

**Additional Proposals for:
Wellpath: Stanislaus and Sonoma
May 6, 2021**

I Wages and Differentials

1. Hiring Bonuses

The Employer may grant hiring bonuses initially or place an employee at a higher step in the wage scale to assist in recruitment of staff.

2. Shift Differentials

A shift differential shall be paid to all employees as follows:

For all hours worked between 3:00pm and 11pm:

10% differential

For all hours worked between 11:00pm and 7am:

20% differential

3. In-Lieu-of-Benefits Differential for PRN (Per Diem) Employees

PRN (Per Diem) Differential: PRN (Per Diem) employees shall receive a differential of fifteen percent (15%) in lieu of benefits.

4. Weekend Differential

Employees shall be paid a differential of \$1.25 per hour for all hours worked between 11:00pm on Friday and 7:00am on Monday.

5. CCHP Bonus

An employee who is or who becomes a "Certified Correctional Health Professional" (CCHP) will receive an annual bonus of \$500 for full-time employees and \$250 for part-time employees.

6. Overtime Bonus

An employee required to remain beyond the end of his/her shift in overtime status will be paid a shift bonus of eighty dollars (\$80.00) for each instance of required overtime.

7. Standby

Employees scheduled to be on "standby" will be paid at the rate of half-time ($\frac{1}{2}$) for all hours on such status and if called into work will be paid at time-and-one half ($1\frac{1}{2}$) for a minimum of two (2) hours if called into work.

8. Bilingual Differential

An employee who has been designated by the Employer to interpret a foreign language as the need arises will be paid \$1.00 for all hours paid.

9. Training/Orientation Differential

Employees assigned to train/orient new employees will be paid an additional five dollars (\$5.00) per hour for all hours so assigned. Employees asked to train/orient new employees will be required to have at least three (3) years of employment with the Employer.

10. Wages upon Promotion.

An employee who transfers or promotes to a higher paid classification will be placed in the tenure step of the new classification that gives him/her at least a five percent (5%) increase. The anniversary date for tenure advancement in the wage scale of the new classification will remain unchanged.

11. Wage Scales (Incomplete)

Effective with the ratification of the Agreement, employees will be placed on the following scale according to their years of service or a five percent (5%) increase whichever is greater:

Title	Start	1 Yr	3 Yrs	5 Yrs	7 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs	30 Yrs
RN/Psych RN	\$53.06	\$56.51	\$64.43	\$67.06	\$68.74	\$70.41	\$73.23	\$75.42	\$76.93	\$78.47
LVN/LPT	\$34.80	\$37.05	\$42.25	\$43.97	\$45.07	\$46.17	\$48.01	\$49.47	\$50.45	\$51.46
Physician Assistant/Nurse Practitioner	\$77.47	\$78.97	\$80.50	\$82.06	\$83.56	\$85.28	\$86.94	\$88.63	\$90.35	\$92.11
Med. Rec. Clerk/Clerk	\$22.89	\$24.37	\$27.79	\$28.92	\$30.10	\$31.22	\$32.16	\$32.82	\$33.48	\$34.15
Dental Assistant	\$27.08	\$28.85	\$32.89	\$34.25	\$35.61	\$36.98	\$38.45	\$39.24	\$40.03	\$40.83
Dental Hygienist	\$55.55	\$57.54	\$59.53	\$61.49	\$63.48	\$65.47	\$67.46	\$69.44	\$71.43	\$72.86

(There are titles in the Recognition Clause for which there are apparently no incumbents or they are named perhaps in some other manner, e.g., Mental Health Provider. If these positions do not have any incumbents, can the Employer give us what the current hiring wage ranges are for these classifications?)

Sonoma: Substance Abuse Counselor, Discharge Planner, Licensed Counselor, MFT, Licensed MFT, LCSW, Unit Secretary, Administrative Assistant Clerk, Certified Nursing Assistant

Stanislaus: MFT, Licensed MFT, Medical Social Worker, LCSW)

Effective on the first anniversary of the ratification of the Agreement, the scale will be increased by three and three-quarters percent (3¾) across-the-board and all employees will receive a minimum of three and three-quarters percent (3¾) increase.

Effective on the 2nd anniversary of the ratification of the Agreement, the scale will be increased by five percent (5%) across-the-board and all employees will receive a minimum of a five percent (5%) increase.

II. **Paid Time Off/Extended Sick Leave (PTO/ESL)**

Eligibility. Employees working twenty (20) hours or more on a regular basis will accrue PTO with applicable differentials, as set forth in the schedule below.

Hours on Which PTO Accrues. PTO shall accrue on all hours paid, e.g. hours worked, educational leave, PTO, ESL etc. PTO benefits will be fully integrated with other available benefits, e.g., State Disability, Workers' Compensation etc., such that at no time will employees be paid more than their regular compensation, including applicable differentials, e.g. shift differential.

PTO Carry Over. At the end of the calendar year unused PTO at or below the maximum accrual amount will carry over to the following year. Employees cannot carry over more than three hundred sixty hours (360) from one calendar year to the next.

PTO Payout. In procedures established by the Employer, once per year employees may elect to be paid out for any amount of PTO in their PTO bank provided the amount of PTO does not fall below eighty (80) hours.

Scheduled Use of PTO.

(a) **Calendar for Awarding PTO.** All requests for PTO shall be awarded by seniority based on the following: from January 1 to January 31 employees shall submit their written PTO requests for the period March 1 through February 28 of the following year. These requests for PTO will awarded by February 15 and a calendar of granted PTO will be posted in a location accessible to employees.

If an employee exercises his/her seniority to obtain PTO that includes any one of the holidays of Thanksgiving, Christmas, or New Year's Day cannot exercise his/her seniority to obtain PTO covering the same holiday in the following year.

(b) **Requests for PTO Submitted after February 15.** Any other requests for PTO and any changes in granted/scheduled PTO must be submitted in writing at least fourteen (14) days in advance of the date(s) requested. The granting of such requests will be on a first-come, first-served basis and provided staffing needs of the facility are met.

If an employee's request cannot be granted based on staffing needs, he/she may find a qualified substitute to fill his/her schedule provided no overtime results and such change is agreeable to the Employer.

Unscheduled Use of PTO. Unscheduled PTO may be taken only for an employee's own illness or injury or with the approval of the Employer. Certification by a health care provider may be required for absences due to illness or injury of four (4) or more consecutive work days or for intermittent absences due to the same reason. Unscheduled paid time off may also be taken pursuant to California's Kin Care law. It is expected that an employee will identify such time as Kin Care when it is being requested.

PTO Accrual Schedule.

Employees shall begin accruing PTO upon hire. Accrued, available PTO is used for any hours that are scheduled and not worked. Combined work hours and PTO may not exceed the employee's regular schedule for that period. PTO is paid out at 100% once an employee terminates. PTO accrues according to the following schedule based on a forty (40) hour schedule:

Completed Years of Service	Total Accrued PTO Days per Year
During 1 st and 2 nd years of employment	27 days (8.30 hours per pay period)
During the 3 rd and 4 th years of employment	32 days (9.64 hours per pay period)
During the 5 th and 8 th years of employment	34 days (10.46 hours per pay period)
During the 9 th and 10 th years of employment	35 days (10.76 hours per pay period)
During the 11 th year and each year thereafter	40 days (12.30 hours per pay period)

Donation of PTO

Employees may donate up to forty (40) hours of accumulated PTO to other employees who have exhausted their PTO balance due to catastrophic illness. The transfer shall be in hours of PTO regardless of any wage differences between donor and recipient.

Extended Paid Sick Leave (ESL)

The Employer provides Extended Paid Sick Leave (ESL) for employees regularly scheduled twenty (20) hours or more per week. Before accessing the his/her ESL bank the employee's absence from work must exceed three (3) scheduled work days, the initial three (3) days being deducted from the PTO bank.

Employees will accrue ESL according to the following schedule; the days listed are granted on the employee’s anniversary date or, if applicable, date of hire. Such time is prorated for employees working fewer than forty (40) hours per week.

COMPLETED YEARS OF SERVICE	ANNUAL ESL ACCRUAL
During first year of employment	Two (2) days
1	Four (4) days
2 and thereafter	Seven (7) days

A maximum of five hundred (500) hours of ESL may be accrued. Employees are eligible to use ESL when the employee is unable to work due to illness or disability beginning on the fifth (5th) consecutive day following the employee’s initial absence or immediately upon hospitalization.

The total number of hours used from ESL, PTO and available short-term disability benefits shall not exceed 100% of an employee’s normal pay.

ESL is not an accrued benefit that is paid out upon termination of employment.

III. Holidays

PTO use shall be automatic for the following days unless the employee works on the holiday:

- | | |
|------------------------------------|----------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King, Jr.’s Birthday | Veteran’s Day |
| Presidents’ Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Independence Day | Christmas Day |
| César Chávez’s Birthday | |

Holiday Premium

An employee working any holiday shall be paid at time and one-half (1 ½) the straight time rate plus appropriate differentials.

Any better benefit currently enjoyed by any employees will be maintained for the term of the contract, e.g., any holidays celebrated in addition to those set forth above that are granted without deduction from accrued PTO.

IV. Health, Dental and Vision

A. Health/Dental/Vision

Maintain current menu and plan options for Health, Dental and Vision programs. For whatever plan and grouping an employee is in, i.e., salary range, the Union is proposing that the employee-only rate be Employer-paid and that the rates for employee + spouse, employee + children, and family be reduced by 10% and

such resulting employee-costs would remain in place for the duration of the Agreement.

Example for PC Bronze \$70k to \$125k:

	Total Monthly Premium	Current Employee Cost	Union Proposal for Employee Cost
EE	667.95	76.14	0
EE + Spouse	1396.05	447.38	402.65
EE + Children	1242.42	324.44	292.04
Family	1977.18	588.14	529.34

B. Health Savings Account

The Employer will contribute to an employee’s (20 hours or more) health saving account the following amounts: \$500 individual; \$100 family; ½ in January, ½ in July.

V. Retirement

The Employer will contribute an amount equal to five percent (5%) of the employee’s salary to a 401(k). The Employer will continue its current profit-sharing program.

VI. Paid Educational Leave: Provide tuition reimbursement according to current program and yearly paid educational leave of up to forty (40) hours for employees to maintain licenses and/or certifications.

Paid Educational Leave is used for the employee to attend classes, conferences, seminars or conventions related to skill enhancement for the employee’s current job and/or maintenance of license or legally required certification. Paid Educational Leave may also be used for home study courses with pre-approval of the Employer.

The Employer will continue to provide CPR training without cost to the employee. If an employee is required to maintain/obtain ACLS and/or BLS the Employer will provide the employee with paid time and the fees associated with securing the certification(s).

VII. Malpractice/Life and AD&D Insurances

The Employer will provide liability insurance (malpractice), life insurance and accidental death/dismemberment insurance coverage under the same terms as similar employees of the Employer.