitioning employees who leave employment during their first five years of being employed at UC. Under the recommended action, this retirement benefit would be paid instead of the refund of member contributions that would normally be paid to an employee before being vested in UCRP.

The estimated increase in the PVB is based on the actuarial assumptions used in the July 1, 2023 UCRP actuarial valuation and preliminary data provided for the 1,850 Dignity employees assumed to transition. This estimate is highly dependent on the demographics of

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the actual members who are expected to transfer at closing, including their age, prior vesting service,[1] and covered compensation at the time of transfer. In addition, it was assumed that allowing prior service credit for vesting would not result in any changes to the behavior of the Dignity employees with regard to when they would end their employment at UC. In other words, the behavior of Dignity employees with regard to their employment at UC would be the same regardless of whether or not the prior service would count as vesting credit in UCRP.

If this amendment is approved, then the estimated cost (i.e., the increase in the PVB) for providing the vesting credit under UCRP will be funded by the acquired hospitals through UCSF via a supplemental contribution to UCRP payable during calendar year 2024. The exact amount of the supplemental contribution, preliminarily estimated at $30 million, will be recalculated based on the actuarial assumptions used in the July 1, 2024 UCRP actuarial valuation and an updated demographic census file reflecting actual eligible Dignity employees who transition to UCSF upon closing and their actual vesting service at the time of the transition.

COLLECTIVE BARGAINING

The University will take appropriate action concerning proposed changes that may trigger notice, consultation, and meeting and conferring obligations under the Higher Education Employer-Employee Relations Act (HEERA), if any such action is required.

[1] Since actual service under the Dignity Plans was not provided in the preliminary census data received, the service to be counted towards UCRP vesting service was estimated assuming continuous employment from the member's start date provided on the data file.

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EXHIBIT O

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Agreement Between UC, SEIU-UHW, AFSCME Local 3299, UPTE, Teamsters and CNA Resolving SF-CE-1452H, 1453H and 1454H as to previously unrepresented employees and units previously represented by SEIU-UHW, CNA and Others

Section A provides for those terms that do not require agreement from any joined party.

Section B provides for those terms that require the University, the UC Unions and SEIU-UHW's agreement.

SECTION A

Re all Seven Hospitals

1. UC Compensation is responsible for classifying positions for UC employees. In its normal course and scope, and in reference to this agreement, UC Compensation agrees to appropriately classify employees, including unrepresented employees, hired in connection with UC's acquisition or affiliation of all Seven Hospitals identified in the Complaints issued in the above-captioned matters. This includes employees who will perform SX, EX, HX, TX, RX, CX, NX, K4 and K9 bargaining unit work, and UC agrees to place staff in appropriate represented UC titles and title codes and afforded all the rights and privileges of the University's CBAs with AFSCME Local 3299, UPTE, Teamsters 2010 and CNA, respectively. UC Compensation will review these positions and assign them to represented classifications according to its normal process.

2. Within 10 business days of the execution of this agreement (for UCI and UCLA) or from closing (UCSF), the University will:

   a) provide lists of former Dignity, Tenet and West Hills employees including, for each, their name, current job title, UC wage rate, and date of hire by Dignity, Tenet and West Hills to the appropriate UC Union. This timeline may be extended by mutual agreement if UC informs Charging Parties that it has difficulty obtaining this information from Dignity, Tenet, or West Hills.

   b) provide the UC Unions with proposed dates for access meetings with new members at each of the new UC Health hospitals. The relevant UC Medical Center will provide each of the UC Unions with adequate time, at least 30 minutes, to make a presentation to each group as part of access. All employees hired in connection with the University's transactions with Tenet, West Hills or Dignity may attend these meetings on paid time. Paid release time will be granted to stewards/MAT leaders to attend access meetings at UCLA Health and UCI Health and at UCSF Health. At UCSF Health, these access meetings will take place during onboarding.

3. The University will comply with its obligations under Government Code 3558.

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4. The University will provide reasonable release time to designated members of the Charging Party Unions to assist new unit members with onboarding and orienting to UC employment and the applicable CBAs in accordance with the applicable CBAs. The Charging Party Unions will provide reasonable notice of no less than 10 business days to the University of the identities of persons to be released and proposed times for release.

5. UC will provide mapping information to Charging Parties and will respond within a reasonable time to any requests for information related to an objection to the accuracy of mapping, including title (including level) and/or pay. Any objections will be identified by name by the applicable union within 60 days of receipt of the mapping. This period may be extended by mutual agreement, which shall not be unreasonably denied. The union has the burden of proof to show that the mapping was incorrect.

6. The parties agree that the Regents of the University of California ("University" or "UC") will offer employment to all eligible employees who perform bargaining unit work and who currently work for Dignity at SFMH, SMMC and their respective outpatient clinics. For purposes of this agreement, an "eligible" employee is one who meets all of the licensing, background, and other non-discretionary requirements of a given UC position.

7. Those eligible employees who were previously represented by CNA at the Dignity hospitals and at Los Alamitos shall be offered employment by the University and placed in the University's systemwide NX unit.

8. Those eligible employees who were previously represented by Unite Here! Local 2 will be placed in the relevant cook titles at the University and placed in the SX unit and the terms of this agreement that apply to those employees previously represented by SEIUUHW shall also apply to them.

9. Those eligible employees who were previously represented by Engineers and Scientists of California, IFPTE Local 20 will be placed in the relevant clinical lab scientist titles at the University and placed in the HX unit and the terms of this agreement that apply to those employees previously represented by SEIU-UHW shall also apply to them.

10. The University and the UC Unions are in agreement for the University to offer the same terms provided for in Section B, specific to SEIU-UHW to NUHW in connection with UC's acquisition of Fountain Valley from Tenet; SEIU Local 121RN in connection with UC's acquisition of West Hills, and UNAC in connection with UC's acquisition Lakewood from Tenet. Upon agreement, each Joined Party will withdraw from the PERB proceedings. If any Joined Party does not accept the terms of this agreement, Charging Parties will proceed with their plan to file a motion for summary judgment in this matter.

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SECTION B

The terms of this agreement that relate to Dignity and UCSF are contingent on the closing of the transaction described in the January 31, 2024 affiliation agreement:

UCSF Health, UCI Health and UCLA Health

1. All employees where SEIU-UHW currently represents bargaining units and who have been or will be hired in connection with the recent and/or pending UC's acquisition or affiliation of hospitals from Tenet, West Hills and Dignity Health and where the new UC employees will perform work covered by the SX, EX, HX, TX, RX, CX, NX, K4 or K9 bargaining unit shall be placed in represented titles and title codes and afforded all the rights and privileges of the University's CBAs with AFSCME Local 3299, UPTE, and Teamsters Local 2010, respectively.

2. The University shall or has already placed each former Dignity, Tenet or West Hills employee it hires in connection with the above-described transaction into the salary and/or step provided for in the applicable UC CBA, so long as that step is no lower than the rate previously paid by Dignity, Tenet or West Hills. Where appropriate, the University will place employees in a higher level in a title series and/or higher step placement to address internal equities and market conditions, in accordance with its regular pay practices. If a new employee covered by this agreement was previously paid more than is reflected in the applicable UC wage scale, they will be "red circled" until the salary scales catch up with their pay.

3. Each UC employee hired from Dignity, Tenet, or West Hills in connection with the transactions will receive a one-time, non-base building signing bonus of seven hundred fifty dollars ($750).

4. Adjustments to the new employees' wage rates shall be retroactive to their date of hire by the University.

5. An abbreviated probationary period of no more than 90 days from date of hire by UC shall apply absent mutual agreement between the University and the applicable UC Union.

6. The University will credit all new previously unrepresented employees and those previously represented by any party to this agreement, with seniority based on their date of hire by Dignity, Tenet or West Hills for purposes of layoff, sick leave and vacation accrual rates. Except as provided in this paragraph, the seniority rules set forth in the applicable CBAs shall apply. If not provided otherwise in an applicable CBA, ties will be broken by original hire date with Dignity, Tenet or West Hills. In implementing this

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paragraph, the parties agree that UC is entitled to rely on date of hire information provided by the sellers.

7. The parties to this agreement affirm that it satisfies the SEIU-UHW CBAs with the six hospitals currently represented by SEIU-UHW, and also the Severability and Savings clauses (however titled) of the January 31, 2024 affiliation agreement between Dignity and the University.

8. Upon the closure of the transaction between the University and Dignity Health, SEIU-UHW will withdraw from the above-described PERB matters.

9. Beginning 90 days after the latter of the execution of this agreement or the close of the relevant transaction, the Parties will meet and confer in an effort to resolve any issues that arise with respect to implementation of this agreement. If the parties cannot reach agreement, then after 6 months have passed since the latter of the execution of this agreement or the close of the relevant transaction, they may submit their issues to mediation. If mediation is unsuccessful, the matter may be decided on an expedited basis by the mediator-turned-arbitrator or PERB as appropriate. The parties will agree on a list of 5 arbitrators to strike by the time this is reduced to a formal written agreement. If the parties cannot agree on a list of 5 arbitrators, they will get a list from SMCS.

10. Charging Parties will withdraw the allegations of the above-referenced PERB charges addressing UCSF, Los Alamitos, previously unrepresented employees, and the role of SEIU-UHW, including all related outstanding subpoenas and RFIs. If all other Joined Parties accept the terms of this agreement, the above-referenced PERB charges shall be withdrawn in their entirety. Regardless of whether all other Joined Parties accept the terms of this agreement, Charging Parties waive all remedies other than an order to recognize them as exclusive bargaining representatives of the appropriate units and, if Charging Parties are not successful in their motion for summary judgment or if an order granting summary judgment is appealed, make whole remedies for unit employees that result from an order of recognition. No party that accepts the terms of this agreement shall take any action to interfere with or otherwise delay completion of the UCSF/Dignity transaction.

11. Any Joined Party who accepts the terms of this agreement, Unite Here! Local 2, and IFPTE Local 20 shall execute a waiver of any claim or grievance that was or could have been brought in connection with the above-referenced charges, including but not limited to: (1) any claim that UC should be considered a successor employer; and (2) any claim that Tenet, Dignity/CommonSpirit, or HCA/West Hills failed to comply with any successorship provision of their respective CBAs.

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12. Charging Parties, SEIU-UHW, any Joined Party that accepts the terms of this agreement, Unite Here! Local 2, and IFPTE Local 20 shall withdraw all grievances, RFIs, and CPRA requests related to the above-captioned charges that are resolved with this agreement.

13. No admission of liability, non-precedent setting

14. This agreement will be reduced to a formal written agreement without any substantive change that would prejudice UC, a UC Union, or a UC Union-represented employee, and shall be subject to applicable approval requirements.

15. The Parties will meet and discuss a communication plan to employees.

For the University: _____ 4/12/24

_____

For AFSCME Local 3299: _____ Liz Perlman 4/12/24

For UPTE-CWA, Local 9119 _____ PAUL WATROUS-SMITH 4/12/24

For Teamsters: Sue Garea (KH) SUSAN GAREA 4/12/24

For CNA: _____ 4/12/24

For SEIU-UHW Bruce D. Harland 4/12/24

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EXHIBIT P

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American Federation of State, County, and Municipal Employees, AFL-CIO

info@afscme3299.org
afscme3299.org
510. 844. 1160

August 20, 2024

Guillermo Santucci
Associate Director, UC Labor Relations
UC Office of the President

Transmitted via email at guillermo.santucci@ucop.edu

Dear Guillermo Santucci:

AFSCME, in proper performance of its duties as the exclusive bargaining representative for SX and EX, respectively, including of the new employees formerly employed by Dignity Health, Tenet, Hospital Corporation of America ("HCA" or "West Hills"), and Prime Healthcare, request the following information pursuant to the California Public Records Act and HEERA:

1. A copy of each actuarial study performed at the University's request, at any time since January 1, 2023, by Segal or any other actuarial firm, to assess the cost of providing vesting credit in the UCRP and/or any UCRS other retirement benefit plan to:
    a. University employees previously employed by Dignity at facilities to be affiliated with UCSF Health. If none, so state.
    b. University employees previously employed by Tenet at any of the newly acquired UCI Health Community Network hospitals. If none, so state.
    c. University employees previously employed by HCA/West Hills at the newly acquired UCLA Health West Valley hospital. If none, so state; and/or
    d. University employees previously employed by Prime Healthcare the newly acquired Alvarado hospital. If none, so state.
2. A copy of all correspondence since January 1, 2023 between the University of California and each actuarial firm that has been asked to perform actuarial calculations for the cost of providing vesting credit University employees previously employed by Dignity, Tenet, HCA/West Hills, and/or Prime Healthcare. If none, so state.
3. Any bids, proposals or other documentation reflecting the University's efforts to obtain vesting credit in the UCRP or any other retirement plan for University employees who previously worked for any of the hospitals that the University has acquired or affiliated in 2023 or 2024, and the associated costs of doing so.
4. Documentation of the Regents' approval of Agenda Item F7 for the Finance and Capital Strategies Committee at the July 16-18, 2024 meeting directing the UCRP administrator to amend the plan to provide vesting credit to University employees who previously worked for Dignity Health.
5. A copy of any report or Agenda Item presented to UC Regents at any time since January 1, 2023, proposing to authorize the UCRP administrator to amend the UCRP and/or any other UCRS retirement benefit plan to provide vesting credit to University employees previously employed by Tenet, HCA/West Hills and/or Prime Healthcare. If none, so state.
6. A spreadsheet indicating the years of vesting credit, if any, that each former Dignity, former Tenet, former HCA/West Hills and former Prime Healthcare employee in each of our respective bargaining units has or will have with UCRP.

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7. Please let us know when the Regents will take up a proposal to amend the UCRP to provide former Tenet, former West Hills and/or former Prime Healthcare employees with vesting credit in the pension and when UCOP anticipates that such amendment(s) will be adopted.

We look forward to hearing from you.

Thank you.

Sincerely,

Claudia Preparata
Research Director
AFSCME Local 3299

cc: Marisa Salgado, AFSCME
Seth Newton Patel, AFSCME
Elizabeth Hinckle, AFSCME
David Tuttle, UCOP
Aviva Roller, UCSF Health
Leslie Kleiman, UCI Health
Alexis O'Connor, UCLA Health
Lissette Medina, UCSD Health

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IV. CONCLUSION AND REMEDY REQUESTED

For the foregoing reasons, PERB should issue a complaint against the University for failing to meet and confer in good faith, in violation of Government Code section 3571, subdivisions (b) and (c).

As a remedy, the University should be ordered to cease and desist from its unlawful conduct and to restore the status quo by amending the UCRP to provide vesting credit to all University employees who previously worked at a hospital acquire by the University, including all former Tenet, HCA/West Hills, and Prime employees. All affected should be made whole with interest at the statutory rate. PERB should also require the University to provide the information requested and to post notices both electronically and in person and apply any other remedies that are appropriate. Charging parties also seek attorneys' fees and costs, and such other relief as PERB deems appropriate.