



**NATIONAL UNION OF
HEALTHCARE WORKERS**

1250 45th Street, Suite 200
Emeryville, CA 94608

510-834-2009 * 866-968-6849
www.nuhw.org

Collective Bargaining Agreement

With

Sutter Center For Psychiatry

July 3, 2024 – January 3, 2026

TABLE OF CONTENTS

AGREEMENT.....	1
PREAMBLE.....	1
ARTICLE 1 – RECOGNITION.....	1
ARTICLE 2 – WAGES.....	2
ARTICLE 3 – BONUS.....	3
ARTICLE 4 – DIFFERENTIALS.....	4
ARTICLE 5 – SAFETY.....	6
ARTICLE 6 – NO DISCRIMINATION.....	7
ARTICLE 7 – LACTATION ACCOMMODATIONS.....	7
ARTICLE 8 – EMPLOYEE CATEGORIES.....	7
ARTICLE 9 – SHORT HOUR PAY.....	8
ARTICLE 10 – PER DIEM AVAILABILITY AND PAY.....	8
ARTICLE 11 – RECLASSIFICATION.....	10
ARTICLE 12 – RECLASSIFICATION OF ASSOCIATE CLINICAL SOCIAL WORKERS (I.E. MENTAL HEALTH THERAPISTS II) UPON LICENSURE.....	11
ARTICLE 13 – SAVINGS CLAUSE.....	11
ARTICLE 14 – UNION REPRESENTATIVE VISITS.....	11
ARTICLE 15 – BULLETIN BOARDS.....	13
ARTICLE 16 – UNION MEMBERSHIP.....	13
ARTICLE 17 – COPE CHECK OFF.....	15
ARTICLE 18 – PAYROLL DEDUCTION OF UNION DUES AND FEES.....	15
ARTICLE 19 – SHOP STEWARDS.....	15
ARTICLE 20 – JOINT LABOR-MANAGEMENT COMMITTEE.....	16
ARTICLE 21 – SENIORITY AND INTRODUCTORY PERIOD.....	17
ARTICLE 22 – MANAGEMENT RIGHTS.....	18
ARTICLE 23 – TECHNOLOGY.....	19
ARTICLE 24 – NO STRIKE NO LOCKOUT.....	20
ARTICLE 25 – NEW EMPLOYEE ORIENTATION.....	20
ARTICLE 26 – POSITION POSTING AND FILLING OF VACANCIES.....	21
ARTICLE 27 – BARGAINING UNIT WORK AND SUBCONTRACTING.....	21

ARTICLE 28 – EMPLOYEE EVALUATIONS.....	22
ARTICLE 29 – CORRECTIVE ACTION.....	23
ARTICLE 30 – EXEMPT EMPLOYEES.....	24
ARTICLE 31 – NONEXEMPT EMPLOYEES.....	28
ARTICLE 32 – REST BREAKS AND MEAL PERIODS.....	29
ARTICLE 33 – REPLACEMENT OF WORKERS / NORMAL DAY’S WORK.....	30
ARTICLE 34 – PAID TIME OFF (PTO).....	30
ARTICLE 35 – PTO SCHEDULING.....	34
ARTICLE 36 – HOLIDAYS.....	34
ARTICLE 37 – MEDICAL / DENTAL / VISION.....	35
ARTICLE 38 – RETIREMENT BENEFITS.....	40
ARTICLE 39 – BEREAVEMENT LEAVE.....	43
ARTICLE 40 – JURY DUTY.....	45
ARTICLE 41 – LIFE INSURANCE.....	46
ARTICLE 42 – SHORT-TERM DISABILITY (STD) SALARY CONTINUATION BENEFITS PROGRAM.....	46
ARTICLE 43 – LONG-TERM DISABILITY (LTD).....	48
ARTICLE 44 – PAID EDUCATIONAL LEAVE AND EDUCATIONAL REIMBURSEMENT.....	48
ARTICLE 45 – MEDICAL LEAVE, FAMILY CARE AND PREGNANCY DISABILITY LEAVES OF ABSENCE.....	52
ARTICLE 46 – REDUCTION IN FORCE.....	58
ARTICLE 47 – GRIEVANCE PROCEDURE AND ARBITRATION.....	60
ARTICLE 48 – EMPLOYER GRIEVANCE.....	61
ARTICLE 49 – SUCCESSORSHIP.....	62
ARTICLE 50 – TERM OF AGREEMENT.....	63
APPENDIX A – WAGE SCALES.....	65
APPENDIX B – MEDICAL, DENTAL, AND VISION MAXIMUMS, DEDUCTIBLES, AND COPAYS.....	67
APPENDIX C – DOMESTIC PARTNER.....	75
APPENDIX D – MEMORANDUM OF UNDERSTANDING RE: PHARMACY BENEFITS.....	76

AGREEMENT

This agreement is between SUTTER CENTER FOR PSYCHIATRY (hereinafter for convenience called “the Employer”) and NATIONAL UNION OF HEALTHCARE WORKERS (NUHW) (hereinafter for convenience called “the Union”).

PREAMBLE

The Employer and the Union recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operation of the Employer’s facilities. This Agreement seeks to establish such harmonious and constructive relationships between the parties that such results will be possible.

The Employer and the Union agree that all employees and managers shall treat each other, regardless of position or profession, with dignity, respect, courtesy and trust. The foregoing principles shall also apply in providing services to patients and visitors. This paragraph will not be subject to the arbitration provisions of the Grievance Procedure, except by mutual agreement between the parties.

ARTICLE 1 – RECOGNITION

- 1.1 Pursuant to the certification of the National Labor Relations Board Case No. Case 20-RC-281806, the Employer recognizes the Union as the exclusive bargaining agent for employees in the following bargaining unit:
- 1.2 All full-time, regular part-time, and per diem professional and service employees employed by the Employer at its facility located at 7700 Folsom Boulevard, Sacramento, California and the following sites where Employer provides contracted services: 2000 Sutter Place, Davis, California and 2825 Capital Avenue, Sacramento, California, in the following job classifications: Recreation Therapist; Social Worker; Licensed Clinical Social Worker; Marriage and Family Therapist; Medical Social Worker; Nurse Practitioner; Clinical Therapist; Clinical Social Worker; Associate Clinical Social Worker; Cook; Food Service Worker; Environmental Technician; Patient Care Support Specialist; Central Supplier; Unit Secretary; Utilization Reviewer; Intake LVN/LPT; Pharmacy Technician; and Physician Billing Coordinator.
- 1.3 Classifications covered by this Agreement are listed in Appendix A.
- 1.4 NEWLY ESTABLISHED CLASSIFICATIONS
When the Employer establishes a new job classification within the scope of the bargaining unit covered by this Agreement, the Employer shall notify the Union at least two (2) months prior to the implementation of the new job classification.

If a new job classification has duties that are substantially within the scope of duties performed by recognized bargaining unit classifications, this Agreement shall apply to that classification. The wage rate for that classifications shall be determined by mutual agreement between the parties.

1.5 EXCLUSIONS

Excluded from the bargaining unit: confidential employees, employees represented by other labor unions, guards, and supervisors/managers as defined by the National Labor Relations Act.

ARTICLE 2 – WAGES

The hourly rates of pay shall be shown in Appendix A attached hereto and made a part hereof. No employee shall have his/her/their total wages reduced as a result of signing this Agreement.

- 2.1 Effective the start of the first full pay period following ratification, each employee will receive a 4% increase (or 4.5% increase if the employee is a Patient Care Support Specialist, Sr. patient care support specialist, or a unit secretary pt. care support specialist).
- a. If an employee's base rate of pay is currently below the highest step but is such that the percentage increase above would exceed the highest step, then that employee shall be placed on that highest step and shall receive a bonus equivalent to the remaining percentage (4% or 4.5% minus the percentage received by being placed on that highest step) for all compensated hours in the previous twenty-six (26) pay periods.
 - b. If an employee's base rate of pay is greater than the highest step of the wage scale, then that employee's base rate of pay shall remain at its then-current value and that employee shall receive a bonus equivalent to the 4% increase (or 4.5% increase if the employee is a Patient Care Support Specialist, Sr. patient care support specialist, or a unit secretary pt. care support specialist) for all compensated hours in the previous twenty-six (26) pay periods. Going forward, such an employee shall be placed on the wage scale at whatever point in time the scale reaches a value such that the highest step exceeds their base rate of pay.
 - c. If, after the 4% (or 4.5% if the employee is a Patient Care Support Specialist, Sr. Patient Care Support Specialist, or a Unit Secretary Pt. Care Support Specialist) increase, the employee is still below the first step of the wage grid, the employee will be placed in the first step of the wage grid.
 - d. Employees in the classification of "Clin Soc Wrker, Psych Resp Team" at the time of ratification shall either (a) be changed to the classification of "Associate Clinical Social Worker (Mental Health Therapist II)" (if they are unlicensed) or (b) be changed to the classification of "Licensed Clinical Social Worker (Mental Health Therapist III)" (if they are licensed).

- e. Employees in the classification of “Licensed Clinical Social Worker” at the time of ratification shall be changed to the classification of “Licensed Clinical Social Worker (Mental Health Therapist III)”.

2.2 First full pay period following six (6) months after ratification: all employees except those who were placed at the first step in accordance with paragraph (c) above, will be moved to the step that results in an increase.

- a. If an employee’s base rate of pay is greater than the highest step of the wage scale, then that employee’s base rate of pay shall remain at its then-current value. Going forward, such an employee shall be placed on the highest step of the wage scale at whatever point in time the scale reaches a value such that the highest step exceeds their base rate of pay.
- b. Starting one year after ratification, each employee, on each anniversary of their date of hire, shall receive step increases, as applicable according to the wage scale for their job classification.

2.3 FUTURE ACROSS-THE-BOARD INCREASES

Future across-the-board wage increases shall be applied to all employees’ wage rates and to wage scales, and will be effective the start of the payroll period that commences after the specified date as follows:

- a. Three percent (3%): one (1) year after the date of ratification
- b. If an employee’s base rate of pay is greater than the highest step of the wage scale, then that employee shall receive a bonus equivalent to the above percentage for all compensated hours in the previous twenty-six (26) pay periods. At the time that such an employee is placed on the highest step of the wage scale (as described above), they shall receive a wage increase by being placed on the highest step of the wage scale, and shall receive the remainder of the across-the-board wage increase (3% minus the percentage received by being placed on that highest step) as a bonus equivalent to that remainder amount for all compensated hours in the previous twenty-six (26) pay periods.

ARTICLE 3 – BONUS

Effective the first full pay period after ratification, each employee hired prior to July 1, 2023 will receive a bonus. The amount of bonus shall be based on the understanding that a 1.0 FTE employee shall receive one thousand five hundred (\$1,500). Regular employees less than 1.0 FTE shall receive a prorated amount. For per diem and short hour employees, the bonus will be based on the calculation of total hours worked (up to 80 hours per pay period) in the previous twenty-six (26) pay periods prior to July 1, 2023. Total hours worked for the twenty-six (26) pay periods will be converted to a FTE equivalent and then paid in accordance with the above.

ARTICLE 4 – DIFFERENTIALS

4.1 SHIFT DIFFERENTIALS

a. Shift times are defined as:

0700 to 1500	First (1st) shift	Day shift
1500 to 2300	Second (2nd) shift	PM or evening shift
2300 to 0700	Third (3rd) shift	Night shift

- b. Employees are paid shift differential based on where the majority of hours lie within a shift. That is, if fifty percent (50%) or more of an employee's actual worked hours on a given day fall in either the second (2nd) or third (3rd) shift, that employee shall receive the differential for the entirety of their shift. The 30-minute overlap that normally occurs between shifts belongs to the earlier of the two shifts. The meal period is ignored when calculating where the majority of hours fall.
- c. If an employee's actual worked hours on a given day fall such that exactly fifty percent (50%) falls in the second (2nd) shift and exactly fifty percent (50%) falls in the third (3rd) shift, that employee shall receive the differential for the third (3rd) shift.
- d. If an employee works two consecutive shifts in a row, commonly referred to as a "double," the employee will receive the appropriate shift differential relative to each shift worked.
- e. The rules are applied based on hours actually worked, not scheduled hours.
- f. Shift differentials shall be paid in addition to any applicable weekend differential.
- g. Hourly shift differential amounts are as follows:
- i. Evening shift differential is \$1.80 per hour for all employees except:
 - (1) Associate Clinical Social Workers (i.e. Mental Health Therapists II), Licensed Clinical Social Workers (i.e. Mental Health Therapists III), and Recreational Therapists, who receive \$2.50, and
 - (2) Psychiatric Nurse Practitioners, who receive \$3.25 per hour.
 - ii. Night shift differential is \$2.10 per hour for all employees except:
 - (1) Associate Clinical Social Workers (i.e. Mental Health Therapists II), Licensed Clinical Social Workers (i.e. Mental Health Therapists III), and Recreational Therapists, who receive \$4.40, and
 - (2) Psychiatric Nurse Practitioners, who receive \$5.75 per hour.

4.2 WEEKEND DIFFERENTIAL

- a. Employees (exempt or nonexempt) who are regularly scheduled for 8- or 10-hour shifts shall receive a weekend differential for all hours worked during any shift that begins at or after 9:00 p.m. (2100 hours) Friday and ends prior to 7:30 a.m. (0730 hours) Monday. Employees (exempt or nonexempt) who are regularly scheduled for 12-hour shifts shall receive a weekend differential for all hours worked during any shift that begins at or after 6:00 p.m. (1800 hours) Friday and ends prior to 7:30 a.m. (0730 hours) Monday. Hours in the shift that begin before or extend after the zones defined above will not include weekend differential.
- b. The weekend differential shall be paid in addition to any applicable shift differential.
- c. Weekend shift differential is \$1.70 per hour for all employees except:
Associate Clinical Social Workers (i.e. Mental Health Therapists II), Licensed Clinical Social Workers (i.e. Mental Health Therapists III), and Recreational Therapists, who receive \$1.90 per hour.

4.3 STANDBY / CALL BACK PAY

a. Standby / Call Back Pay for Nonexempt Employees

A nonexempt employee who has been instructed to be on standby but who is not called, shall be paid at the rate of thirteen dollars (\$13.00) per hour when on standby. Any such employee shall be paid at time and one-half (1 and 1/2) the straight-time hourly rate with a guarantee of two (2) hours' work or pay when called to work. This does not apply to per diem employees who would normally expect to be called for available straight-time work during designated hours.

b. Standby / Call Back Pay for Exempt Employees

The Employer shall pay a flat-rate amounts of \$200.00 to exempt employees who have been instructed to be "on standby." It is understood that "on standby" refers to a single incidence of an employee being on standby not longer than twelve (12) hours.

4.4 RELIEF IN HIGHER PAID CLASSIFICATION DIFFERENTIAL

- a. An employee (exempt or nonexempt), who works temporarily in a higher paid classification shall receive a relief shift differential, unless such work is explicitly part of a training. A relief shift differential will be paid at a flat hourly rate as defined below, plus any other differentials the employee may be eligible to receive. Acceptance of the relief work in higher paid classification assignment shall be voluntary.
- b. Relief work shall not exceed three (3) pay periods. Employees working in such an assignment are not expected to assume the entire scope of the higher paid classification's duties and responsibilities.

- c. The Employer shall pay a relief differential of two dollars (\$2.00) per hour for all hours worked in a higher paid classification.

ARTICLE 5 – SAFETY

5.1 GENERAL SAFETY

- a. The parties agree that there are risks to employees who work in a psychiatric facility. The Employer and the Union agree to cooperate and continuously identify and work to mitigate work related hazards.
- b. The Employer will seek to minimize the risk of danger to employees by pre-screening potential patients.
- c. The Employer recognizes that despite best efforts to identify and minimize potential risks to employees, unsafe or dangerous conditions may be encountered by employees in the course of performing their daily work. In such instances, the employee will secure their personal safety, contact their supervisor to discuss the issue and jointly assess the risk of the situation to the clinician and the patient. If the supervisor is not available, the Employer will rely on the judgment of the employee as to the course that should be taken.

5.2 CODES GREY

- a. Once every four (4) months (on or around January 1, May 1, and September 1 of each year), the parties shall meet to evaluate safety concerns in general, but with specific focus on Code Grey practices and protocols and training. Through these meetings, the parties may give and receive feedback around ongoing safety issues and may mutually agree to modify practices and/or protocols to increase patient and employee safety.
- b. The Employer shall provide specialized training to all employees in the bargaining unit (including training on de-escalation, restraints, patient escorting, “hands on”, and other elements of Code Grey response).
- c. It is understood by the parties that employees are expected to respond promptly to Codes Grey.
- d. In monthly staff meetings and daily huddles, the Employer will give employees the opportunity to debrief regarding Codes Grey to ensure that protocols were followed, to identify areas of potential improvement, and to provide input and feedback.

ARTICLE 6 – NO DISCRIMINATION

- 6.1 The Employer and the Union agree that neither the Union nor the Employer shall permit discrimination on the basis of Union activity, race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, equal pay and any other status protected by state, federal or local law (collectively “protected category”).
- 6.2 In addition, the Employer prohibits retaliation against a person who engages in activities protected under this policy. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy.
- 6.3 The Employer agrees to maintain policies prohibiting discrimination and agrees that such policies shall be publicized and enforced throughout the Employer’s facilities. Such policies shall be readily accessible to employees when requested.

ARTICLE 7 – LACTATION ACCOMMODATIONS

- 7.1 The Employer shall provide a reasonable amount of break time for lactating employees to express (pump) milk. Time used to express milk may be used at the same time as other breaks provided. However, Employers must provide additional break time if needed, although the additional time may be unpaid.
- 7.2 The Employer shall make reasonable efforts to provide a private space, other than a bathroom, where lactating employees may express milk. That provided space shall be private, shielded from view, and free from intrusion.

ARTICLE 8 – EMPLOYEE CATEGORIES

- 8.1 All of the below categories of employees are bargaining unit employees.
- a. Regular Full-Time
A regular full-time employee is one who is regularly scheduled to work at least sixty (60) hours per pay period (0.75 to 1.00 FTE).

b. Regular Part-Time

A regular part-time employee is one who is regularly scheduled to work at least forty (40), but less than sixty (60) hours per pay period (0.5 to 0.749 FTE).

c. Short-Hour

A short-hour employee is one who is regularly scheduled to work at least sixteen (16), but less than forty (40) hours per pay period (0.2 to 0.49 FTE).

d. Per Diem

A Per Diem employee is has no guaranteed minimum number of days or hours and is not regularly scheduled on an ongoing basis. Per Diem employees are employed to work on an “as needed” basis to cover vacations, holidays, absences due to illness, personal emergencies, unanticipated volume increases, or other vacancies in schedules. Per Diem employees may be prescheduled to work when scheduling needs are not met by the unit’s full and part-time employees on straight-time schedule.

e. Temporary

A temporary employee is hired for an anticipated term of employment of less than six (6) months in a full-time or part-time position, and has no reasonable expectation of employment beyond completion of the project or period. No temporary employee’s term of employment shall last longer than six (6) months, unless extended by mutual agreement between the Union and the Employer. The Employer shall make every effort to use regular employees rather than temporary employees. Temporary employees may be offered medical benefits consistent with the Employer Shared Responsibility provisions of the ACA, depending on the anticipated number of hours to be worked at the time of hire.

f. Limited Term Employee

A Limited Term employee is hired for an anticipated term of employment of six or more months but less than one year in a full- or part-time position and has no reasonable expectation of employment beyond completion of the project or period.

ARTICLE 9 – SHORT HOUR PAY

Short hour employees shall receive a 15% differential in lieu of benefits.

ARTICLE 10 – PER DIEM AVAILABILITY AND PAY

10.1 There are 3 categories of per diem employees, and each receives the following pay differentials on top of their base rate of pay for all hours worked.

a. On call / casual: 5%

- b. Level 1: 15%
 - c. Level 2: 25%
- 10.2 Every per diem employee is a per diem employee in one of these categories. When a new per diem employee is hired, they are hired as a per diem employee in one of these categories.
- 10.3 Throughout employment, a per diem employee may move between these categories as a result of the following:
- a. Downgrading
 - i. If a Level 2 per diem employee fails to provide the minimum availability requirement of a Level 2 per diem employee for two (2) consecutive schedule periods, the Employer will counsel that employee as to the requirements. If that employee fails to provide the minimum availability requirement for another schedule period, then that employee shall become a Level 1 per diem employee. (Each schedule period is four [4] weeks.)
 - ii. If a Level 1 per diem employee fails to provide the minimum availability requirement of a Level 1 per diem employee for two (2) consecutive schedule periods, the Employer will counsel that employee as to the requirements. If that employee fails to provide the minimum availability requirement for another schedule period, then that employee shall become an on call / casual per diem employee. (Each schedule period is four [4] weeks.)
 - iii. Any per diem employee may elect to be downgraded voluntarily, by notifying the Employer in writing.
 - b. Upgrading
 - i. If a Level 1 per diem employee provides the minimum availability requirement of a Level 2 per diem employee *and actually works shifts in excess of the minimum availability requirement of a Level 1 per diem employee* for two (2) consecutive schedule periods, then that employee shall become a Level 2 per diem employee. (Each schedule period is four [4] weeks.)
 - ii. If an on call / casual per diem employee provides the minimum availability requirement of a Level 1 per diem employee *and actually works shifts equal to or exceeding the minimum availability requirement of a Level 1 per diem employee* for two (2) consecutive schedule periods, then that employee shall become a Level 1 per diem employee. (Each schedule period is four [4] weeks.)
- 10.4 Hours worked by a per diem employee covering for an employee on a Medical Leave of Absence (MLOA), a Personal Leave of Absence (PLOA), or an Occupational Leave of Absence (OLOA) shall not count toward upgrading.

10.5 Per Diem Employees are expected to meet the following availability requirements:

- a. Hard-to-fill days are:
 - i. February through September: New Year's Eve, Martin Luther King Day, Presidents Day, Easter Sunday, Mother's Day, Memorial Day, Father's Day
 - ii. October through January: Fourth of July, Labor Day, the Evening of Halloween, the Day after Thanksgiving, and Christmas Eve.
- b. Per diem employees shall provide their availability for holidays and hard-to-fill days in the month of January of each year for February through September of that year. Per diem employees shall provide their availability for holidays and hard-to-fill days prior to the end of July each year for October of that year through January of the following year. New hires shall provide their availability for holidays and hard-to-fill days for whichever portion of the year in which they are hired within thirty (30) days of hire, unless they are hired in the last thirty (30) days of a portion, in which case they shall provide availability for the next portion.
- c. Level 1 and Level 2 per diem employees must provide availability for at least 2 major holidays (Thanksgiving, Christmas Day, New Year's Day).
- d. Level 1 and Level 2 per diem employees must provide availability for at least two hard-to-fill staff days.
- e. Level 2 per diem employees must provide availability for at least eight (8) shifts per schedule period (4 weeks), two (2) of which must be two (2) consecutive weekend shifts (i.e. Saturday and Sunday of the same weekend).
- f. Level 1 per diem employees must provide availability for at least four (4) shifts per schedule period (4 weeks), one (1) of which must be a weekend shift (either Saturday or Sunday).
- g. Availability must be provided through the Employer's electronic scheduling system at least four (4) weeks prior to the final posting date of the next schedule period.
- h. An employee must maintain this availability until three (3) hours before the beginning of each respective shift.

ARTICLE 11 – RECLASSIFICATION

11.1 PER DIEM AND SHORT-HOUR

- a. When a Short-hour or Per Diem employee is regularly assigned for a period in excess of six (6) consecutive months to a work schedule of an average of forty (40) hours per pay period or more, the Employer shall post a regular full-time or regular part-time

position (generally consistent with the hours and shifts worked by the employee triggering the posting) per the posting provisions of this Agreement.

- b. Any employee, including the employee triggering the posting, may bid for the position and the position shall be awarded consistent with the provisions of Article 25 (Position Posting and Filling of Vacancies).

11.2 PART-TIME

A regular part-time employee who is regularly assigned to at least an average of eight (8) hours or more per pay period above their current FTE status for a period of six (6) consecutive months may request to be reclassified to a revised schedule consistent with such additional work. If the hours worked by the employee qualify per the guidelines set forth in the preceding sentence, the employee will have their FTE increased to a level equal to the hours that the employee averaged during the preceding consecutive six (6) months. If the employee has a paid day off on a scheduled workday, such day shall be counted as a regularly assigned workday.

11.3 RECLASSIFICATION EXCEPTION

Contractual reclassification provisions shall not apply to any time worked by an employee while filling in for an employee on an approved leave of absence.

ARTICLE 12 – RECLASSIFICATION OF ASSOCIATE CLINICAL SOCIAL WORKERS (I.E. MENTAL HEALTH THERAPISTS II) UPON LICENSURE

When an employee in the classification of “Associate Clinical Social Worker (i.e. Mental Health Therapist II)” becomes licensed, that employee’s classification shall be changed to “Licensed Clinical Social Worker (i.e. Mental Health Therapist III)” and that employee shall be moved to the same tenure step on the wage scale for the latter classification that they currently occupy on the wage scale for the former.

ARTICLE 13 – SAVINGS CLAUSE

In the event any provision of this Agreement is found to be unlawful or unenforceable by any court or government agency of competent jurisdiction, all remaining provisions of this Agreement shall remain in place. If this occurs and either party requests of the other in writing that they negotiate substitute provision(s), the parties shall meet and negotiate in good faith.

ARTICLE 14 – UNION REPRESENTATIVE VISITS

The Union Field Representative or qualified representative of the Union shall be allowed to visit the Employer’s facilities for the purpose of ascertaining whether or not this Agreement is being

observed, to observe job conditions under which employees are employed, or to investigate employee complaints.

14.1 REASONABLE EXERCISE

This privilege shall be exercised reasonably and shall be related to the representative's responsibility for seeing that the Employer is in compliance with the Agreement and the law.

14.2 NOTICE TO THE EMPLOYER

The Union Field Representative shall notify the Employer's designee before arriving at the Employer's facilities. Such notification may be in person, by phone call, by email, or by text message.

- a. While visiting, the NUHW Field Rep will exercise caution to ensure there is no interruption of patient care. The Psychiatric Center shall make meeting rooms available for use by NUHW in accordance with established administrative policy and procedures for requesting such rooms. NUHW's requests will be accommodated when possible.
- b. The NUHW Field Rep will not enter patient units.
- c. The NUHW Field Rep will not enter locked areas (except with agreement of the Employer) or the ECT/Interventional Psychiatric Unit. The NUHW Rep may request that an announcement be made to the employees on duty in locked areas or ECT/Interventional Psychiatric Unit to announce that they are on site and available for consultation.
- d. The NUHW Field Rep may request that security escort her/him/them to the employee break room on occasion, and security shall accompany them when requested to do so.

14.3 CONFERRING WITH EMPLOYEES AND STEWARDS

The Union Field Representative may confer with employees, including Shop Stewards, upon their own free time and in public areas within the Employer's facilities, or in other designated non-work areas. This paragraph does not prevent a Union Field Representative from conferring with an employee and her/his/their supervisor or an Employer representative on paid time in connection with a complaint or problem concerning the employee.

14.4 NO INTERFERENCE WITH WORK

The Union Field Representative does not interfere with the work of any employee.

14.5 GRIEVANCE INVESTIGATION

In the case of a grievance investigation, the Union Field Representative shall make an appointment in advance with the designated representative of management. Prompt and

reasonable arrangements will be made so that a joint investigation of the grievance can be made.

14.6 REASONABLE APPLICATION

The Employer and the Union shall reasonably apply the provisions of this Section.

ARTICLE 15 – BULLETIN BOARDS

15.1 POSTING OF OFFICIAL NOTICES OF THE UNION

The Union shall be given use of a bulletin board in the Employee Lounge to post official notices of Union business. The Union will provide a copy of postings to Human Resources at or about the same time (i.e. within two hours) of its posting.

- a. NUHW representatives shall not post any notice which disparages or demeans the Employer or any individual, nor will postings contain any personal attacks.
- b. If the Employer has legitimate concern that a posting violates item (B) above, the Employer may file a grievance. Once such a grievance is filed, the Union shall remove the posting promptly. If the posting has not been removed within two (2) hours of the filing of the grievance, the Employer may remove the posting from the bulletin board itself. If the grievance is settled in favor of the Union, the posting may be returned to the bulletin board.
- c. Further, NUHW postings, when referring to the Employer, shall adhere to the same principles of dignity, respect, courtesy, and trust referenced in this contract's Preamble.

ARTICLE 16 – UNION MEMBERSHIP

16.1 DUES OR FEES

Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or, if the employee objects to the payment of that agency fee, such employee shall, as a condition of employment pay that portion of the agency fee required by law.

16.2 FAILURE TO COMPLY WITH REQUIREMENTS

An employee who fails to comply with the requirements specified in the immediately preceding Paragraph shall be replaced by a competent employee whenever such competent employee is available, but no sooner than forty-five (45) days after the written notice to the Employer by the Union concerning the delinquency. The employee shall not be replaced if the employee has remedied the delinquency within the forty-five (45) day period. The Employer in its sole discretion shall determine the competency of a replacement employee. The Union will hold harmless the Employer from any such claims or liability arising out of this Section, including the expense of defending against such claims.

16.3 UNION MEMBERSHIP ORIENTATION DURING NEW EMPLOYEE ORIENTATION

At the time a new employee is hired who will be subject to this Agreement, the Employer shall provide the Union thirty (30) minutes of time during the Employer's normal orientation program to provide a new member orientation for new bargaining unit employees. The Employer shall provide the Union notice at least fourteen (14) days in advance of new employee orientations. Written requests made within two (2) business days following such notice being provided to the Union for steward release time for this purpose will not be unreasonably denied.

16.4 EMPLOYEE INFORMATION PROVIDED BY THE EMPLOYER

The Employer agrees to provide the Union an electronic file in Excel or similar format containing a complete roster of employees represented by the Union, containing the following information about each employee:

Name; Home Address; Home phone number; Classification; Wage rate; Department; Shift (based on actual hours shown on last full pay period before the first of the month); Status (full-time, part-time, Short Hour or Per Diem); Indications in any change in status (i.e. leave – paid or unpaid, Worker's Compensation, or terminated); Date of hire; Employee ID; Work location (campus).

The Employer has forty-five (45) days after ratification before it must produce the initial roster as described in the paragraph above. Thereafter, the Employer will provide this information no later than the 10th of each month.

16.5 LIST OF STEWARDS PROVIDED TO NEW EMPLOYEES

A list of shop stewards, their names, work telephone numbers, job classifications, work locations, shifts, and departments will be provided to all newly hired employees covered by this Agreement.

ARTICLE 17 – COPE CHECK OFF

- 17.1 The Employer will honor voluntary written assignment of wages to the Union’s Committee on Political Education (COPE) fund when such assignments are submitted on an official Union form, and the Employer will promptly remit such contributions to the Union.
- 17.2 It is understood by the parties that such contributions will be on an individual and voluntary basis.

ARTICLE 18 – PAYROLL DEDUCTION OF UNION DUES AND FEES

18.1 WRITTEN ASSIGNMENT OF WAGES FOR DUES/FEES

The Employer will honor written assignments of wages to the Union for the payment of Union membership fees when such assignments are submitted in a form agreed to by the Medical Center and the Union.

18.2 REMITTANCE OF DUES/FEES

The Employer will promptly remit the membership fees deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Normally, the deduction will be made on the first pay period of each month for the then current membership fees. However, the Union and the Employer may make other arrangements by mutual consent.

18.3 INDEMNIFICATION

The Union will hold harmless the Employer against any claim that may be made by any person by reason of the deduction of Union membership fees, including the cost of defending against any such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Section.

ARTICLE 19 – SHOP STEWARDS

- 19.1 NUHW will notify the Employer promptly in writing of the names of the shop stewards.
- 19.2 The function of the Shop Stewards shall be to handle grievances and to ensure that the terms and conditions of the Agreement are observed.
- 19.3 The functions of the Union steward include the authority to (1) settle or assist in settling problems arising in connection with the application or interpretation of the Agreement, (2) the authority to resolve grievances at Step 1 or 2 of the grievance procedure, and (3) serving as a Union representative for Weingarten meetings.

- 19.4 If a supervisor requests an employee to attend a meeting that may lead to discipline and the employee requests the presence of a Shop Steward in accordance with their Weingarten rights, both the employee and the supervisor shall make every effort to schedule such meeting within forty-eight (48) hours and when a Shop Steward is working and can be released without compromising patient safety or patient care needs.
- 19.5 Union stewards shall perform their functions or Union-related activities on their own time. However, if the Employer schedules a meeting with a Union steward during the Union steward's work shift, that time will be paid for by the Employer.
- 19.6 Union stewards shall not direct any employee how to perform or not perform his or her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any other employee.
- 19.7 Time Off for Union Education Programs
Upon advance written request in accordance with the established process for requesting PTO and subject to staffing and scheduling needs, the Employer will grant up to three (3) days of PTO per calendar year to a Union steward for the purpose of participating in Union education programs.

ARTICLE 20 – JOINT LABOR-MANAGEMENT COMMITTEE

- 20.1 The parties agree that they share a mutual concern and interest in providing the highest quality patient care in an environment which is healthy and safe for employee and patient. To that end, the parties will establish a Joint Labor Management Quality Care Committee to maintain open and respectful communication, to identify areas of inadequacies and determine appropriate resolutions.
- 20.2 The committee shall meet regularly no less than quarterly, but no more than monthly, unless by mutual agreement, and may cancel a meeting upon agreement of the parties. The committee shall consist of two (2) employees selected by the Union and two (2) Employer representatives. Additional individuals can participate upon mutual agreement. Written agendas shall be determined in advance.
- 20.3 Recommendations of the committee shall be reached by consensus, and shall be made to the appropriate management personnel for consideration. Within a ten (10) calendar days, the committee shall be informed of the steps toward implementation or completion of the recommendation, or obstacles and impediments to following through with the recommendation.
- 20.4 No one will lose any wages or benefits to participate in the committee. Employees shall be paid for up to sixty (60) minutes spent attending the committee meeting at their straight time rate. For overtime purposes, time spent by Union committee members will not be counted as hours worked.

ARTICLE 21 – SENIORITY AND INTRODUCTORY PERIOD

21.1 ACCUMULATION

a. Seniority for Regular Full-Time and Regular Part-Time Employees

For those employees in the bargaining unit on or before the date of ratification of this agreement, seniority shall commence upon the most recent date of hire into a part-time or full-time position. For those employees hired after the date of ratification, seniority shall commence upon the most recent date of hire into a part-time or full-time position bargaining unit position.

b. Seniority for Short-Hour and Per Diem Employees

Seniority for Short-hour and Per Diem employees shall be based on the employee's total number of hours worked at the Employer in a bargaining unit position. For employees hired before the date of ratification, this calculation shall include all hours worked in said position even before it became a bargaining unit position. Upon reclassification to regular full-time or regular part-time status, a short-hour or Per Diem employee's seniority shall be measured from the employee's most recent date of hire in a bargaining unit position without regard to hours worked.

21.2 TIE BREAKER

If employees have the same seniority date, the following criteria will be used to determine which employee has more seniority: (1) Date of hire; (2) The last four digits of the employees' Social Security Number will be used to determine the employee's order on the seniority list. The employee with the lowest number, i.e. 1000 over 1001, will be deemed to have more seniority.

21.3 SENIORITY LIST

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

21.4 LOSS OF SENIORITY

An employee's seniority shall be lost for any of the following reasons:

- a. The employee quits.
- b. If the employee is discharged with cause.
- c. Layoff without recall/rehire in excess of twelve (12) consecutive months.
- d. Failure to return from a leave of absence in accordance with the terms of the leave.

21.5 INTRODUCTORY PERIOD

- a. Employees shall be considered an introductory employee for the first three (3) months following the employee's most recent date of hire.

b. Application of Seniority During Introductory Period

An introductory employee shall have no seniority rights but shall acquire seniority retroactive to his/her date of hire upon completion of the introductory period. Seniority shall have no application during the employee's introductory period.

ARTICLE 22 – MANAGEMENT RIGHTS

22.1 The Employer has the right to exercise the customary functions of management including the following:

- a. The number, location, or types of facilities;
- b. The medical standards, methods and procedures;
- c. The price of all products and services, the price of all purchases, and the corporate and financial structure of the Employer;
- d. The subcontracting of facility construction and maintenance and the methods and process of service and manufacture;
- e. The services, equipment, machinery, and work schedules;
- f. The number of employees, including the number of employees assigned to any particular procedure or shift consistent with state and federal laws and regulations, and whether, when, or where there is a job opening;
- g. The need for physical or mental examinations;
- h. The retirement of employees for disability;
- i. The direction and supervision of all of the employees;
- j. The rules and regulations for all of the employees;
- k. The workweek, vacation schedules, and shift schedules;
- l. The hiring of full-time, part-time, per diem, casual and temporary employees and the number thereof;
- m. The identity and selection of each carrier, insurer, fiduciary, administrator or trustee;
- n. The security of the employees, premises, facilities, and property of the Employer;
- o. The utilization of all Employer premises, equipment and facilities;
- p. The selection and retention of all catering and vending machine suppliers and the price of their products; and
- q. The job classifications and the content and qualifications thereof.

22.2 The aforementioned rights are subject to the provisions of this Agreement and shall be exercised in a non-discriminatory, reasonable and fair manner.

- 22.3 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the Employer even though not enumerated above.
- 22.4 Additionally, in exercising the aforementioned rights, should the Employer desire to make any change that would impact bargaining unit employees, the Employer shall bargain in good faith with the Union over any effects (consistent with the requirement under federal labor law to bargain the effects) of that change on bargaining unit employees *prior to* implementing that change.

ARTICLE 23 – TECHNOLOGY

- 23.1 The Parties agree that the goal of deploying technology should be to improve patient care and maximize patient and/or employee health and safety. Members of the Union shall provide input into the application, implementation and design of new technology or modifications to current technology in their workplace.
- 23.2 The Employer shall provide the Union at least one hundred and twenty (120) days advance notification before any introductions of new technology or changes to technology currently in use by bargaining unit members. This does not include minor, inconsequential changes to existing technology such as periodic software updates.
- 23.3 With respect to the introduction of new technology or modifications to technology currently in use, the Employer will provide the following information at the time of notification:
- a. A description of the type of new technology or technology change (including the name of the developer and producer of the technology, and model of any devices or software to be deployed);
 - b. An explanation of the intended function of the new technology;
 - c. A list of the anticipated work needed to implement and maintain the technology; and,
 - d. The timing of the planned implementation.
- 23.4 Impact Bargaining
- a. The Union may request to bargain over the impacts of the introduction of new technology and changes to current technology. The Employer shall have up to seven (7) days to respond to any request for information and schedule bargaining sessions to negotiate over impacts. Impact bargaining shall commence no later than twenty (20) days after the Union's request to negotiate.
 - b. Advanced notice and negotiation shall be the exclusive process for dispute resolution over the implementation of a change to current technology. If disputes arise out of this process, they shall be subject to the grievance and arbitration provisions in this collective bargaining agreement.

- c. The Employer shall not implement any changes to current technology or introduce new technology until negotiations have concluded, unless a regulatory agency or court has imposed on the Employer a mandatory deadline by which it must implement a change to current technology or introduce new technology.
- d. The Parties agree that then-current bargaining unit positions shall not be eliminated as a result of introductions of new technologies or modifications to current technologies.

ARTICLE 24 – NO STRIKE NO LOCKOUT

- 24.1 For the duration of the Agreement, and any extensions there to, the Union and its members or other agents shall not threaten, sanction, encourage nor participate in any way in any strike, sympathy strike, walkout, slowdown, sickout, or other interference with any operation of the Employer covered by this Agreement. In the event any such action occurs, or is threatened, the Union and its representatives will immediately take all appropriate action to end or avert same.
- 24.2 The Employer agrees that during the term of this Agreement or any extensions there to, it will not engage in any lockout of employees covered by this Agreement.
- 24.3 Neither the violation of any provision of this Agreement by any person, nor any other act or omission by any representative of either party, will excuse either the Union, the Employer or bargaining unit employees from any and all of their obligations covered by this Article.
- 24.4 The Union and the Employer will have the right to seek full judicial remedies, including injunctive relief and damages, for any claimed violation of this Article in addition to all other remedies provided by this Agreement.
- 24.5 Neither NUHW, nor its agents, shall purchase billboard, bench, newspaper, TV, radio or magazine advertisement disparaging the Employer or its services during the life of this Agreement.
- 24.6 Neither the Employer, nor its agents, shall purchase billboard, bench, newspaper, TV, radio or magazine advertisements disparaging NUHW or its services during the life of this Agreement.

ARTICLE 25 – NEW EMPLOYEE ORIENTATION

At the time a new employee is hired who will be subject to this Agreement, the Employer shall provide the Union thirty (30) minutes of time during the Employer's normal orientation program to provide a new member orientation for new bargaining unit employees. The Employer shall provide the Union notice at least fourteen (14) days in advance of new employee orientations.

Written requests made within two (2) business days following such notice being provided to the Union for steward release without loss of pay for this purpose will not be unreasonably denied.

ARTICLE 26 – POSITION POSTING AND FILLING OF VACANCIES

26.1 POSTING NEW AND EXISTING POSITION VACANCIES

- a. Before being posted externally, an open position covered by this agreement for which the Employer is recruiting shall be posted for seven (7) calendar days on the Employer's internal job posting system so that employees in the bargaining unit who wish to do so and who think they may be qualified shall have an opportunity to apply.
- b. Postings for positions shall include the specific qualifications and, with the exception of per diem postings, the specific schedule, shift, and weekly hours, unless the schedule is varied, in which case the applicable parameters of the varied work days and/or hours shall be included.

26.2 PREFERENCE IN FILLING VACANCIES

- a. At the end of the seven (7) calendar days, if there are applicants from within the bargaining unit who meet the qualifications of the job as stated in the posting, an applicant shall be awarded the vacant position, by seniority, according to the following order.
 - i. Regular full-time and regular part-time employees within the department
 - ii. Short-hour and Per Diem employees within the department
 - iii. Regular full-time and regular part-time employees from all departments
 - iv. Short-hour and Per Diem employees from all departments
 - v. Former bargaining unit employees who have been displaced for less than one (1) year
 - vi. Other applicants
- b. At the end of the seven (7) calendar days, if no applicants as listed above are awarded the vacant position, the Employer may hire any applicant it prefers, whether from inside or outside of the bargaining unit.

ARTICLE 27 – BARGAINING UNIT WORK AND SUBCONTRACTING

27.1 SUBCONTRACTING

- a. The Employer and the Union agree that it is in the interest of both parties to promote the long-term health and growth of the Employer and the job security of its employees.

- b. Should the Employer desire to subcontract work currently performed by members of the bargaining unit, it shall first give the Union advance notice of at least ninety (90) days and, upon request, bargain in good faith regarding its effects on the employees. The Employer will consider alternatives proposed by the Union. In the event the Employer decides to contract out the work after meeting with the Union, the Employer will use its best efforts to have the contractor hire the employees who would be displaced by the subcontracting.

27.2 NON-BARGAINING UNIT PERSONNEL PERFORMING BARGAINING UNIT WORK

- a. The parties agree that supervisors shall not perform bargaining unit work except where an emergency exists and immediate action is required.
- b. The parties recognize that other non-bargaining unit and non-Sutter personnel may only perform bargaining unit work in the following circumstances to the extent it has been performed in the past and provided such work will not cause a displacement or daily cancellation of bargaining unit personnel:
 - i. Where an emergency exists and immediate action is required;
 - ii. In the course of instructing or training employees in the performance of their job duties;
 - iii. Where the Employer lacks the necessary equipment.
 - iv. To cover work for a displaced employee where and when no per diem employee is available and a position has been posted but is not yet filled.

ARTICLE 28 – EMPLOYEE EVALUATIONS

- 28.1 The Employer shall evaluate performance of all employees at least once a year.
- 28.2 Performance evaluations shall be based on objective and observable behaviors or activities of the duties required of the position.
- 28.3 Performance evaluations are to be used as a teaching tool, providing an opportunity for feedback, recognition, and identification of mutual areas of interest.
- 28.4 Performance evaluations are not corrective actions and will not be used for corrective action or termination, for denying transfers or promotions, or for purposes of granting or withholding of annual wage increases.
- 28.5 Performance evaluations will not be subject to the grievance procedure. If the employee disagrees with the performance evaluation, the employee can express their disagreement with the evaluation in writing and attach it to the performance evaluation.

ARTICLE 29 – CORRECTIVE ACTION

29.1 JUST CAUSE

The Employer may issue corrective action or discharge any employee for just cause.

29.2 INTRODUCTORY EMPLOYEES

Introductory employees may be terminated at the Employer's sole discretion and without recourse to the Grievance and Arbitration procedure, except that the termination of an introductory employee for alleged discrimination shall be subject to the Grievance and Arbitration procedure.

29.3 PROGRESSIVE CORRECTIVE ACTION

Progressive discipline will generally be applied by the Employer following the steps listed below. However, the Employer may impose discipline (up to and including termination) at the level commensurate to the employee's infraction. Supervisors are encouraged to coach employees before commencing corrective action. However, if warranted, the process of progressive corrective action may skip coaching and steps below, depending on the seriousness of the offense and all pertinent facts and circumstances.

- a. First written warning
- b. Second written warning
- c. Final written warning or final written warning with suspension
- d. Involuntary termination

29.4 TIMELY CORRECTIVE ACTION

It is the intent of the Employer to take corrective action as close to the date of the alleged offense or discovery thereof, considering the time to conduct a sufficient and fair investigation (including the employee's, manager's, and witnesses' time off).

29.5 RELEVANT DOCUMENTS

In the event the Employer disciplines or terminates an employee, the Employer will, at the written request of the employee and/or Union, furnish copies of necessary and/or relevant documents or written statements used by the Employer as a basis for the disciplinary action.

29.6 RIGHT TO RESPOND IN WRITING

Employees shall have the right to respond in writing to any written disciplinary notices and documentation of employee counseling sessions and shall have that response attached to the relevant material.

29.7 NOTICE OF TERMINATION

Except in the case of termination of a probationary employee, written notice of discharge will be faxed or emailed to the Union and sent to the employee within seventy-two (72) hours after such action. The notice will state the cause of the discharge.

29.8 ACTIVE PERIOD

- a. All corrective action notices shall be maintained in the employee's file and shall not be removed, unless agreed to in writing by the Employer and the Union. All corrective action, except as noted below, may be used by the Employer to demonstrate prior notice to employee of expectations and/or the existence of prior corrective action.
- b. First and Second Written Warning Corrective Action Notices will not be used to substantiate any further corrective action or be presented by the Employer in any of the steps of the Grievance Procedure for purposes of progressive corrective action one (1) year following the date of the Corrective Action Notice, provided there is no further similar corrective action taken during this period and the employee does not demonstrate a pattern of similar behavior. For purposes of calculating the one (1) year period, leaves of absences are not included.
- c. However, disciplines in the following general areas are an exception to the above:
 - i. Bona fide harassment, discrimination, and/or retaliation
 - ii. Patient abuse
 - iii. Falsification of records
 - iv. Theft
 - v. Failure to maintain required licensure and/or certifications
 - vi. of the Substance Abuse policy or the Disruptive Behavior and Prevention of Workplace Violence policy.
 - vii. Violence

ARTICLE 30 – EXEMPT EMPLOYEES

30.1 EXEMPT AND NON-EXEMPT EMPLOYEES

- a. The parties mutually recognize the professional exempt status of those employees who meet the Exempt duties tests and applicable education tests under applicable law, and who meet the minimum salary requirement of two (2) times the California minimum wage for full-time employment annualized.
- b. Exempt employees shall be paid on a salary basis and are not eligible for overtime. Non-exempt employees shall be paid on an hourly basis and are eligible for overtime.

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

30.2 PROFESSIONAL HOURS AND GUARANTEED SALARY FOR EXEMPT EMPLOYEES

- a. Both parties recognize the professional nature of the work performed by the exempt employees covered by this Agreement. While each full-time employee, for example, will be scheduled to work forty (40) hours in a week, the employee's assigned daily and weekly work schedule may vary due to time requirements of specific assignments and seasonal variations in workload. Each exempt employee is entitled to build into their schedule time to take a meal period, but exempt employees will not clock in or clock out for meal periods.
- b. The parties acknowledge that a need for staffing changes among exempt employees may arise, for example due to staffing shortages, leaves of absence, resignations, or other circumstances. If appropriate for the situation, the Employer may post positions. The parties acknowledge that on occasion the need will arise for employees to work days or shifts that differ from their regular work schedule. In such cases, the following procedures shall apply:
 - i. If it is the occasional, single instance of needed coverage, the Employer shall make every reasonable effort to secure voluntary coverage before mandating an employee to change their work schedule to cover the need.
 - ii. If the need for coverage is greater or more regular than that, the Employer shall promptly notify the Union of such need and the parties shall promptly meet to discuss terms and conditions for the fair distribution of coverage.
 - iii. If the Employer's need is for permanent change to an employee's regular work schedule, the Employer shall notify the Union about the change and provide a complete list of available work schedules for exempt bargaining unit employees based on staffing and patient care needs.
 - (1) The Union may propose alternatives to the Employer concerning the available work schedules, and the Employer shall meet with the Union to discuss those alternatives. Before making any final decision as to work schedules, the Employer shall make an earnest effort to hear the employees' concerns. The Employer will incorporate as much of the Union's input as possible, including reaching an agreement, that meets its scheduling needs.

- (2) The Parties shall then bargain over the manner in which employees shall select from available work schedules, such as by seniority. Employees must be competent and qualified to perform the work of the schedule selected.
 - (3) The new work schedules, including any changes due to this process, shall not be implemented sooner than fifty (50) days from the time the Employer notified the Union about the needed change, unless otherwise agreed by the Parties.
- c. While exempt employees may benefit from the flexibility of work hours and are entitled to use their professional judgment in flexing their work hours, they also bear a responsibility both to their workloads or caseloads and to their departments/clinics, and they are generally expected to work the number of hours regularly scheduled and complete their assigned work.
 - d. Where conditions require that exempt employees work beyond their scheduled hours to complete professional tasks related to their workloads or caseloads, they will not receive additional compensation. Similarly, it is understood that partial day absences (such as a personal appointment) will not result in reduced compensation or deductions from PTO banks, unless the employee requests a deduction from their PTO bank.
 - e. An exempt employee will receive an amount equal to their full salary for any workweek in which they perform any work, regardless of the number of days or hours worked, subject to the deductions from salary and/or PTO banks that are permitted by state and federal law for salaried employees and pursuant to this Agreement.

30.3 DEDUCTIONS AND ABSENCES FOR EXEMPT EMPLOYEES

a. Deductions for Full-Day Absences Generally

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

- i. Absence from work for one or more full days for personal reasons, other than sickness or disability;
- ii. Absence from work for one or more full days due to sickness or disability;
- iii. Proportionate rate of full salary for time actually worked in the first and last weeks of employment; and,
- iv. Unpaid leave taken pursuant to the Family and Medical Leave Act (FMLA)

b. Deductions for Partial Day Absences Generally

In the event an exempt employee works some portion, but not all, of their scheduled hours in a work day, the employee will receive an amount equal to their guaranteed salary for that day. If, however, an employee has been approved for intermittent

family/medical leave (FMLA), the Employer may make deductions for partial day absences if no paid leave time is available. Employees should inform their supervisors in advance of any partial day absences whenever possible. Generally, exempt employees are expected to work their full schedules, so excessive partial day absences may be subject to performance management under applicable policy.

c. Work Not Available

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

d. Absences for Exempt Employees with Banked PTO hours

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

e. Absences for Exempt Employees with No Banked PTO Hours

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

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

ARTICLE 31 – NONEXEMPT EMPLOYEES

31.1 WORK WEEK/WORK DAY

The straight time workweek shall be forty (40) hours, five (5) days per week. A straight time day's work will consist of no more than eight (8) hours.

31.2 OVERTIME

- a. Employees shall receive daily overtime for all work beyond eight (8) hours in a day at time and one-half (1½) of the regular rate up to twelve (12) hours, and double time thereafter.
- b. Employees shall receive overtime at time and one-half (1½) of the regular rate for all work after forty (40) hours in a workweek.
- c. All paid hours shall be counted in the computation of overtime, except for Standby (though Call Back shall be counted), Jury Duty Pay, Bereavement Leave, Educational Leave, and PTO.
- d. There shall be no pyramiding of overtime. An employee is considered to be working overtime only if overtime pay is due an employee specifically for said work. An employee is not necessarily working overtime for all hours in excess of forty (40) in a workweek if, for example, the employee worked a double-shift earlier in that week; in that example, the employee worked overtime during the second shift of the double, but is not working overtime later in the week when they are working a regularly-scheduled shift that brings their weekly hours above forty (40). If, however, that employee works *another* extra shift that week, that additional shift would constitute overtime work.

31.3 REPORTING PAY

- a. An employee who reports to work as scheduled but is not put to work or works less than half the employee's scheduled day's work shall be paid for half the scheduled day's work, but in no event for less than two (2) hours at the employee's regular rate of pay plus any applicable differentials and premiums. An employee who reports to work and works half or more than half but not all of the employee's scheduled day's

work shall be paid for all hours worked at the employee's regular rate of pay plus any applicable differentials and premiums.

- b. In the event that the Employer wishes to cancel an employee before they report to work, the Employer shall call the employee at least two (2) hours prior to the start of the employee's shift. A text message absent a phone call shall not amount to notification of cancellation.

31.4 REST BETWEEN SHIFTS

Employees shall have an unbroken rest period of at least eight (8) hours between shifts. All hours worked within the above rest period shall be paid at the rate of time and one-half (1 ½). Overtime for which premium pay is given shall count as rest periods for purposes of this Paragraph.

ARTICLE 32 – REST BREAKS AND MEAL PERIODS

32.1 REST BREAKS

All employees are entitled to uninterrupted, paid rest break periods during their workday.

32.2 NUMBER OF REST BREAKS

Employees are entitled to one (1) 15-minute rest break for every four (4) hours of work (or major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

32.3 TIMING OF REST BREAKS

Ideally, employees should take a rest break around the middle of each four-hour work period, but breaks shall be scheduled so as not to disrupt patient care.

32.4 MEAL PERIOD

All nonexempt employees who work five (5) hours or more in a workday will be provided an uninterrupted unpaid meal period of thirty (30) minutes. During this meal period, employees will be relieved of all duty. If an employee's total work period for the day is more than five hours per day but no more than six hours, said employee may waive the meal period.

32.5 TIMING OF MEAL PERIOD

A meal period will be provided no later than the beginning of an employee's fifth hour of work.

32.6 SECOND MEAL PERIOD

If an employee works more than ten (10) hours in a day, said employee will be provided a second, unpaid meal period of thirty (30) minutes.

ARTICLE 33 – REPLACEMENT OF WORKERS / NORMAL DAY’S WORK

In the event employees are absent, the Employer will endeavor to replace such employees if the Employer sees the need to do so from an operational standpoint. If employees who are absent are not replaced, the remaining employees will be expected to perform only a normal full day's work.

ARTICLE 34 – PAID TIME OFF (PTO)

34.1 PAID TIME OFF (PTO)

- a. PTO is leave with pay designed to compensate full-time, part-time, ~~temporary~~, limited term, and short hour employees for time worked due to vacation, holidays, sick days, and personal days. The amount of PTO accrued during the pay period and total PTO accrual shall be designated on an employee's paycheck. Employees shall be eligible to accrue PTO on their first day classified as a full-time, part-time or short hour employee. PTO shall not be considered time worked for the purposes of computing overtime.
- b. Except in the case of an unscheduled absence, PTO is to be scheduled and approved in advance; see Article 34 (PTO Scheduling). Requests will not be unreasonably denied.
- c. Accrual of PTO: PTO accrues in each pay period based upon all hours paid, including overtime, exclusive of standby, call-back guarantee, and missed meal/break premiums. PTO is accrued based on a maximum of eighty (80) hours paid per pay period. Employees will continue to earn the above stated hourly PTO credits while on low census/Hospital Requested Absent Day (HRAD).
- d. During the first four (4) months of employment, newly-hired employees assigned to departments that are not staffed on holidays will be allowed to have a temporary negative balance in their PTO bank and will be paid for the holiday if the employee was scheduled to work and the employee requests to use PTO. However, the negative balance is not to exceed the number of scheduled hours attributed to the holiday.

34.2 ACCRUAL

- a. PTO accrual is determined by the employee's PTO-eligible years of service according to the accrual table below:

Year of eligible service (Change processed at start of pay period) (26 pay periods in 1 yr)	Rate Per Eligible Hour	Maximum Accrual per Pay Period	Annual Accrual Rate Full-Time
Less than 3 years (0 to 35 months)	.1000	8	26 days (208 hours)
3rd through end of 7th year (36 – 95 months)	.1192	9.54	31 days (248 hours)
8th through end of 10th year (96 – 131 months)	.1385	11.08	36 days (288 hours)
11th year and above (132+ months)	.1577	12.62	41 days (328 hours)

- b. PTO pay includes the employee’s base hourly rate and applicable shift differential, if any.

34.3 USE OF PTO

- a. PTO may be used after it is posted to the employee’s account at the end of each pay period.
- b. Except in the case of the employee’s illness or emergency, PTO must be scheduled in advance and approved by an employee’s supervisor. Approval shall not be unreasonably denied.
- c. An employee may use PTO to care for their ill or injured child or spouse.
- d. PTO may not be taken in excess of FTE status except as provided below:
 - If a supervisor requests an employee to work unscheduled hours during a pay period in which PTO has been scheduled or used (as in illness or emergency), the employee may request that PTO be paid in addition to the payment for the unscheduled hours worked.
- e. PTO may be used for low census call off (HRAD) to maintain the pay for FTE status at the employee’s discretion. An employee shall not be required to use PTO for low census call off.
- f. PTO used for an employee’s illness or disability may be integrated with benefits provided under State Disability Insurance so that the combination of payments approximates an employee’s FTE status.
- g. PTO shall accrue and be paid based on the employee’s regular rate of pay on the employee’s primary shift including any shift differential.
- h. Supervisors may in advance approve unpaid scheduled time off for employees not to exceed sixteen (16) hours for 8-hour employees, twenty (20) hours for 10-hour employees, and twenty-four (24) hours for 12-hour employees per calendar year.

Employees must submit their request for unpaid time off at least 48 hours prior to the scheduled shift for which they are requesting to take unpaid time off. Supervisors shall make every effort to find and arrange staffing coverage in order to honor such requests, and such requests shall not be unreasonably denied.

34.4 All accrued but unused PTO is paid at the time of separation of employment.

34.5 VOLUNTARY PTO SELL-BACK

- a. All employees eligible to accrue PTO, who have a PTO bank balance of at least eighty (80) hours, shall be eligible to request a “sell-back” of PTO hours no greater than eighty (80) hours once during a calendar year. The requested “sell-back” hours will be paid on the first pay date in April of each year.
- b. The following requirements must be satisfied:
 - i. The employee can only cash out hours that will maintain a balance of eighty (80) hours in their PTO bank.
 - ii. All employees requesting to “sell-back” PTO hours must submit and acknowledge a request through the Employee Self Service (ESS) for final approval and delivery to the Payroll department. Payroll will review the request to determine if sufficient PTO hours are available to maintain a balance of eighty hours. All sell-back requests must be received by Payroll no later than the identified due date for the sell-back period.
 - iii. PTO hours will be deducted from the employee’s PTO bank. These hours will be converted to dollars based on the employee’s current hourly rate including any applicable differentials and distributed via normal payroll distribution channels. This amount may be subject to a penalty/forfeiture as required by the IRS.

34.6 MANDATORY PTO PAYOUT

- a. Employees who have accumulated PTO hours in excess of three hundred and twenty-eight (328) hours shall receive an annual payout down to three hundred and twenty-eight (328) hours on the first pay date in December.
- b. PTO hours will be deducted from the employee’s PTO bank. These hours will be converted to dollars based on the employee’s current hourly rate including any shift differential and subject to all applicable payroll taxes.
- c. Employees do not receive pension credit for the hours paid out, but will receive pension credit for the compensation value.

34.7 PTO PAYMENT DUE TO HARDSHIP

- a. Hardship is an extreme financial hardship as a result of catastrophic events beyond the employee's control as defined in the Employer’s PTO policy. The definition of

hardship in the policy may be modified as required by law. If the law modifies the definition of hardship, the modified definition will be applied to this provision.

- b. Employees who have a PTO bank balance of more than eighty (80) hours are eligible to request a PTO payment due to hardship outside of the designated sell back periods once per rolling backward twelve 12-month period. Documentation of circumstances will may be required prior to approval.
- c. Employees requesting PTO payment must complete the required forms and submit proper documentation. This amount may be subject to a penalty/forfeiture as required by the IRS.

34.8 DONATION OF PTO TO AN EMPLOYEE UNDER EMERGENCY CIRCUMSTANCES

Employees who have a PTO bank balance are eligible to request a transfer of any amount of accrued PTO hours to another PTO-eligible employee at the same affiliate or legal entity who has experienced an unanticipated Medical Emergency. Employees can contribute hours but must maintain a balance of at least eighty (80) hours in their PTO bank. Medical emergency is a medical condition of the employee or an employee's family member as defined in the Employer's PTO policy. The definition of medical emergency in the policy may be modified as required by law. If the law modifies the definition of medical emergency, the modified definition will be applied to this provision and our policy and will not be subject to bargaining. Prior to requesting PTO donations, an employee or designee must submit a Request for PTO Donation claiming a medical emergency.

34.9 REQUIREMENT TO USE PTO

- a. Unless prohibited by a regulatory requirement allowing optional PTO use, (e.g., FMLA, CFRA, CA Pregnancy Disability Leave (PDL), Military leave, etc.), the Employer generally requires the use of accrued and available PTO during leave. PTO, if elected or required for use, is integrated with all forms of wage replacement up to approximately 100% of Pre-Disability Gross Earnings.
- b. Employees can elect whether or not to use accrued PTO for up to two (2) work days scheduled off per calendar year, as specified above.
- c. Employees can elect (unless PTO use is required) whether or not to use accrued PTO to cover any applicable elimination period (such as the elimination periods for Short Term Disability), and to integrate PTO with other wage replacement benefits.
- d. If the employee does not affirmatively decline using PTO or if PTO use is required, the Employer shall integrate accrued PTO with all applicable forms of wage replacement.

ARTICLE 35 – PTO SCHEDULING

- 35.1 Employees must submit PTO requests a minimum of twenty-one (21) days prior to the posting of the schedule to a maximum of one year in advance of requested time off. Managers will respond to the vacation request by either approving or denying the request as soon as possible, but no longer than seven (7) calendar days from date of request. Approval shall not be unreasonably denied. Employees who submit PTO requests less than twenty-one (21) days in advance of the schedule will be approved based on operational considerations and shall not be unreasonably denied. If two employees request the same dates for time off the Psychiatric Center will approve it based on the request that was submitted first.
- 35.2 Though the above terms (covering PTO Scheduling only) are agreed upon by the parties, the Employer shall provide the Union with 90 days of advance notice of any desire to modify the practices (though not the time-frames) around the above terms and shall bargain with the Union over both the decision and the effects of any proposed changes.

ARTICLE 36 – HOLIDAYS

- 36.1 The following shall be recognized holidays:
- New Year's Day
 - Dr. Martin Luther King Jr.'s Birthday
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Friday following Thanksgiving
 - Christmas Day
- 36.2 Non-exempt employees assigned to work on a recognized holiday shall be paid at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked on such holiday.
- 36.3 Non-exempt employees assigned to work on an observed holiday, if different from the actual holiday, shall be paid at the rate of time and a half (1.5x) their regular rate of pay for all hours worked on such observed holiday.
- 36.4 When a non-exempt employee works a holiday shift for which shift differential is also paid, the shift differential is included in the calculation of the holiday rate of pay (one and one-half [1 1/2] times the employee's base pay plus shift differential).

ARTICLE 37 – MEDICAL / DENTAL / VISION

37.1 BENEFIT EFFECTIVE DATE

- a. Full-time, part-time, temporary, and limited term employees become eligible for medical, dental, and vision benefits on the first day of the month following completion of thirty (30) days of employment but no later than sixty (60) days from the date of hire.
- b. Medical, dental, and vision benefits are effective the first day of the month following thirty (30) days after the date of hire or thirty (30) days after an event that puts an employee into a benefit eligible position.

37.2 BENEFIT ELIGIBILITY

All full-time, part-time, and limited-term employees are eligible to enroll in Medical, Dental, and Vision benefits (along with Supplemental Life Insurance Benefits, buy-up Long Term Disability, Flexible Spending Accounts and Voluntary Benefits).

37.3 ADDITIONAL ENROLLEES

- a. Eligible employees may also enroll spouses, domestic partners and dependents into medical, dental, vision or supplemental life insurance. Documentation verifying dependent eligibility, including marriage, domestic partnership, and dependent births is required. Coverage for the employee's dependents is effective the first day of the month following thirty (30) days after receipt of applicable documentation. Enrollment and receipt of applicable documentation must be received within sixty (60) days of the qualifying event date.
- b. An eligible employee who chooses to do so may add his or her domestic partner.

37.4 MEDICAL BENEFITS

All benefited employees shall be enrolled in the SutterSelect Health Plan, and shall be given the choice of either the EPO Plus option, the EPO Plus – 30 hour option, or the PPO option, with the exception of those who decline coverage. See Appendix B for further details on copays, maximums, and deductibles.

37.5 DENTAL BENEFITS

All benefited employees shall be enrolled in either the Delta Dental PPO Plan, the Delta Dental PPO Plus Plan, or the Dental DMO Plan, at the employee's choice, with the exception of those who decline coverage. See Appendix B for further details on copays, maximums, and deductibles.

37.6 VISION BENEFITS

All benefited employees shall be enrolled in either the VSP Vision Plan or the VSP Vision Plus Plan, at the employee's choice. See Appendix B for further details on copays, maximums, and deductibles.

37.7 BENEFIT OPTION SELECTION

Upon initial enrollment, eligible employees may elect a benefit option: Employee Only, Employee + Spouse, Employee + Child(ren), or Employee + Family. Benefit option selections can only be changed upon occurrence of a qualified change in family status, such as marriage, divorce, birth of a child, death of a child or spouse, or during the designated open enrollment period. Changes made during open enrollment take effect January 1st of the year following open enrollment.

37.8 PREMIUMS

The Employer shall pay 100% of the premiums for employee, spouse/domestic partner, and dependent coverage for the SutterSelect EPO Plus Plan, the Dental DMO Plan, and the VSP Vision Plan. The Employer and employees shall share the cost for other plans in the following proportions:

Plan	Plan Option	Employee contribution	Employer contribution
SutterSelect EPO Plus	Employee Only	0%	100%
	Employee + Spouse	0%	100%
	Employee + Child(ren)	0%	100%
	Employee + Family	0%	100%
SutterSelect EPO Plus - 30 Hour	Employee Only	0%	100%
	Employee + Spouse	0%	100%
	Employee + Child(ren)	0%	100%
	Employee + Family	0%	100%
SutterSelect PPO	Employee Only	25% Effective 1/1/25: 27%	75% Effective 1/1/25: 73%
	Employee + Spouse	25% Effective 1/1/25: 27%	75% Effective 1/1/25: 73%
	Employee + Child(ren)	25% Effective 1/1/25: 27%	75% Effective 1/1/25: 73%

Plan	Plan Option	Employee contribution	Employer contribution
SutterSelect PPO	Employee + Family	25% Effective 1/1/25: 27%	75% Effective 1/1/25: 73%
Delta Dental PPO Plus Plan	Employee Only	10%	90%
	Employee + Spouse	25%	75%
	Employee + Child(ren)	25%	75%
	Employee + Family	25%	75%
Delta Dental PPO Plan	Employee Only	10%	90%
	Employee + Spouse	25%	75%
	Employee + Child(ren)	25%	75%
	Employee + Family	25%	75%
Dental DMO Plan	Employee Only	0%	100%
	Employee + Spouse	0%	100%
	Employee + Child(ren)	0%	100%
	Employee + Family	0%	100%
VSP Vision Plan	Employee Only	0%	100%
	Employee + Spouse	0%	100%
	Employee + Child(ren)	0%	100%
	Employee + Family	0%	100%
VSP Vision Plus Plan	Employee Only	Difference between VSP Vision Plan and VSP Vision Plus Plan (65%)	VSP Vision Plan Contribution (35%)
	Employee + Spouse	Difference between VSP Vision Plan and VSP Vision Plus Plan (65%)	VSP Vision Plan Contribution (35%)
	Employee + Child(ren)	Difference between VSP Vision Plan and VSP Vision Plus Plan (65%)	VSP Vision Plan Contribution (35%)

Plan	Plan Option	Employee contribution	Employer contribution
VSP Vision Plus Plan	Employee + Family	Difference between VSP Vision Plan and VSP Vision Plus Plan (65%)	VSP Vision Plan Contribution (35%)

37.9 BENEFIT CHANGES EFFECTIVE JANUARY 1, 2025, AS FOLLOWS

a. EPO Plus Plan

- i. Increase ER copay from \$50 to \$75
- ii. Increase Specialist copay from \$20 to \$30
- iii. Prescription copays will not apply to medical out-of-pocket maximum
- iv. Increase RX copays from \$5/\$20/\$40 to \$10/\$30/\$50 Mail order Rx copays from \$10/\$40/\$80 to \$20/\$60/\$120
- v. Increase Non-Preferred Specialty RX copay from \$50 to \$75
- vi. Discontinued Rx Therapeutic Benefit (TB) Program (for high blood pressure, high cholesterol, diabetes drugs)
 - (1) Generic TB drugs: EPO Plus copay: From \$0 to \$10 | PPO copay: from \$0 to \$10
 - (2) Brand TB drugs: EPO Plus copay: From \$5 to \$30 | PPO copay: from \$10 to \$30
- vii. Prescription copays out-of-pocket maximum: \$750 individual / \$1,500 family

b. PPO Plan

- i. Prescription copays will not apply to medical out-of-pocket maximum
- ii. Increase RX copays from \$5/\$20/\$40 to \$10/\$30/\$50 (corresponding changes to mail order copays) Mail order Rx copays from \$10/\$40/\$80 to \$20/\$60/\$120
- iii. Increase Non-Preferred Specialty RX copay from \$50 to \$75
- iv. Discontinued Rx Therapeutic Benefit (TB) Program (for high blood pressure, high cholesterol, diabetes drugs)
 - (1) Generic TB drugs: EPO Plus copay: From \$0 to \$10 | PPO copay: from \$0 to \$10
 - (2) Brand TB drugs: EPO Plus copay: From \$5 to \$30 | PPO copay: from \$10 to \$30

c. Prescription copays out-of-pocket maximum: \$750 individual / \$1,500 family

37.10 MEDICAL AND DENTAL PLAN REBATES

Benefit-eligible employees who decline to enroll in the Employer's Health and/or Dental programs may receive rebate dollars in the following amounts:

- a. Medical rebate: \$1,200 per year or \$46.15 per pay period
- b. Dental rebate: \$130 per year or \$5 per pay period

The amount(s) shall be prorated, and payment shall be made every pay period.

37.11 HEALTH CARE FLEXIBLE SPENDING ACCOUNT

- a. The maximum amount that a Participant may allocate for unreimbursed health expenses shall be two thousand six hundred fifty dollars (\$2,650.00) per calendar year.
- b. All claims incurred in the prior year along with the necessary substantiation must be submitted by April 15th of the following year. The Health Care Flexible Spending Account also has a grace period that follows the end of the calendar year during which any unused amount allocated to the Health Care Flexible Spending Account at the end of the calendar year may be used to reimburse eligible health care expenses incurred during the grace period. The grace period begins on the first day of the next calendar year and ends two (2) months and fifteen (15) days later. Health Care Flexible Spending Account contributions not used per guidelines above will be forfeited.
- c. The IRS determines eligible expenses for the Health Care Flexible Spending Account. A list of eligible expenses is available by contacting the FSA claims administrator.

37.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

- a. The maximum amount that a Participant may allocate for unreimbursed health expenses related to dependent care assistance shall be five thousand dollars (\$5,000.00) per household, or two thousand five hundred dollars (\$2,500.00) if married, filing separately.
- b. All claims incurred in the prior year along with the necessary substantiation must be submitted by April 15th of the following year. The Dependent Care Flexible Spending Account also has a grace period that follows the end of the calendar year during which any unused amount allocated to the Dependent Care Flexible Spending Account at the end of the calendar year may be used to reimburse eligible health care expenses incurred during the grace period. The grace period begins on the first day of the next calendar year and ends two (2) months and fifteen (15) days later. Dependent Care Flexible Spending Account contributions not used per guidelines above will be forfeited.

- c. The IRS determines eligible expenses for the Dependent Care Flexible Spending Account. A list of eligible expenses is available by contacting the FSA claims administrator.

ARTICLE 38 – RETIREMENT BENEFITS

38.1 PENSION PLAN

- a. Participation

All eligible bargaining unit employees shall be enrolled in the Enhanced Cash Balance Design of the Sutter Health Retirement Plan (“SHRP”), subject to the terms and conditions of the Plan document.

- b. Vesting

Vesting occurs after three calendar years with at least 1,000 hours of service.

- c. Service Years and Hours

- i. Employees will have all eligible years of service (including years of service prior to the effective date of this Agreement in the bargaining unit or in the employment of any Sutter affiliate) count toward both years of vesting service and years of benefit service.
- ii. Current employees shall have their eligibility for retirement benefits under the SHRP calculated from their date of hire.
- iii. For purposes of calculating years of service in the SHRP, employees will receive one year of service credit for each calendar year in which they have at least 1,000 hours of service, as defined by the terms of the Plan.
- iv. Dispute Resolution: Except as provided herein, the SHRP Plan Document provides a detailed description of the SHRP provisions and is the governing document when interpreting plan provisions. Any disputes or claims for benefits will be handled in accordance with the steps outlined in the SHRP Plan Document.

38.2 403(B)

- a. Participation

The Employer will provide the Sutter Health 403(b) Savings Plan (the “Savings Plan”) to all full-time, part-time, short hour, and per diem employees covered under this Agreement, subject to the terms and conditions of the Savings Plan.

b. Years of Service

The Savings Plan provides benefits to employees who complete a “Year of Service” between all Sutter Health affiliates. “Year of Service” means each “Plan Year” in which an eligible employee works, or is paid for, at least 1,000 hours. “Plan Year” means the twelve (12) consecutive month period ending on December 31.

c. Plan documents

Provisions of the relevant plan document(s) will continue to govern in all aspects.

d. Dispute resolution

Except as provided herein, the SHRP Plan Document provides a detailed description of the SHRP provisions and is the governing document when interpreting plan provisions. Any disputes or claims for benefits will be handled in accordance with the steps outlined in the SHRP Plan Document.

e. Vesting

- i. Vesting in the Savings Plan is based on Years of Service in the Sutter Health system. Eligible employees covered under this Agreement shall earn a Year of Service for each Plan Year during which the employee completes at least one thousand (1,000) hours of service for purposes of vesting or benefit accrual as appropriate. Service for an Affiliated Employer shall be recognized for vesting. Service for an Affiliated Employer before the Affiliated Employer became an Affiliated Employer shall be recognized as allowed by the plan document.
- ii. Eligible employees covered under this Agreement become 100% vested in any Employer Matching Contributions made to their account after three (3) Years of Service as indicated by the following chart.

Years of Service	Vested Percentage
Less than three (3) years	0%
Three (3) or more years	100%

- iii. Eligible employees covered under this Agreement will also become 100% vested when they attain normal retirement age (age 65), or if you become totally and permanently disabled as determined by the Social Security Administration while employed in the Sutter Health system, or if you die while employed.

f. Matching Formula

The Matching Contribution amount or formula is set forth as follows:

- i. Match Formula: The Employer matches 50% of employee pre-tax contributions and employee Roth contributions up to 6% of eligible compensation, up to a maximum Employer matching contribution of \$1,000 per year.

- ii. Match Frequency: Per pay period.

The current provider is Fidelity Investments.

38.3 RETIREE HEALTH

- a. The Employer will establish the Retiree Health Care Account (“RHCA”) for eligible bargaining unit employees. These funds may be used to pay for health insurance premiums, or for other HMO, PPO coverage before age sixty-five years (65) or for Medicare Part B premiums or Medicare Supplemental plans after age sixty-five years (65), as provided for by the terms of the RCHA plan.

- b. Eligibility for Retiree Health Care Account

All employees age fifty-five (55) or older with at least ten (10) years of service at a participating employer with five (5) years of continuous service in an eligible position with a participating employer immediately prior to or after meeting the minimum age requirement of fifty-five (55) are eligible for the RHCA. (A year of service is a calendar year—January 1 to December 31—in which an employee works at least 1,000 hours.)

- c. Retiree Health Care Account Value

Eligible employees will receive \$1,000 (one thousand dollars) Account Credit for each year of eligible service up to the established career maximum at retirement (or termination) for each year of service.

Retirement Age	Career Maximum In Account
55-59	\$25,000
60-64	\$30,000
65+	Uncapped

Examples

- i. Example 1: An employee who works at least until age fifty-five (55) but not until age sixty (60) with fifteen (15) years of service in an eligible position who meets the hours worked criterion will have \$15,000 in the health care account available to her or him at retirement to pay for medical, dental, and/or vision premiums.
- ii. Example 2: An employee who works at least until age sixty (60) with twenty (20) years of service in an eligible position who meets the hours worked criterion will have \$20,000 in the health care account available to her or him at retirement to pay for medical, dental, and/or vision premiums.
- iii. Example 3: An employee who works at least until age fifty-five (55) but not until age sixty (60) with thirty (30) years of service in an eligible position who meets

the hours worked criterion will have \$25,000 in the health care account available to her or him at retirement to pay for medical, dental, and/ or vision premiums.

- iv. Example 4: An employee who works at least until age sixty-five (65) with forty (40) years of service in an eligible position who meets the hours worked criterion will have \$40,000 in the health care account available to her or him at retirement to pay for medical, dental, and/ or vision premiums.

d. Educational Materials for Retirees

If any employee inquires of the Employer in writing about retirement benefits, the Employer shall provide the employee with additional information about retirement benefits. Additionally, any employee may at any time receive information about retirement by contacting the Sutter Health Employee Line at 916-297-8300 or toll-free at 855-398-1631.

e. Dispute Resolution for Retiree Health Care Account

Except as provided herein, the RHCA Plan Document provides a detailed description of the plan provisions and is the governing document when interpreting plan provisions. Any disputes or claims for benefits will be handled in accordance with the steps outlined in the Plan Document.

f. Early Retiree Medical Access Program

- i. The Psychiatric Center shall offer the Early Retiree Medical Access (ERMA) program. Full-time, part-time, and limited term employees shall be eligible for the ERMA program. The specifics of the program shall be available to employees and can be obtained during normal business hours by calling the Sutter Health Employee Line: 855-398-1631. The cost of the program shall be borne exclusively by the member and rates may be adjusted periodically by the carrier.
- ii. The Employer shall make no changes to any of the retirement programs above during the life of this Agreement. If, however, any change does occur to any of the retirement programs above through no fault of the Employer's, then the Employer shall notify the Union of such as soon as is possible and the parties shall, upon the request of either party, bargain over the effects of such change.

ARTICLE 39 – BEREAVEMENT LEAVE

- 39.1 All full time, part time, and limited term employees are eligible for bereavement leave. Short-Hour employees will be eligible for bereavement leave effective the start of the pay period following ratification.
- 39.2 Employees who experience the death of a Family member or Relative and intend to request bereavement leave must notify their supervisor as soon as possible of their need

for bereavement leave pay and time off. Management may request verification of death and/or relationship to the deceased.

- 39.3 In the event of the death of a Family member, employees may receive a maximum of three (3) days of bereavement leave pay, including applicable shift differentials.

Family member shall include the following: Spouse by marriage (not including common law marriage), registered domestic partner, parent, parent-in-law, child, grandchild, son-in-law, daughter-in-law, grandparent and sibling, individuals for whom the employee is the legal guardian, or other relative as defined below living in the employee's home. Step relationships are equal to blood relations and "great-grand" the same as "grand."

- 39.4 In the event of the death of a Relative, employees may receive a maximum of one (1) day of bereavement leave, including applicable shift differentials.

Relative shall include the following: Aunt, uncle, niece, nephew, cousin, grandparent-in-law and sibling-in-law. Step relationships are equal to blood relations and "great-grand" the same as "grand."

- 39.5 Bereavement leave days do not need to be taken consecutively but need to be taken within two (2) weeks (14 consecutive calendar days) of either the service (e.g. funeral, interment, cremation, memorial, etc.) or death. Compensation will be provided to replace regularly scheduled workdays missed and are not considered hours worked for the purpose of calculating overtime. The two-week time frame may be extended at the discretion of management as an accommodation due including, but not limited to, religious, cultural or geographic reason(s).

- 39.6 The Employer recognizes there may be a need for additional time off when a death occurs in the family and time is needed for the surviving family members to mourn the loss or when employees must travel extensively in order to make arrangements and/or attend funeral/memorial services. Additional time off – either Paid Time Off (PTO) or unpaid time off, where applicable, may be granted to the employee at the discretion of management.

- 39.7 Employees who are on Paid Time Off (PTO) when the death occurs are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in-lieu-of PTO hours.

- 39.8 Employees who are on an approved leave of absence during which they are integrating PTO hours are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in-lieu-of PTO hours. Any bereavement pay the employee receives in-lieu-of PTO hours must be reported to the Employment Development Department (EDD) and Short-Term Disability/Long-Term Disability carriers, if applicable. If the employee has chosen not to integrate PTO hours with disability payments, they are not eligible to receive bereavement leave pay.

39.9 Employees will accrue PTO hours on bereavement leave pay.

ARTICLE 40 – JURY DUTY

- 40.1 All full-time, part-time, short hour, and limited term employees are eligible for jury duty pay upon hire.
- 40.2 Employees who serve on Jury Duty will receive Jury Duty Pay for the time they are required to serve up to, but not exceeding, their regularly scheduled hours. Employees are required to provide proof of service to receive compensation.
- 40.3 Jury Duty Pay will be paid as base wages. Jury Duty hours are not considered hours worked for the purpose or calculating overtime.
- 40.4 An employee receiving a jury summons shall advise his/her supervisor as soon as possible, but no later than within three (3) days of its receipt.
- 40.5 To receive compensation once the employee reports for Jury Duty, eligible employees must select the telephone on-call option, if available. Employees electing the telephone on-call option are to report to work until such time as they are called in to physically report for service, unless excused in advance by their supervisor. Employees who are on call and have not reported for Jury Duty are not eligible for Jury Duty Pay under this policy until they report for Jury Duty.
- 40.6 When an employee is required to serve on his/her scheduled days off, the employee will not receive Jury Duty Pay for those days.
- 40.7 Employees who are on an approved leave of absence during which s/he is integrating PTO hours are eligible for any may request Jury Duty Pay. In such instances, Jury Duty Pay will be paid in-lieu-of PTO hours. Employees should note that Jury Duty service during a leave of absence might impact their disability claim, since the hours could be considered work. Additionally, employees on leave for their own illness and/or injury should consider checking with their doctor to verify they are able to participate in Jury Duty. Any Jury Duty Pay the employee receives in-lieu-of PTO hours must be reported to the Employment Development Department (EDD) and Short-Term Disability/Long-Term Disability carriers, if applicable. If the employee has chosen not to integrate PTO hours with disability payments, s/he is not eligible to receive Jury Duty Pay.
- 40.8 An employee who has been selected and wishes to serve on a Civil Grand Jury that is voluntary in nature needs to provide advance notice and receive authorization from his/her supervisor prior to serving. If approved, the employee will utilize accrued PTO since Civil Grand Jury service that is voluntary in nature is exuded from coverage under this policy.

- 40.9 If an employee is on Jury Duty for less than half of his/her shift, s/he should call his/her supervisor to find out whether s/he needs to return to work. The supervisor's decision will depend on a number of factors, including the time it takes the employee to get to work, length of shift remaining, and staffing. If the supervisor determines the employee doesn't need to return to work, the employee will receive Jury Duty Pay for the full shift. Supervisors have the option of excusing employees for the full shift in advance.
- 40.10 Employees will accrue PTO hours on Jury Duty Pay.

ARTICLE 41 – LIFE INSURANCE

- 41.1 The Medical Center will provide each eligible employee with life insurance and accidental death and dismemberment insurance coverage according to the following schedule: The basic life and AD&D insurance benefit is \$50,000. Eligible employees may also elect supplemental life insurance within 60 days from the effective date in a benefits-eligible status or during open enrollment. After a guarantee issue amount, coverage is subject to underwriting requirements established by the carrier. Guarantee issue amount is only applicable during the employee's initial eligibility.
- 41.2 Special provisions apply to employees over age 70, as described in the Group Term Life Insurance Certificate.

ARTICLE 42 – SHORT-TERM DISABILITY (STD) SALARY CONTINUATION BENEFITS PROGRAM

- 42.1 The purpose of the program is to provide an additional income benefit to complement state and/or federal wage replacement programs for employees during an approved leave or when partially disabled and working in a reduced schedule and meet the qualifications to continue to receive STD benefits.
- 42.2 ELIGIBILITY

Regular full-time and part-time employees are eligible for coverage. STD eligibility begins on the day immediately following the date the employee completes three (3) months in a full-time or part-time position, as long as the employee is in an active status with the Employer and not currently in a leave status. To receive STD benefits under this program, the employee must be on an approved medical leave of absence and apply for state and/or federal wage replacement programs (i.e. State Disability Insurance (SDI), Social Security (SS), Total Temporary Disability (TTD)), where applicable. Details regarding the benefits and terms of coverage are outlined in the Human Resources Policy - Short Term Disability Salary Continuation.

42.3 BENEFITS PROVIDED

- a. STD is a supplemental wage replacement benefit provided to the employee in the event of total and continuous disability up to approximately sixty-six and two-thirds (66-2/3) of their normal pre-disability gross earnings when integrated with state and/or federal wage replacement programs.
- b. STD benefits may include salary continuance for employees who are temporarily and partially disabled. The benefit is integrated with any state and/or federal wage replacement programs and any pay received from light duty work.
- c. Employees can elect (on the Request for Leave of Absence form) whether to use accrued PTO to cover any applicable elimination period and to integrate PTO with other wage replacement benefits if the leave is covered under FMLA/CFRA, PDL, or Military Leave. If the employee does not affirmatively decline using PTO, the Employer shall integrate accrued PTO with all applicable forms of wage replacement. If the leave is not covered by FMLA/CFRA, PDL, or Military Leave, the Employer requires the use of accrued PTO.
- d. PTO may also be used to supplement state and/or federal wage replacement programs and STD to provide income up to approximately one hundred percent (100%) of pre-disability gross pay based upon FTE status. Payroll will automatically integrate PTO with the above benefits if the employee does not specifically designate on the Leave of Absence Request Form to not integrate PTO.

42.4 CALCULATION

- a. Day 0-3 (elimination period) will be unpaid under the STD benefit for occupational disabilities.
- b. Day 0-7 (elimination period) will be unpaid under the STD benefit for non-occupational disabilities.
- c. Day 8 (for approved STD claim for non-occupational disability) or day 4 (for approved STD claim for occupational disability) the employee will be paid the full salary continuation benefit less the maximum state and/or federal wage replacement or other anticipated income.

42.5 BENEFIT PERIOD

The maximum benefit period is one hundred and eighty (180) calendar days from the date the disability begins.

42.6 QUALIFYING PERIOD

Re-occurrence of the same disability within one hundred and eighty (180) calendar days of the onset of the original disability will be treated as a continuation of the original disability. The employee will not be subject to another elimination period; however, all time for the original period of disability will be counted in determining the remaining

benefit period. Once an employee has exhausted all of his or her one hundred and eighty (180) calendar days of disability of STD benefit, the employee will not be entitled to additional STD pay for the same disability until they have returned to work in active status, for a period exceeding one hundred and eighty (180) calendar days.

ARTICLE 43 – LONG-TERM DISABILITY (LTD)

- 43.1 Eligible employees shall receive Employer-paid core long-term disability insurance in the amount 60% of pre-disability earnings, as defined by the certificate of coverage, up to a maximum monthly benefit of \$5,000 and a maximum benefit period of 5 years. An eligible employee may buy up the long-term disability insurance that provides a benefit of 60% of pre-disability earnings up to a maximum monthly benefit of \$10,000 and a maximum benefit period to age 65 (or up to age 70 if the employee is over age 60). The employee pays premium for this insurance.
- 43.2 The employee must be scheduled to work at least 40 hours per pay period to be eligible for core and buy up long term disability insurance. A new employee becomes eligible the first day of the month following date of hire.
- 43.3 New or newly eligible employees must complete the enrollment process to purchase buy up long term disability insurance within 60 days of becoming eligible. If the employee does not enroll by the 60-day deadline, the employee will not be able to enroll in coverage until the next open enrollment period. Changes to buy up long term disability insurance may also be made at open enrollment.
- 43.4 Certain benefit limitations apply. The terms and conditions of the coverage are set forth in the certificate of coverage. The coverage shall be administered consistent with the certificate of coverage, contract with the carrier and the plan documents.
- 43.5 In the event there are modifications to the certificate of coverage, the contract with the carrier, or the plan documents, the Employer shall provide the Union with at least 30 days' notice of the changes.

ARTICLE 44 – PAID EDUCATIONAL LEAVE AND EDUCATIONAL REIMBURSEMENT

44.1 ELIGIBILITY

- a. The following employees are eligible for Tuition Reimbursement:

Full-time and part-time employees who have successfully completed their introductory period.

- b. Employee must remain an eligible employee for two (2) weeks beyond the last day of instruction.

44.2 ALLOWANCE

- a. The Employer shall provide up to \$2,500 per calendar year per employee.
- b. The Employer shall provide one hundred percent reimbursement for covered expenses up to the maximum per year.

44.3 ELIGIBLE COURSES

- a. Eligible courses must be offered through accredited institutions.
- b. Eligible courses must be intended to lead to improvement in skills and knowledge in the employee's present job or reasonable potential advancement to a higher skill level or position, or
- c. Also eligible are English as a second language (ESL) courses from an accredited institution.

44.4 EXCLUSIONS

- a. Seminars, conferences, and workshops, and
- b. Course work or other education involving sports, games, or hobbies unless that course work or education is related to the affiliate's business or required as part of the employee's degree program.

44.5 COVERED EXPENSES INCLUDE

Tuition fees, lab fees, registration fees, and costs of required textbooks (including electronic textbooks).

44.6 EXCLUDED EXPENSES INCLUDE BUT ARE NOT LIMITED TO

Costs of commuting, parking, application fees, ID fees, graduation fees, archive fees, deferred payment fees, late fees, entrance exams, expenses for miscellaneous school supplies, equipment (i.e. graphing calculator, laptop) and materials, uniforms, books that are not required by the course syllabus, cost for meals/lodging, and fees for non-residents that have not been previously approved by the Employer.

44.7 TIMELINES

The completed electronic Spend Authorization tool, located in the online portal, must be submitted no less than three (3) weeks prior to the start of the course.

44.8 REIMBURSEMENT

To receive reimbursement for an eligible course, employees shall submit the following items no later than four (4) months after the course has been completed including any required exams:

- a. A copy of the course syllabus to verify required textbooks;
- b. A canceled check or official receipt of payment made for tuition, allowable fees and receipts for textbooks;
- c. The official record indicating an acceptable grade (C or above) or satisfactory completion; or, for fall semester classes, a Projected Grade Letter form completed by the instructor(s) with the employee’s anticipated grade. The Projected Grade Letter form is available through the online portal.
- d. Paid tuition reimbursement is applied toward the benefit amount available for the calendar year in which the above items are submitted, so long as they are submitted on or before the first Friday in December. If they are submitted after the first Friday in December, the tuition reimbursement will be applied toward the benefit amount for the next calendar year.

44.9 PAID EDUCATIONAL LEAVE

- a. Employees with six (6) or more months of employment at the Employer shall be eligible for up to forty (40) hours of Paid Education Leave at their regular rate of pay per year of service as follows:

<u>Length of Service</u>	<u>Annual Time Off Allowance</u>	
Fewer than 5 years	0.9 to 1.0 FTE – 24 hours	0.5 to 0.89 FTE - 16 hours
5 to 10 years	0.9 to 1.0 FTE – 32 hours	0.5 to 0.89 FTE - 20 hours
More than 10 years	0.9 to 1.0 FTE – 40 hours	0.5 to 0.89 FTE - 24 hours

- b. Up to eight (8) hours of Paid Education Leave may be rolled over annually.
- c. Eligible employees may use up to eight hours of Paid Education Leave per day including travel time.
- d. Paid Education Leave may be used for seminars/conferences, home study, or other educational programs that are intended to improve present job skills or to prepare for other jobs/positions within the Employer to which the employee might reasonably be promoted or transferred, or for required license/certification renewal courses.
- e. Certificates and/or records of course completion will be submitted for inclusion in the employee’s personnel file.
- f. Eligible employees shall submit Paid Education Leave requests with adequate advance notice, and the Employer shall respond promptly. Both parties will give consideration to staffing and patient care needs and the absence from work of other employees due to vacation, leave of absence, or other reasons.

44.10 EMPLOYER-REQUIRED TRAINING

If the Employer requires an employee to attend a specific program for specialized training or education, the Employer shall pay for the tuition, meals, lodging and travel costs.

44.11 ADDITIONAL BENEFITS COVERING SEMINARS AND CONFERENCES

Full-time and part-time employees who have successfully completed their introductory period may be eligible to attend during scheduled work hours, and obtain reimbursement for, seminars and/or conferences to obtain continuing education credits for a license/certification relevant to the employee's position. Eligible employees must be in eligible status at the start of the seminar/conference in order for this section to apply.

a. Attendance

Eligible employees will request their supervisor's approval to attend a seminar/conference during scheduled work hours prior to the start of the seminar/conference, if feasible at least two (2) weeks prior to the seminar/conference. The supervisor's approval is subject to the following criteria-and shall not be unreasonably withheld:

The department's ability to sustain the eligible employee's absence without adverse impact to operations. The Employer shall make every effort to find and arrange staffing coverage in order to honor such requests.

b. Eligible Expenses

- i. Subject to advance supervisor approval, eligible employees may receive reimbursement for seminar/ course registration/fees, reasonable travel and meals, and other fees. The supervisor's approval is subject to the following criteria and shall not be unreasonably withheld.

Budget funds available.

- ii. Reimbursement: Eligible employees are expected to submit their expense reimbursement request and proof of attendance through the current expense reimbursement technology for approved expenses no later than six months after completion of the seminar/conference.

c. Hours Worked

Related travel and attendance by eligible employees under this article may constitute hours worked. Employees attending approved seminars/conferences under this article must, in advance of attendance, consult with their supervisor and/or Human Resources to confirm whether their attendance and related travel shall constitute hours worked in accordance with all applicable wage/hour policies. In the event that attendance at an approved seminar/conference or related travel does constitute hours

worked, employees are required to accurately record all such hours worked in Kronos.

ARTICLE 45 – MEDICAL LEAVE, FAMILY CARE AND PREGNANCY DISABILITY LEAVES OF ABSENCE

45.1 GENERAL INFORMATION

- a. An employee who must be away from work more than seven (7) consecutive calendar days for a medical reason for the employee or a qualified family member shall apply for a leave of absence.
- b. To request a leave of absence, the employee shall complete the Employer's online Request for Leave of Absence.
- c. To the extent permitted by law, FMLA, CFRA, and MLOA shall run concurrently for non-work-related injuries/illnesses and FMLA, CFRA, MLOA, and OLOA shall run concurrently for work-related injuries/illnesses. FMLA, CFRA, and POL shall run concurrently as permitted by law.

45.2 NOTICE OF LEAVE

- a. The employee shall provide his/her supervisor at least thirty (30) days prior notice of the need for a leave of absence. If this is not possible, notice shall be given as soon as practicable.
- b. For elective or planned medical procedure where employees have flexibility for the timing of their medical treatment, employees shall consult with their supervisor regarding the dates of planned medical procedure to minimize disruption to operations.
- c. When providing notice, sufficient information shall be provided to determine if the leave qualifies under this agreement and/or law, and shall include the anticipated start date and duration of leave.

45.3 REQUEST FOR LEAVE AND CERTIFICATION

- a. Requests for leave shall be supported by appropriate certification.
- b. Integrated Disability and Absence Management (IDAM) shall provide employees with the certification requirements and forms.
- c. Employees may be required to submit re-certifications if new or continuing leave time is sought after the expiration of an initial certification.

45.4 PAY DURING LEAVE

- a. PTO, if available, may be used to supplement other wage replacement benefits to provide income up to approximately 100% of Pre-Disability Gross Earnings based upon FTE status.
- b. Employees can elect (on the Request for Leave of Absence form) whether to use accrued PTO to cover any applicable Elimination Period and to integrate PTO with other wage replacement benefits if the leave is covered under FMLA/CFRA, or PDL. If the employee does not affirmatively decline using PTO, the Employer shall integrate accrued PTO with all applicable forms of wage replacement. If the leave is not covered by FMLA/CFRA, or PDL, the Employer requires the use of accrued PTO.

45.5 MEDICAL LEAVE OF ABSENCE (MLOA)

- a. An employee's own Serious Health Condition, other than work-related conditions, that prevents the employee from performing one more of the essential functions is of his/her job qualifies an eligible employee for an MLOA.
- b. Full-time, part-time, short-hour, and per diem employees who have completed the Introductory Period are eligible for an MLOA.
- c. MLOA duration is for up to six (6) months of cumulative absence in a rolling backward twelve (12) month period. MLOA runs concurrent with other leaves of absence.
- d. MLOA may not be taken on an intermittent reduced-schedule basis, unless running concurrently with regulatory leaves that allow for intermittent leave.
- e. Limited term employees are eligible for an MLOA for up to thirty (30) continuous calendar days in a rolling backward twelve (12) month period.
- f. If an employee is not eligible for an MLOA under this provision, or if an employee has exhausted his or her MLOA under this provision, a leave may be provided on a case by case basis as a reasonable accommodation in accordance with the federal Americans with Disabilities Act (ADA) and similar state law.
- g. If an employee takes an MLOA, returns to work and then returns to a medical leave of absence status, the leave is subject to the maximum limit.

45.6 FAMILY CARE LEAVE (FMLA/CFRA) AND PREGNANCY DISABILITY LEAVE

FMLA/CFRA and PDL leaves of absence will be granted in accordance with applicable law. FMLA/CFRA shall be recorded in accordance with the twelve (12) month rolling period measured backward from the first date the employee commences leave under FMLA/CFRA.

45.7 INTERMITTENT AND REDUCED SCHEDULE LEAVE

- a. An employee does not need to use leave under FMLA/CFRA/PDL in one block. Leave can be taken intermittently, or as part of a reduced schedule when medically necessary.
- b. Leave for bonding or the care of a new child generally shall be taken in blocks of at least two (2) weeks, but an employee may take two (2) leaves in increments shorter than two (2) weeks. Additional requests in increments shorter than (2) two weeks may be granted with the approval of his/her supervisor and IDAM.

45.8 REINSTATEMENT/RETURN TO WORK

- a. Employees returning from an approved leave not exceeding six (6) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Employer's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded six (6) months, the Employer shall use its best efforts to return the employee to the same position, unit, and shift.
- b. An employee returning from a leave due to his/her own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.
- c. Failure or inability to return to work upon the expirations date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

45.9 HEALTH AND WELFARE BENEFITS DURING LEAVE

- a. The employee's current medical, dental, vision, life and long-term disability (LTD) benefits shall be continued during an approved leave for up to a maximum of twelve (12) months.
- b. Employees should consult with the Sutter Shared Services (S3) Benefits department regarding enrolling newly eligible dependents in benefit coverage and how the leave may affect their benefits.
- c. During a leave of absence, the employee shall pay his/her share of any benefit premiums either through payroll deductions or by check delivered to the Sutter Shared Services (S3) Benefits Department by the applicable due date. Employees not in a paid status sufficient to cover the premium shall be billed by the Sutter Shared Services (S3) Benefits Department and should contact the Sutter Health Employee Line for information about premium payments while on leave.

- d. Where leave is taken for birth or adoption, the employee may enroll the child into the health plan within sixty (60) days of the child's date of birth or placement in order to obtain coverage. Failure to enroll the child within this time frame will result in lack of coverage and the employee shall not be allowed to enroll his/her child until the next open enrollment period.

45.10 OCCUPATIONAL LEAVE OF ABSENCE (OLOA)

a. General Information

- i. An OLOA is a job-protected leave of absence provided for an employee who has sustained a work-related injury/illness on the job that prevents the employee from performing one or more of the essential functions of his/her job.
- ii. Employees are eligible for an OLOA if:
 - (1) The employee incurs a medically-substantiated work-related illness or injury arising out of employment or in the course of employment while on the job;
 - (2) The employee's claim is open and accepted by the Workers' Compensation TPA;
 - (3) The period of absence is verified by the authorized primary treating provider as work-related;
 - (4) The employee has been released to temporary Modified Duty or Light Duty for the injury/illness in question, and the employee cannot be accommodated under ADA or the Connecting to Work Program.
- iii. An employee who must be away from work for more than three (3) consecutive calendar days for a work-related injury or illness shall request an OLOA. If the need for leave is foreseeable, the employee shall request leave at least thirty (30) days in advance. If the need for leave is not foreseeable, the employee shall request leave as soon as practicable.
- iv. To request an OLOA, the employee shall complete the online Request for Leave of Absence, which can be accessed at MySutter Connection or by calling the Sutter Health Employee Line for help with accessing and completing the form.
- v. An OLOA may not be taken on an intermittent or reduced-schedule basis.
- vi. An OLOA affords up to twelve (12) months of leave for the qualifying injury/illness. This includes reoccurrence(s) within twelve (12) months of the employee's return to work.

45.11 REQUEST FOR LEAVE OF CERTIFICATION

- a. Requests for leave shall be supported by appropriate certification.
- b. Integrated Disability and Absence Management (IDAM) shall provide employees with the applicable certification requirements and forms.

- c. Employees may be required to submit re-certifications if new or continuing leave time is sought after the expiration of an initial certification.

45.12 REINSTATEMENT/RETURN TO WORK

- a. Employees returning from an approved leave not exceeding twelve (12) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Employer's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded twelve (12) months, the Employer shall use its best efforts to return the employee to the same position, unit, and shift.
- b. An employee returning from a leave due to his/her own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.
- c. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

45.13 HEALTH AND WELFARE BENEFITS DURING LEAVE

- a. The employee's current medical, dental, vision, life, and long-term disability (LTD) benefits shall be continued during an approved leave for up to a maximum of twelve (12) months.
- b. Employees should consult with the S3 Benefits department regarding enrolling newly eligible dependents in benefits coverage and how the leave may affect their benefits.
- c. During open enrollment, an employee on a leave shall be provided appropriate information on how to process his/her benefits selections.
- d. During a leave of absence, the employee shall pay his/her share of any benefit premiums either through payroll deductions or by check delivered to the S3 Benefits Department by the applicable due date. Employees not in a paid status sufficient to cover the premium shall be billed by the S3 Benefits Department and should contact the Sutter Health Employee Line for information about premium payments while on leave.

45.14 PERSONAL LEAVE OF ABSENCE (PLOA)

- a. All full-time, part-time, short-hour, and per diem employees who have completed one year of employment from their Anniversary Date are eligible for PLOA. Temporary and Limited Term employees are not eligible for a PLOA.

- b. A PLOA may be requested for emergency situations where an employee has exhausted leave entitlements or does not qualify for leave under this agreement or state/federal leave laws. Personal Leaves shall not be granted for the pursuit of other employment, to extend vacations, or for time spent incarcerated.
- c. A PLOA may be granted for a minimum of seven (7) days, up to a maximum of two (2) months, with one extension for up to a maximum of three (3) months total time off. An employee may be granted a PLOA one (1) time per rolling twelve (12) month period, measured backward from the date the employee commences leave. A PLOA may not be taken on an intermittent or reduced-schedule basis.
- d. Accrued PTO must be used while an employee is on PLOA.
- e. Employees should provide the supervisor at least thirty (30)-days prior written notice of the need for a PLOA. If this is not possible, notice must be given as soon as practicable after the employee learns of the need for the PLOA, depending on the circumstances. Employees requesting PLOA shall complete the online Request for Leave of Absence.
- f. The supervisor and Human Resources shall review each PLOA request and, in their discretion, determine whether to grant or deny it based on the staffing and operational needs of the department and the circumstances of the request. A PLOA request shall not be unreasonably denied.
- g. Benefited employees shall be responsible for the full premium amount of health, vision, and dental insurance (both the employee and Employer portions) for any full pay period during which an employee has been placed in a PLOA status code. If an employee does not pay premiums in a timely manner, the insurance shall be discontinued.
- h. The Employer shall continue to pay the Employer share of the cost for life insurance and long-term disability (LTD) insurance, provided the employee maintains coverage by paying his/her portion of the premium, if applicable.
- i. Retirement benefits shall accrue in accordance with the rules set forth in the Sutter Health Retirement Plan Document, as amended.
- j. Employees shall not accrue additional benefits during PLOA, except as may be provided for by the terms and conditions of a particular employee benefit plan.
- k. Employees returning from an approved PLOA shall be reinstated in the same job classification held prior to the PLOA, including the department and shift, unless mutually agreed to otherwise in writing.

1. Failure or inability to return to work upon the expiration of PLOA shall be considered a voluntary resignation and the affected employee shall be terminated unless an extension has been approved in advance.

ARTICLE 46 – REDUCTION IN FORCE

The parties to this agreement recognize that the Employer may experience sudden drops in patient census that would require temporary workforce reductions. In order to accomplish these reductions, the procedure outlined below shall be followed.

46.1 CALL-OFF

- a. If the Employer finds it necessary because of a short-term reduction in census or comparable business reasons to call employees off the schedule within a particular classification, call-offs shall occur in the following order:
 - i. Registry;
 - ii. Employees working overtime or call back (seniority to be the determining factor if more than one employee);
 - iii. Request (volunteers);
 - iv. Employee working an extra day beyond the employee’s regular schedule;
 - v. Pre-scheduled Per Diem Employees (rotation to be determining factor if more than one employee);
 - vi. Travelers working on a contract basis;
 - vii. Regular part-time employees (rotation to be the determining factor if more than one employee);
 - viii. Regular full-time employees (rotation to be the determining factor if more than one employee).
- b. Upon being called off, the employee shall have the option of either:
 - i. Taking Paid Time Off; or
 - ii. Taking unpaid time off as Hospital Requested Absent Day (HRAD).
 - iii. A benefit-eligible employee who chooses to take HRAD time shall have the scheduled hours counted toward benefit eligibility.

46.2 LAYOFF AND NOTICE OF JOB CHANGES

If, in the determination of the Employer, a layoff (including an ongoing reduction in regularly scheduled hours) becomes necessary within a particular classification, seniority shall prevail in such layoff and recall there from, applied to the employee(s) within the particular classification where the layoff is necessary, provided that the skill, ability, and general qualifications for the position are substantially equal.

- a. A layoff within a classification shall be administered in the following order: Introductory Employees; Part-Time Employees; and Full-Time Employees. If applicable based on the employee's classification, a laid-off employee shall be placed in the per diem pool if the employee so desires. Such employee(s) shall receive priority for available work over Per Diem employees, and shall be called in accordance with their availability and their seniority.
- b. The Employer shall notify the Union at least thirty (30) (or more, if possible) days prior to any proposed layoff. At the request of the Union, the Employer shall meet and confer with the Union regarding the proposed implementation of the layoff. Pending the implementation of the layoff, all hiring and/or transfers into the affected classification(s) shall be halted.
- c. Recall Rights: Regular employees on layoff status shall have recall rights to regular positions in the same classification and department, and recalls will be in accordance with seniority. Recall of employees to regular positions from layoff shall be by seniority provided the employee returning to work must be able to properly perform the work to be done at the time of recall or is expected to be able to do so within sixty (60) days period of on the job retraining and/or orientation. Obtaining certification and/or licensure for purposes of this section is the sole responsibility of the employee. Laid off employees who are expected to be able to perform the work adequately within the sixty (60) day period but who fail to do so shall be returned to the recall list as if the recall had not occurred.
- d. Any employee who is terminated for reason of layoff shall receive two (2) weeks' notice or pay in lieu thereof in addition to severance pay equaling one (1) week's pay for each year of service to a maximum of seventeen (17) weeks.
- e. Severance Pay will be paid as a lump sum, and shall be paid within 60 days following termination of employment. Employees who accept the lump sum severance will not be eligible for recall.
- f. The Employer retains the right to determine in its discretion the combination, if any, of notice and pay-in-lieu notice to be provided to an employee, as long as at least one week's notice is included in the total amount.
- g. In the event of a layoff, at the request of either the Union or the Employer, the parties may meet to discuss whether a work share agreement among the affected employees is feasible and may, by mutual agreement, institute a work share agreement. Such discussions shall not affect either the Employer's right to conduct layoffs or the timeline under the Agreement for implementing such layoffs.
- h. In all of these cases, unless otherwise specified, seniority shall be the determining factor for both the right to work and the right to be voluntarily called off.

ARTICLE 47 – GRIEVANCE PROCEDURE AND ARBITRATION

47.1 A grievance shall be defined as a statement by an employee or by NUHW that the Employer has violated the terms of this agreement, and that by reason of such violation an employee or employees (or their rights) have been adversely affected. All grievances shall be processed in accordance with the grievance procedure set forth in this Article. An employee may be assisted or represented by a representative of NUHW at any step in the grievance procedure.

a. Step 1

- i. An employee with a grievance is to identify it as such and discuss the matter within twenty-one (21) calendar days of its occurrence or discovery of the event giving rise to the grievance with the appropriate manager or unit supervisor in an effort to resolve the grievance.
- ii. If the grievance is not resolved or the employee has not received a response within twenty-one (21) calendar days of the date of the initial discussion, the grievance shall automatically be eligible for Step 2.

b. Step 2

- i. A written summary of the grievance must be submitted to the Employer's designated representative within seven (7) calendar days of the decision of Step 1 or of the end of the twenty-one (21) calendar days, or within seven (7) calendar days in the event of a discharge. The summary shall include the specific provisions of this agreement alleged to have been violated and the requested remedy.
- ii. A meeting with the employee and the Employer's designated representative will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting date will occur within fourteen (14) calendar days from the date the grievance is received by the Employer's designated representative. A written reply will be provided by the by the end of the fourteenth (14th) calendar day following the meeting.

c. Step 3 – Mediation

In the event the grievance is not settled at Step 2 and if NUHW notifies the Employer's designated representative within fourteen (14) days of the receipt of the Step 2 response or, in the event that no response is received, within fourteen (14) days of the end of the period of time when it should have been received that it wishes to advance the grievance further, NUHW and the Employer will request and utilize the services of an agreed-upon federal mediator in an attempt to resolve the grievance and to avoid the unnecessary use of the arbitration process. The request for mediation services shall be made within seven (7) days of the Union's notification. The meeting shall be scheduled as soon as is practical.

The recommendation of the mediator is not binding on either party.

d. Step 4 – Arbitration

- i. If the grievance is not resolved at Step 3, or if the mediation meeting does not occur within thirty (30) calendar days of the request for mediation services:
 - (1) NUHW may request in writing that the matter be submitted to an impartial arbitrator for determination.
 - (2) This written request must be made not later than ten (10) calendar days after the hearing with the mediator, or not later than ten (10) days after the end of the thirty (30) days during which the hearing should have occurred.
- ii. The impartial arbitrator shall be chosen by the parties by alternately striking names until one name remains. The party who strikes the first name shall be determined by coin toss.
- iii. The parties will agree to a list of arbitrators at a future date. If no agreement is reached on the list arbitrators, then the parties shall use a list provided by the Federal Mediation Conciliation Service (FMCS).
- iv. The arbitrator shall render his or her decision within thirty (30) days after the matter has been fully submitted, unless the parties, by mutual agreement, extend such time limit. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based upon the evidence presented to him or her by the respective parties in the presence of each other and written arguments served on the other party. The arbitrator shall determine only whether or not there has been a violation of the Agreement in the respect alleged in the grievance and the remedy. The decision of the arbitrator shall be final and binding upon the parties. The Employer and NUHW shall each pay one-half (1/2) of the cost of arbitration, including the fees of the arbitrator and other expenses of the arbitration proceedings. However, each party shall bear its own expenses of representation.

47.2 The time limits above may be extended by mutual agreement of the parties.

47.3 If a grievance is not processed in accordance with the term limits set forth in this Article, it shall be considered withdrawn.

ARTICLE 48 – EMPLOYER GRIEVANCE

If the Employer has a grievance or complaint concerning the interpretation or application of the terms of this Agreement, it shall be set forth in writing and submitted to the Union. This shall be at Step 2 of the Grievance Procedure. The Employer's Chief Executive Officer or their

designated representative, shall then confer with the authorized representative of the Union and attempt to settle the matter.

ARTICLE 49 – SUCCESSORSHIP

This Agreement shall be binding on the Employer's legal successors and assigns.

ARTICLE 50 – TERM OF AGREEMENT

This Agreement shall be effective on the date of its ratification, and shall remain in full force and effect without change, addition, or amendment (unless mutually agreed to as provided for elsewhere in this Agreement) through January 3rd, 2026, and shall be renewed from year to year thereafter subject to reopening by either party upon ninety (90) days' written notice to the other party prior to January 3rd, 2026, or any January 3rd anniversary date thereafter.

**NATIONAL UNION OF
HEALTHCARE WORKERS**

SUTTER CENTER FOR PSYCHIATRY

Sophia Mendoza
President

Dan Peterson
CEO, Behavioral Health
Sutter Center for Psychiatry

Date: 3/11/25

Date: _____

Abid Yahya
Director
Hospital Division in Northern California

Michael Gains
Human Resources Director

Date: 3/11/25

Date: 2/26/2025

NUHW BARGAINING COMMITTEE

Ruby Locke
Unit Secretary

Kenisha Campbell
PCSS

Wes Moore
PCSS

Harry Harrison
PCSS

Alton Wood
LCSW

Cesar Mardones
Clinical Social Worker

Sarishma Lal
Psychiatric NP

Purnell Nesmith
PCSS

Rufo Delacruz
PCSS

Miguel "Boomer" Plata
PCSS

Zu Luo
Food Service Worker

Ulysses Chavez
PCSS

Yasmin Carrillo
Cook

Tzega Woldemicael
PCSS

Brenda Gunder
Recreational Therapist

Okiss Ofose
PCSS

Mezziah Maddox
EVS Tech

Alexis Keylon
Recreational Therapist

Kasey Stewart
PCSS

Sanjay Kishen
PCSS

Mengistu Wolo
PCSS

APPENDIX A – WAGE SCALES
Effective July 3, 2024

JOB TITLE	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th year	7th year	8th year	9th year	10th year	15th year
Case Management Assistant II	\$24.93	\$25.55	\$26.19	\$26.85	\$27.52	\$28.21	\$28.91	\$29.63	\$30.37	\$31.13	\$31.91
Clinical Pharmacy Technician	\$31.84	\$32.64	\$33.45	\$34.29	\$35.15	\$36.02	\$36.92	\$37.85	\$38.79	\$39.76	\$40.76
Coord, Physician Billing	\$24.50	\$25.11	\$25.74	\$26.38	\$27.04	\$27.72	\$28.41	\$29.12	\$29.85	\$30.60	\$31.36
Environmental Services Technician	\$23.50	\$24.09	\$24.69	\$25.31	\$25.94	\$26.59	\$27.25	\$27.93	\$28.63	\$29.35	\$30.08
Intake Assessment LVN LPT	\$36.25	\$37.16	\$38.09	\$39.04	\$40.01	\$41.01	\$42.04	\$43.09	\$44.17	\$45.27	\$46.40
Lead, Food Service Worker	\$27.00	\$27.68	\$28.37	\$29.08	\$29.80	\$30.55	\$31.31	\$32.09	\$32.90	\$33.72	\$34.56
Associate Clinical Social Worker (Mental Health Therapist II)	\$45.00	\$46.13	\$47.28	\$48.46	\$49.67	\$50.91	\$52.19	\$53.49	\$54.83	\$56.20	\$57.60
Licensed Clinical Social Worker (Mental Health Therapist III)	\$47.25	\$48.43	\$49.64	\$50.88	\$52.16	\$53.46	\$54.80	\$56.17	\$57.57	\$59.01	\$60.48
Patient Care Support Specialist	\$24.15	\$24.75	\$25.37	\$26.01	\$26.66	\$27.32	\$28.01	\$28.71	\$29.42	\$30.16	\$30.91
Pharmacy Technician	\$28.62	\$29.34	\$30.07	\$30.82	\$31.59	\$32.38	\$33.19	\$34.02	\$34.87	\$35.74	\$36.64
Project Tech-Env Svcs	\$25.75	\$26.39	\$27.05	\$27.73	\$28.42	\$29.13	\$29.86	\$30.61	\$31.37	\$32.16	\$32.96
Psychiatric Nurse Practitioner	\$75.00	\$76.88	\$78.80	\$80.77	\$82.79	\$84.86	\$86.98	\$89.15	\$91.38	\$93.66	\$96.01
Recreational Therapist	\$35.00	\$35.88	\$36.77	\$37.69	\$38.63	\$39.60	\$40.59	\$41.60	\$42.64	\$43.71	\$44.80
Recreational Therapist Lead	\$39.00	\$39.98	\$40.97	\$42.00	\$43.05	\$44.12	\$45.23	\$46.36	\$47.52	\$48.71	\$49.92
SCP-Cook	\$25.19	\$25.82	\$26.47	\$27.13	\$27.81	\$28.50	\$29.21	\$29.94	\$30.69	\$31.46	\$32.25
SCP-Food Service Worker	\$23.50	\$24.09	\$24.69	\$25.31	\$25.94	\$26.59	\$27.25	\$27.93	\$28.63	\$29.35	\$30.08
SCP-Unit Secretary	\$24.14	\$24.74	\$25.36	\$26.00	\$26.65	\$27.31	\$27.99	\$28.69	\$29.41	\$30.15	\$30.90
Sr Pt Care Support Specialist	\$26.50	\$27.16	\$27.84	\$28.54	\$29.25	\$29.98	\$30.73	\$31.50	\$32.29	\$33.09	\$33.92
Transitional Care Clinical Pharmacy Tech	\$32.00	\$32.80	\$33.62	\$34.46	\$35.32	\$36.21	\$37.11	\$38.04	\$38.99	\$39.96	\$40.96
Unit Secretary, PT Care Spt	\$26.00	\$26.65	\$27.32	\$28.00	\$28.70	\$29.42	\$30.15	\$30.91	\$31.68	\$32.47	\$33.28
Utilization Review LVN/LPT	\$34.91	\$35.78	\$36.68	\$37.59	\$38.53	\$39.50	\$40.48	\$41.50	\$42.53	\$43.60	\$44.69

Note: The increase between each step of the scale for all classifications is 2.50%.

WAGE SCALES
Effective July 3, 2025
(3% across-the-board wage increase)

JOB TITLE	1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year	9th year	10th year	15th year
Case Management Assistant II	\$25.68	\$26.32	\$26.98	\$27.65	\$28.34	\$29.05	\$29.78	\$30.52	\$31.29	\$32.07	\$32.87
Clinical Pharmacy Technician	\$32.80	\$33.62	\$34.46	\$35.32	\$36.20	\$37.10	\$38.03	\$38.98	\$39.96	\$40.96	\$41.98
Coord, Physician Billing	\$25.24	\$25.87	\$26.51	\$27.18	\$27.85	\$28.55	\$29.26	\$30.00	\$30.75	\$31.52	\$32.30
Environmental Services Technician	\$24.21	\$24.81	\$25.43	\$26.07	\$26.72	\$27.39	\$28.07	\$28.77	\$29.49	\$30.23	\$30.98
Intake Assessment LVN LPT	\$37.34	\$38.27	\$39.23	\$40.21	\$41.21	\$42.24	\$43.30	\$44.38	\$45.49	\$46.63	\$47.80
Lead, Food Service Worker	\$27.81	\$28.51	\$29.22	\$29.95	\$30.70	\$31.46	\$32.25	\$33.06	\$33.88	\$34.73	\$35.60
Associate Clinical Social Worker (Mental Health Therapist II)	\$46.35	\$47.51	\$48.70	\$49.91	\$51.16	\$52.44	\$53.75	\$55.10	\$56.47	\$57.88	\$59.33
Licensed Clinical Social Worker (Mental Health Therapist III)	\$48.67	\$49.88	\$51.13	\$52.41	\$53.72	\$55.06	\$56.44	\$57.85	\$59.30	\$60.78	\$62.30
Patient Care Support Specialist	\$24.87	\$25.50	\$26.13	\$26.79	\$27.46	\$28.14	\$28.85	\$29.57	\$30.31	\$31.06	\$31.84
Pharmacy Technician	\$29.48	\$30.22	\$30.97	\$31.75	\$32.54	\$33.35	\$34.19	\$35.04	\$35.92	\$36.81	\$37.74
Project Tech-Env Svcs	\$26.52	\$27.19	\$27.87	\$28.56	\$29.28	\$30.01	\$30.76	\$31.53	\$32.32	\$33.12	\$33.95
Psychiatric Nurse Practitioner	\$77.25	\$79.18	\$81.16	\$83.19	\$85.27	\$87.40	\$89.59	\$91.83	\$94.12	\$96.47	\$98.89
Recreational Therapist	\$36.05	\$36.95	\$37.88	\$38.82	\$39.79	\$40.79	\$41.81	\$42.85	\$43.92	\$45.02	\$46.15
Recreational Therapist Lead	\$40.17	\$41.17	\$42.20	\$43.26	\$44.34	\$45.45	\$46.58	\$47.75	\$48.94	\$50.17	\$51.42
SCP-Cook	\$25.95	\$26.59	\$27.26	\$27.94	\$28.64	\$29.36	\$30.09	\$30.84	\$31.61	\$32.40	\$33.21
SCP-Food Service Worker	\$24.21	\$24.81	\$25.43	\$26.07	\$26.72	\$27.39	\$28.07	\$28.77	\$29.49	\$30.23	\$30.98
SCP-Unit Secretary	\$24.86	\$25.49	\$26.12	\$26.78	\$27.45	\$28.13	\$28.83	\$29.56	\$30.29	\$31.05	\$31.83
Sr Pt Care Support Specialist	\$27.30	\$27.98	\$28.68	\$29.39	\$30.13	\$30.88	\$31.65	\$32.45	\$33.26	\$34.09	\$34.94
Transitional Care Clinical Pharmacy Tech	\$32.96	\$33.78	\$34.63	\$35.49	\$36.38	\$37.29	\$38.22	\$39.18	\$40.16	\$41.16	\$42.19
Unit Secretary, PT Care Spt	\$26.78	\$27.45	\$28.14	\$28.84	\$29.56	\$30.30	\$31.06	\$31.83	\$32.63	\$33.44	\$34.28
Utilization Review LVN/LPT	\$35.96	\$36.86	\$37.78	\$38.72	\$39.69	\$40.68	\$41.70	\$42.74	\$43.81	\$44.91	\$46.03

Note: The increase between each step of the scale for all classifications is 2.50%.

APPENDIX B – MEDICAL, DENTAL, AND VISION MAXIMUMS, DEDUCTIBLES, AND COPAYS

The information in this appendix provides the basic information about key copays, deductibles, and out-of-pocket maximums for the medical, dental, and vision benefits. Complete details are contained in the official plan documents. The plan documents govern how these benefits are administered.

SutterSelect EPO Plus and SutterSelect PPO:

Copays for prescription drugs and copays marked with an asterisk (*) are not subject to annual deductible.

PLAN OPTION	EPO PLUS	PPO	
		Tier 1	Tier 2
GENERAL INFORMATION			
Annual Deductible	\$250 Individual \$500 Family	\$250 Individual \$500 Family	\$500 Individual \$1,000 Family
Annual Out-of-Pocket Maximum (General)	\$750 Individual \$1,500 Family	\$750 Individual \$1,500 Family	\$1,500 Individual \$3,000 Family
Annual Out-of-Pocket Maximum (Prescription Copays)	\$750 Individual \$1,500 Family	\$750 Individual \$1,500 Family	\$750 Individual \$1,500 Family
EMERGENCY AND URGENT CARE			
Emergency Room (copay waived if admitted)	\$75 Copay*	Member pays 20%	Member pays 20%
Urgent Care	\$30 Copay*	\$30 Copay*	\$30 Copay*
HOSPITAL SERVICES			
Inpatient Hospitalization (Sutter)	No Copay	No Copay	Member pays 40%
Inpatient Hospitalization (non-Sutter)	\$150 day / 3-day maximum*	\$150 day / 3-day maximum*	Member pays 40%
Inpatient Physician Visits	No Copay	No Copay	Member pays 40%
Outpatient Surgery	No Copay	No Copay	Member pays 40%

OTHER MEDICAL SERVICES AND SUPPLIES			
Durable Medical Equipment, Corrective Appliances, Prosthetic Devices	No Copay (Inpatient), Member pays 10% (Outpatient)	Member pays 20%	Member pays 40%
Hearing Aids (once every 36 months)	Member pays 10%	Member pays 20%	Member pays 40%
Home Health Care	No Copay Unlimited duration	Member pays 20% Unlimited Duration	Member pays 40% 100 visits per calendar year
Hospice	No Copay	No Copay	Member pays 40%
Skilled Nursing Facility	No Copay, 100 days per calendar year maximum	Member pays 20%, 100 days per calendar year maximum	Member pays 40%, 100 days per calendar year maximum

MENTAL HEALTH, SUBSTANCE USE & CHEMICAL DEPENDENCY			
Inpatient	No Copay (Sutter) \$150 day / 3-day maximum* (Non-Sutter)	No Copay (Sutter) \$150 day / 3-day maximum* (Non-Sutter)	No Copay (Sutter) \$150 day / 3-day maximum* (Non-Sutter)
Outpatient (includes virtual visits)	\$20 Copay*	\$20 Copay*	\$20 Copay*

PHYSICIAN AND PROFESSIONAL SERVICES If physician/professional services are in conjunction with an office visit, the office visit copay/coinsurance applies.			
Outpatient Services for Laboratory, DME and Radiology	Member pays 10%	Member pays 20%	Member pays 40%
Physical Exam, Routine	No Copay	No Copay	Member pays 40%+
Physician Office Visits Includes Walk-in Care clinics (Sutter)	\$20 Copay* (Primary Care) \$30 Copay* (Specialist)	\$20 Copay* (Primary Care) \$30 Copay* (Specialist)	Member pays 40%
Prenatal and Postnatal Care	No Copay	No Copay	Member pays 40%+

PHYSICIAN AND PROFESSIONAL SERVICES If physician/professional services are in conjunction with an office visit, the office visit copay/coinsurance applies.			
Rehabilitative Therapy (physical, occupational and speech)	\$20 Copay*	Member pays 20%	Member pays 40%
Telemedicine (5 consults maximum per calendar year through MDLIVE)	\$20 Copay*	\$20 Copay*	\$20 Copay*
PRESCRIPTION DRUGS			
In-House, or Kiosk available at MHLB and MMC (30-day supply / 90-day supply**)			
Tier 1: Low cost share level – mostly generic drugs and some low cost preferred brands	\$2.50 / \$7.50 Copay	\$2.50 / \$7.50 Copay	\$2.50 / \$7.50 Copay
Tier 2: Moderate cost share level – mostly preferred brands and some high cost generic drugs	\$10 / \$30 Copay	\$10 / \$30 Copay	\$10 / \$30 Copay
Tier 3: High cost share level – mostly non-preferred brands and high cost generic drugs	\$25 / \$75 Copay	\$25 / \$75 Copay	\$25 / \$75 Copay
Retail (30-day / 90-day supply**)			
Tier 1: Low cost share level – mostly generic drugs and some low cost preferred brands	\$10 / \$30 Copay	\$10 / \$30 Copay	\$10 / \$30 Copay
Tier 2: Moderate cost share level – mostly preferred brands and some high cost generic drugs	\$30 / \$90 Copay	\$30 / \$90 Copay	\$30 / \$90 Copay
Tier 3: High cost share level – mostly non-preferred brands and high cost generic drugs	\$50 / \$150 Copay	\$50 / \$150 Copay	\$50 / \$150 Copay

PHYSICIAN AND PROFESSIONAL SERVICES If physician/professional services are in conjunction with an office visit, the office visit copay/coinsurance applies.			
Mail Order (90-day supply**)			
Tier 1: Low cost share level – mostly generic drugs and some low cost preferred brands	\$20 Copay	\$20 Copay	\$20 Copay
Tier 2: Moderate cost share level – mostly preferred brands and some high cost generic drugs	\$60 Copay	\$60 Copay	\$60 Copay
Tier 3: High cost share level – mostly non-preferred brands and high cost generic drugs	\$120 Copay	\$120 Copay	\$120 Copay
Specialty Drugs: Prescription filled through Specialty Pharmacy vendor	\$50 preferred / \$75 non-preferred copay per prescription for up to a 30-day supply. Maximum of \$150 per month.	\$50 preferred / \$75 non-preferred copay per prescription for up to a 30-day supply. Maximum of \$150 per month.	\$50 preferred / \$75 non-preferred copay per prescription for up to a 30-day supply. Maximum of \$150 per month.
Therapeutic Benefit (TB) Program (for high blood pressure, high cholesterol, diabetes drugs)			
Generic TB (Therapeutic Benefit) drugs	\$10 Copay	\$10 Copay	\$10 Copay
Brand TB (Therapeutic Benefit) drugs	\$30 Copay	\$30 Copay	\$30 Copay

* Copays with an asterisk (*) bypass the annual deductible.

** Copays for a 90-day supply at retail are your three month in-house or retail copays. By using mail order you can receive a 90-day supply at a reduced copay amount.

Delta Dental PPO and Delta Dental PPO Plus:

Deductible	\$25 per person / \$75 per family each calendar year (waved for Diagnostic and Preventative services and Orthodontics)
Waiting Periods	None

Covered services are paid based on a percentage. Percentages below refer to the percentage covered by the Employer.

Benefits and Covered Services*	Delta Dental PPO Plan (Group Number 17921)			Delta Dental PPO Plus Plan (Group Number 17991)		
	Delta Dental PPO dentists **	Delta Dental Premier dentists **	Non-Delta Dental dentists **	Delta Dental PPO dentists **	Delta Dental Premier dentists **	Non-Delta Dental dentists **
Annual Maximums Per person per calendar year	\$1,500	\$1,500	\$1,500	\$2,000	\$1,800	\$1,500
Diagnostic & Preventive Services (D & P) Exams, cleanings, x-rays and sealants	100%	100%	90%	100%	100%	90%
Basic Services Fillings and posterior composites (including oral surgery)	80%	80%	70%	80%	80%	70%
Endodontics (root canals) Covered under Basic Services	80%	80%	70%	80%	80%	70%
Periodontics (gum treatment) Covered under Basic Services	80%	80%	70%	80%	80%	70%
Oral Surgery Covered under Basic Services	80%	80%	70%	80%	80%	70%
Major Services Crowns, inlays, onlays and cast restorations	80%	80%	70%	80%	80%	70%

Benefits and Covered Services*	Delta Dental PPO Plan (Group Number 17921)			Delta Dental PPO Plus Plan (Group Number 17991)		
	Delta Dental PPO dentists**	Delta Dental Premier dentists**	Non-Delta Dental dentists**	Delta Dental PPO dentists**	Delta Dental Premier dentists**	Non-Delta Dental dentists**
Prosthodontics Bridges, dentures and implants	50%	50%	40%	50%	50%	40%
Orthodontic Benefits Adults and dependent children	50%	50%	40%	50%	50%	40%
Orthodontic Maximums	\$1,500 Lifetime	\$1,000 Lifetime	\$1,000 Lifetime	\$2,000 Lifetime	\$1,200 Lifetime	\$1,200 Lifetime

**Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental contract allowances and not necessarily each dentist's actual fees.*

*** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and the program allowance for non-Delta Dental dentists.*

DeltaCare Delta Dental DMO:

Annual Deductible	\$0 for covered services unless noted otherwise
Annual Out-of-Pocket Maximum	\$0 for covered services unless noted otherwise (Plans with an Accidental Injury Rider have a \$1,600 annual maximum for accidental injury.)
Lifetime Maximum	\$0 for covered services unless noted otherwise

Service	Copay
ORTHODONTICS	
Comprehensive orthodontic treatment of the transitional dentition - child or adolescent to age 19*	\$1,600
Comprehensive orthodontic treatment of the adolescent dentition - adolescent to age 19*	\$1,600

Service	Copay
ORTHODONTICS	
Comprehensive orthodontic treatment of the adult dentition - adults, including covered dependent adult children*	\$1,800
Unspecified orthodontic procedures, by report - <i>includes START-UP FEES (including initial examination, diagnosis, consultation and initial banding)</i>	\$350
ADJUNCTIVE GENERAL SERVICES	
Office visit - after regularly scheduled hours	\$20
Pre-visit patient screening	\$0
Missed appointment - <i>without 24-hour notice - per 15 minutes of appointment time - up to an overall maximum of \$40.00</i>	\$10
Cancelled appointment - <i>without 24-hour notice - per 15 minutes of appointment time - up to an overall maximum of \$40.00</i>	\$10

*Listed copayment covers up to 24 months of active orthodontic treatment excluding the services listed for Start-Up Fee. Beyond 24 months of active treatment, an additional monthly fee of \$75 applies.

VSP Vision Plan:

WellVision Exam	<ul style="list-style-type: none"> •Copay: \$10 for exam and glasses •Every 12 months
Essential medical eye care	<ul style="list-style-type: none"> •Copay: \$0 per screening •Copay: \$20 per exam
Frames	<ul style="list-style-type: none"> •\$150 featured frame brands allowance •\$130 frame allowance •20% savings on the amount over your allowance •Every 24 months
Lenses	<ul style="list-style-type: none"> •Combined with exam •Every 24 months
Lens Enhancements	<ul style="list-style-type: none"> •Standard progressive lenses: \$0 •Premium progressive lenses: \$95 - \$105 •Custom progressive lenses: \$150 - \$175 •Every 24 months
Contacts (instead of glasses)	<ul style="list-style-type: none"> •\$130 allowance for contacts and contact lens exams •Every 24 months

VSP Vision Plus Plan:

WellVision Exam	<ul style="list-style-type: none">•Copay: \$20 for exam and glasses•Every 12 months
Essential medical eye care	<ul style="list-style-type: none">•Copay: \$0 per screening•Copay: \$20 per exam
Frames	<ul style="list-style-type: none">•\$220 featured frame brands allowance•\$200 frame allowance•20% savings on the amount over your allowance•Every 12 months
Lenses	<ul style="list-style-type: none">•Combined with exam•Every 12 months
Lens Enhancements	<ul style="list-style-type: none">•Progressive lenses: \$0•Every 12 months
Contacts (instead of glasses)	<ul style="list-style-type: none">•\$150 allowance for contacts and contact lens exams•Every 12 months

APPENDIX C – DOMESTIC PARTNER

The Employer will recognize domestic partners by either state registration, registration with a city/county, or by completing an affidavit of Domestic Partnership as provided by Employer policy.

APPENDIX D – MEMORANDUM OF UNDERSTANDING RE: PHARMACY BENEFITS

This Memorandum of Understanding (“MOU”) is entered into by Sutter Care at Home San Francisco Home Health, Concord/Alameda Home Health, San Mateo Hospice, Alameda Hospice, Sacramento Hospice, and VNA of Santa Cruz, and Sutter Center for Psychiatry (together, the “Employer”) and NUHW (the “Union”) (together, the “Parties”).

WHEREAS, the parties reached contract settlement agreements for San Francisco Home Health, Concord/Alameda Home Health, San Mateo Hospice, Alameda Hospice, Sacramento Hospice, and VNA of Santa Cruz, and Sutter Center for Psychiatry on June 12 and June 24, 2024; and,

WHEREAS, the Parties agreed that the maximum monthly out-of-pocket for specialty drugs (whether preferred drugs, which have a copay of \$50, or non-preferred, which have a copay of \$75) will be the equivalent of three (3) specialty drugs total, and,

WHEREAS, there are administrative issues in implementing the above.

NOW, THEREFORE, the Parties agree to the following:

1. For the 2025 benefit year, the Employer will not implement a separate prescription out-of-pocket maximum per the settlement agreement and instead will maintain the current out-of-pocket maximum that includes both medical and prescription.
2. For the 2025 benefit year, the Employer will apply a monthly out-of-pocket maximum for specialty preferred/non-preferred drugs of \$225 amount, instead of a maximum of three (3) specialty drugs.
3. In 2025, the Parties agree to meet and discuss the terms of this MOU and determine whether to extend it in 2026 and the terms of that extension.
4. If the Parties do not agree to extend or otherwise modify this MOU, then then monthly out-of-pocket maximum for specialty drugs will, effective 1 January 2026, become the cost of the first three (3) specialty drugs each moth (that is, either \$150, \$175, \$200, or \$225), rather than a straight monthly out-of-pocket maximum of \$225.
5. The terms of this MOU may be modified in the future only by mutual agreement between the Parties.
6. This MOU is expressly agreed to be non-precedent-setting. Neither the MOU nor any of its terms may be cited or used for any purpose except to enforce the terms of the MOU.