



**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Collective Bargaining Agreement**

**with**

**Wellpath – Stanislaus**

**August 12, 2022 – May 12, 2025**

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## **AGREEMENT**

This Agreement is made and entered into this 12th day of August 2022, by and between CALIFORNIA FORENSIC MEDICAL GROUP, INC., (WELLPATH), hereinafter called "the Employer," and NATIONAL UNION OF HEALTHCARE WORKERS, hereinafter called "the Union."

### **ARTICLE 1 – INTENT**

#### SECTION 1

It is the intent and purpose of the parties hereto, to set forth herein, the entire Agreement and the respective rights, obligations, and responsibilities of the parties, as well as the covered bargaining unit employees, as to the wages, hours, and other terms and conditions of employment; to provide a framework for labor relations between the Employer, its represented employees, and the Union; and, to provide a procedure for the prompt and peaceful settlement of grievances or disputes which may arise between the Employer and its employees or the Union to the end that there shall be no interruption or interference with the service to or operations of the Employer.

#### SECTION 2

The Employer and the Union share a joint intent that all employees, physicians, supervisors, managers, as well as Union stewards, officials, and representatives in their interactions should treat each other, and the inmates in our care, regardless of title or position, with dignity, courtesy, respect, and honesty. The Employer and the Union agree to cooperate with one another to give life to this intent and to bring forward to the other party concerns that may arise around interactions that could run counter to this stated intent. Employee grievances that arise related to this Section may be processed through the Grievance and Arbitration process set out in Article 11 but not beyond non-binding Mediation.

### **ARTICLE 2 – RECOGNITION**

#### SECTION 1. DESCRIPTION OF THE UNIT

The Employer recognizes the Union as the exclusive bargaining agent for all full-time, regular part-time, and PRN professional and nonprofessional employees employed by the Employer at Stanislaus County Court Holding, Public Safety Center West, Minimum Housing, Public Safety Center East, REACT and Juvenile Detention Facilities in the following job classifications: Registered Nurses, Psychiatric Nurses, Nurse Practitioners, Family Nurse Practitioners, Licensed Marriage and Family Therapists (LMFTs), Medical Social Workers (MSWs), Marriage and Family Therapists (MFTs), and Licensed Clinical Social Workers (LCSWs), Dental Hygienists, Dental Assistants, Clerks, Licensed Vocational Nurses, Medical Records Clerks, Competency Trainers and employees employed in any of the above-listed job classifications working in the Jail Based Competency Treatment Program (JBCT) (hereinafter “employees” or “bargaining unit

employees”); excluding all other employees, all other employees working in the JBCT, confidential employees, employees represented by other labor organizations, guards and supervisors as defined by the National Labor Relations Act.

## **ARTICLE 3 – NEWLY CREATED JOB CLASSIFICATIONS**

### SECTION 1

Any dispute as to the applicability of this Agreement to new positions or classifications created during the term will be resolved by the National Labor Relations Board (NLRB), provided the NLRB exercises jurisdiction over the parties’ dispute, and not subject to the arbitration provisions of this Agreement.

### SECTION 2

In the event the Employer establishes a new job classification which the parties agree is within the bargaining unit, the Employer will advise the Union of the proposed wage rate for the position at least fourteen (14) calendar days in advance of when it intends to fill the position and, upon written request from the Union, will make itself available to the Union during that 14-day period so that the Union and the Employer may bargain in good faith over such wage rate. Should the parties enter into such mid-term bargaining, such bargaining does not reduce or otherwise alter the parties agreed upon Article herein with regard to No Lockout/No Strike; that Article 49, No Lockout/No Strike remains in full force and effect in any such negotiations.

## **ARTICLE 4 – UNION SECURITY, DUES CHECKOFF, AND COPE DEDUCTION**

### SECTION 1. UNION MEMBERSHIP, DUES, AND FEES

All employees employed as of the time of this Agreement, or thereafter employed within the covered bargaining unit classifications, as a condition of that employment shall, within thirty-one (31) calendar days of hire into the bargaining unit, either become (a) members of the Union and pay the fees and dues uniformly required as condition of acquiring or retaining such membership or (b) elect not to join the Union and, in the alternative, agree to pay the Union financial core agency fees calculated, and uniformly applied, in accordance with the requirements of law.

### SECTION 2. AN EMPLOYEE’S FAILURE TO COMPLY WITH PROVISION

- a. Upon written notice to the Employer from the Union, and upon examination of documentary proof that an employee has failed to comply with Section 1 of this Article, the Employer shall terminate the employment of such employee within thirty (30) calendar days of such notice unless in the interim the employee complies with the above Section 1 requirements.
- b. The Employer shall not be required to discharge any employee, if the Employer has reasonable grounds to believe that Union membership or the option of agency financial core status was not available to the employee on the same terms and conditions generally applicable to others or if the Employer has reasonable grounds to believe that membership or

the employee's agency status was denied or terminated for reasons other than failure of the employee to tender the periodic dues/fees uniformly required.

SECTION 3. AUTHORIZATION FOR DEDUCTIONS AND REMITTING OF DUES/FEES/COPE

- a. On a biweekly basis, the Employer shall deduct the amount of union dues or agency fees specified by the Union from the wages of all employees who have provided the Employer with a written voluntary assignment authorizing such deductions, provided the employee had sufficient earnings, after all other deductions, to pay the amount of dues specified.
- b. On a biweekly basis, the Employer will honor bargaining unit employees' written voluntary assignment of wages to the Union's COPE fund.
- c. The employee's written authorization authorizing deductions shall be in a form acceptable to the Employer. The written authorization must be submitted to the Employer's designated representative(s), via email, no less than fourteen (14) calendar days before the first pay period in which the deductions are to occur. If timely submitted, the deductions will be taken in the paycheck following the first full pay period after receipt of the above information. Notwithstanding any language to the contrary on any written authorization form, resignation of Union membership, revocation of agency status, termination of employment, or the transfer out of the bargaining unit shall automatically revoke any prior dues and/or fees deduction and assignment authorization. Further, bargaining unit employees may revoke their authorization for contributions to the Union's COPE fund at any time by written notice to the Union and/or Employer.
  - i. The Union will notify the Employer of any bargaining unit employee who resigns Union membership or revokes agency status in a timely manner so that adjustments can be made to the otherwise next scheduled deductions.
- d. The Union, in written notice to the Employer, shall identify the Union representative authorized to receive the dues, fees, and COPE contributions deducted pursuant to this Article, the address where such deductions should be remitted, and the Union representative with authority to change dues and/or fees amounts.
- e. The Union will furnish to the Employer a written schedule of the Union dues, fees, and agency payments to be deducted pursuant to this Article. The Union agrees to notify the Employer in writing and in no less than fourteen (14) calendar days in advance of any changes to the dues, fees, and/or agency payments applicable to the bargaining unit employees. Such change will take effect and be deducted under the terms of this Article in the next full payroll period after receipt of such notice.
- f. By the end of the second full week of each calendar month, the Employer will remit to the Union in an electronic file the employee's name, employee ID number and the amounts attributed to each employee for dues, COPE, and/or agency fees, pursuant to assignments authorized under this Article. Included in the electronic information provided will be:

A full list of bargaining unit members, including within that list the home address, home phone, cell phone, email address, job title, classification status (i.e. full-time, part-time, or

PRN), and shift, wage rate, worksite, hire date, and employment status (i.e. leave of absence or termination).

#### SECTION 4. MATERIALS PROVIDED TO NEW EMPLOYEES

The Employer will distribute to employees being hired or transferred into the bargaining unit the following materials provided to the Employer by the Union in advance and in sufficient quantity: union membership card/agency fee card, payroll union deduction authorization form, union constitution and by-laws, the collective bargaining agreement, and list of union stewards.

The Employer shall remit to the Union a copy of union membership authorization forms provided by employees.

#### SECTION 5. INDEMNIFICATION OF EMPLOYER

The Union shall indemnify, defend, and hold harmless the Employer, and all its current and former employees, officers, directors, agents, and representatives, from harm against any claims, demands, suits, or all other forms of liability of any kind, and/or recovery of damages, as well as all costs incurred as the results therefrom, including all costs associated with and incurred by the Employer's defense, that arise out of or are otherwise directly or indirectly related to any action taken or not taken by the Employer for purposes of complying with any provision of this Article. In addition, the Union agrees to promptly return to the Employer any erroneous or improper payment and/or overpayment made to the Union under this Article.

#### SECTION 6. RELIGIOUS EXEMPTION

Notwithstanding the above, any bargaining unit employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support the Union as a condition of employment. Such employee is, however, required to pay sums equal to the Union's agency fees to one of the non labor, non-religious charitable funds exempt from taxation under Section 501(c)(3) of Title 36 of the Internal Revenue Code, as will be designated and mutually agreed upon by the Employer and the Union, and submit proof of such payment to the Union or Employer upon request.

#### SECTION 7. MUTUAL COOPERATION IN ADMINISTRATION OF THIS ARTICLE

The Union and the Employer agree to cooperate with one another in an effort to make the information sharing process described in this Article as seamless and trouble free as is practical for both parties, with minimal administrative effort.

## **ARTICLE 5 – UNION REPRESENTATIVES AND STEWARDS**

### **SECTION 1. NOTIFICATION TO EMPLOYER OF UNION REPRESENTATIVES**

The Union shall provide written notification to the Employer of the names of the duly authorized Union representatives. The Employer is not obligated to recognize or extend any privileges under this Article to anyone other than the individuals so identified.

### **SECTION 2. ACCESS**

- a. The parties acknowledge that access to the facility interior, and any part thereof, and exterior property is ultimately controlled and determined by the Sheriff's Office whose directives, policies, and procedures override any provisions of this Article or other portions of the Agreement that addresses such access. Decisions by, and directives of, the Sheriff's Office as to access are not subject to the grievance and arbitration provisions of this Agreement.
- b. A duly authorized representative of the Union may access the Employer's facility, as set forth in Sections 2(a) and (d) herein and all conditions that may be set for such access by the Sheriff's Office, and the bargaining unit areas as set forth in Section 2(e) herein for the purpose of conferring with bargaining unit employees and/or meeting with the Employer for the purposes of investigating, processing, presenting and/or discussing grievances filed and pending under the terms of this Agreement or to meet with the Employer over issues arising under the Agreement.
- c. The Union representative wishing access to the facility must notify the Health Services Administrator (or "HSA") or, in the absence of the HSA, the ranking manager on shift, at least twenty-four (24) hours in advance. Upon arrival at the facility, the visiting Union Representative must notify the HSA or, in the absence of the HSA, the ranking manager on shift. The Employer retains the right to cancel any scheduled access in the event of a facility emergency or similar unanticipated operational matters.
- d. Prior to, and as a condition of any such access, any Union representative desiring to visit the Employer's facility under the terms of this Article must satisfy all entry requirements under the Employer's policies and procedures, federal or state laws, or as may be required by the Sheriff's Office or any rules or regulations imposed under the service agreement and cleared through the regular channels for receiving visitors for the desired access areas (the parties acknowledge that access to the worksite is governed by and is at the discretion of the Sheriff's Office in accordance with the rules, regulations, and policies of the Sheriff's Office and may be denied or otherwise limited by the Sheriff without recourse).
- e. While on the property, any Union Representative must follow the Employer's rules and regulations as well as the rules and regulations of the Sheriff's Office. The Union Representative will not have access to facility inmate housing, clinic and other treatment areas, or other security areas to which inmates have access but rather, while on the property, access will be limited to the administrative office areas within which the bargaining unit employees work as well as break room areas designated for use by the bargaining unit employees. The Employer will not unreasonably restrict the movement of the Union



Representative within the administrative area or monitor their interaction with bargaining unit employees while in the defined area.

- f. The presence of the Union Representative at the facility shall not interfere with or interrupt, in any way, the operation of the Employer's business or, without permission from and at the discretion of the Employer, any work of any employee.

### SECTION 3. UNION BUSINESS

Except as expressly provided herein, or as may be granted in writing at the sole discretion of the HSA, on a case-by-case basis, the Union will not hold and/or conduct any elections, meetings, or any other Union business of any kind on Employer time. Such activity shall not interfere with or interrupt, in any way, the operation of the Employer's business or any work of any employee. If requested by the Union, the Employer will attempt, in good faith, but is not obligated to find an available private area for the Union to use.

### SECTION 4

- a. Except as otherwise expressly provided for in this Agreement, the Union, as well as bargaining unit employees, are prohibited from soliciting other employees or distributing literature to other bargaining unit or non-bargaining unit employees for any cause during their assigned working time. For this purpose, working time means time during which either the soliciting or distributing employees or the employees who are the object of the solicitation or distribution are expected to be actively engaged in their assigned work. Notwithstanding the foregoing, solicitations may be conducted by bargaining unit employees of other bargaining unit employees during their respective lunch period, coffee breaks, or other authorized non-work time in non-work/non-patient care areas.
- b. Except as otherwise may be limited by the rules, regulations, policies, or directives of the Sheriff's office, or as otherwise may be expressly prohibited by this Agreement, employees may solicit or distribute literature at the facility to non-supervisor/non-management employees of the Sheriff's Office during the non-work time of either the soliciting or distributing employees or the areas/non-patient care areas of the Employer or that of the Sheriff's Office.
- c. The Union, as well as bargaining unit employees, are prohibited, at any time and in any location at the facility, from soliciting or distributing literature to any inmate, visitor, or similar third party to the facility.

### SECTION 5. UNION STEWARDS

#### a. Appointment of Steward

The Union may appoint up to five (5) bargaining unit employees to serve as Union stewards and five (5) additional employees to serve as alternate Union stewards.

#### b. Names of Stewards Supplied to the Employer

The Union shall supply the Employer a complete and accurate list of the bargaining unit employees serving as authorized Union stewards. Only those employees so designated shall

be recognized by the Employer; the Employer shall have no obligation to recognize anyone not on the official list. Until such notice is given, the Employer is not obligated to recognize any individual as a steward.

c. Investigating or Adjusting Grievances

- i. The Union steward may act as the representative of the Union in the investigation and adjustment of grievances. The stewards' performance of their duties on behalf of the Union in the investigation and adjustment of grievances shall not interfere with or otherwise impede any internal Employer investigation or an investigation conducted by the Sheriff's Office or other third party. Only one (1) Union steward will be the designated representative of the Union regarding any one (1) grievance or work-related issue. If a change of a steward assigned to a particular matter becomes necessary for any reason, the Union will provide immediate written notice of the change to the Employer, including the name of the steward's replacement.
  - ii. The stewards' performance of their duties on behalf of the Union in the investigation and adjustment of grievances shall not interfere with the performance of their assigned duties or the performance of assigned duties of any bargaining unit employee without first obtaining the permissions set out herein. A steward must provide reasonable advance notice to, and get permission from, their immediate supervisor to leave the steward's assigned duties to conduct Union business. When entering the area of another supervisor's responsibility for the purpose of investigating or processing a grievance, if the Steward is requesting that an employee be relieved from work to meet with the Steward, the Steward will contact the employee's supervisor, explain the nature and purpose of the Steward's presence, and get permission from that supervisor for release from duty of the employee(s) with whom the Steward needs to confer. The Union agrees and acknowledges that the Stewards' primary responsibility is to carry out their normal duties related to their work for the Employer and that working time spent on Union business will be kept to an absolute minimum. Thus, this steward's privilege must not be abused.
  - iii. Neither the Employer nor an Employer's manager or employee, steward, Union officer, agent, or representative, will, directly or indirectly, coerce, intimidate, discriminate, or retaliate against any employee in an attempt to get the employee to provide statements, or in response to any employee statement given, in connection with any pending grievance under the Agreement.
  - iv. The parties affirm that the Employer may require bargaining unit employees' cooperation with, and participation in, internal or external investigations related to operational issues arising in the course of the Employer's business including, but not limited to providing statements; the Employer will not coerce, intimidate, discriminate, or retaliate against any employee solely based upon the content of any statement given in conjunction with such investigations as long as such content does not violate a work rule, regulation, or policy.
- d. No steward, any other bargaining unit employee, or other Union officer, agent, or representative will, directly or indirectly, contact, interview, solicit, or collect statements or other information of any type from an inmate.

e. Union Stewards and Application of Agreement

Union stewards shall have the same rights and privileges as provided in this Agreement as any other employee in the bargaining unit.

f. Union Education Program

Operational considerations permitting, and at the sole discretion of the Employer, up to three (3) bargaining unit employee Union stewards may be granted up to three (3) days of leave without pay to participate in one Union educational program per twelve (12) consecutive month period. The request for such time off must be made as far as in advance as possible but no fewer than three (3) weeks in advance of the date the schedule is posted and if approved will be done so based upon operational consideration.

## **ARTICLE 6 – BULLETIN BOARD**

### SECTION 1

The Employer shall provide a bulletin board exclusively for the use of the Union in each work location and which shall be the sole means of posting all Union notices. The postings shall be limited to:

- a. Notices of Union recreational and social events;
- b. Notices of Union appointments elections and results of Union elections;
- c. Notices of and minutes from Union meetings;
- d. Notices regarding negotiations; and,
- e. Notices of steward/member training and/or CEU classes.

### SECTION 2

The Union shall first provide a copy of any planned posting to the HSA, or designee, for approval before posting. Approval for such posting will not be unreasonably withheld. The Union will not post any notices in any location at the facility other than the designated bulletin board.

### SECTION 3

The Employer reserves the right to determine the location of the Union bulletin board as long as the bulletin board is located in an area to which the bargaining unit employees have regular access.

## **ARTICLE 7 – NOTICE**

### SECTION 1

Whenever written notice is to be given under the terms of this Agreement to either party hereto, it shall in all cases, except where some other method is specifically prescribed herein, be sent by

"Certified Mail, Return Receipt Requested," or by email to the Employer and the Union representatives designated by each party as authorized to receive such notice.

## SECTION 2

When notice is given as prescribed in the foregoing paragraph, the notice shall be deemed to have been given on the day it is mailed/emailed.

## SECTION 3

Each employee covered by this Agreement is responsible, at all times, for having their correct address, email address(s), and a working primary and secondary (if available) telephone number on file with the Employer. The Employer shall be entitled to rely upon the last known employee contact information on file in the Employer's official personnel records.

## SECTION 4

Unless otherwise required by the express language of this Agreement, when the Employer is giving notice to employee(s) under any provision of this Agreement, that notice may be given in writing through hand delivery, by mail, email, text, or over the telephone based upon the employee's information on file, or in person (e.g., staff meetings, email, OnShift or similar informational programs, on-site facility distribution, etc.). On job related matters for which employees will be held accountable, the Employer may also use the Employer bulletin board as a supplemental means of communication. Notice is deemed to have been given as of the date of publication/distribution. Bargaining unit employees have an obligation to review and will be held accountable for any such notice.

## SECTION 5

Except where some other method is specifically prescribed herein, when an employee is required to give notice under any provision in this Agreement to the Employer, said notice shall be deemed to have been properly given when the employee informs the HSA, through hand delivery, by mail, email, orally in person, or over the telephone. If mailed or given by email, the notice shall be deemed to have been given on the date that it was postmarked/sent.

# **ARTICLE 8 – MANAGEMENT RIGHTS**

## SECTION 1. GENERAL RESERVATION OF RIGHTS

This Article is not intended to negate other specific provisions of the Agreement. Where the management right is limited or altered by another specific provision of the Agreement, that provision governs insofar as it limits or alters a right retained by management. Article 53, Term of Agreement, includes within its coverage this Article 8, Management Rights, such that neither party is obligated to bargain with respect to any rights exercised under this Article 8.

## SECTION 2. EXPRESSED RIGHTS RETAINED

The rights, and all powers, functions, responsibilities, and authority necessary for, or associate therewith, to carry out the ordinary and customary functions for the management and operation

of the enterprise, and the direction of the workforce, are vested exclusively with the Employer whether or not such rights were exercised by the Employer prior to or at any time after the execution of this Agreement. Unless otherwise specifically limited by the express language of the Agreement the rights retained by the Employer, whether expressly reserved herein or generally considered to be inherent to the managerial discretion, include, but are not totally inclusive of, the sole right to:

- a. Determine organizational structure; to determine the number and types of employees required;
- b. Select and direct personnel; to hire, discipline, discharge, lay off, and promote;
- c. Determine or change the starting or quitting time and the number of hours worked;
- d. Determine work to be performed by, and assign duties to, the workforce;
- e. Assign or transfer, temporarily or permanently, employees to other duties as operations may require;
- f. Establish, change, combine, and eliminate jobs, positions, or job classifications;
- g. Determine methods, processes, and procedures of operations; to introduce new, eliminate or change methods, processes, and procedures or equipment including, but not limited to utilization of technology recognizing that in some situations such change in the method or methods of operations may produce a change in job duties and reduction of personnel;
- h. Determine the qualifications, skills and abilities needed and preferred for any position and evaluate the qualifications, skills, and abilities of the bargaining unit employees;
- i. Establish quality and work standards and to evaluate the performance of the bargaining unit employees and take action consistent, in whole or in part, in consideration of such standards;
- j. Determine shifts, work schedules, and daily hour of operations; to determine the number of employees needed at any time and in any capacity on any shift and to assign employees to such shifts or schedules;
- k. Discontinue operations, in whole or in part, to subcontract, to transfer, to sell or otherwise dispose of its business, in whole or in part; and
- l. In all respects, to otherwise take such measures as management may determine to be necessary to the orderly or economical operation of the business.

### SECTION 3. RIGHT TO ESTABLISH WORK RULES

The Employer retains the right to establish and enforce work rules and policies, not otherwise set out in this Agreement or in existence at the time of this Agreement, designed to maintain discipline, safety, and order or otherwise related to the performance of the bargaining unit employee's job and operation of the facility; this includes Employer Handbooks which, with the exception of the limitations noted herein, would apply to bargaining unit employees as well.

Any such rule, policy or Handbook may not conflict with the express written terms of this Agreement; where there is a conflict, the express terms and conditions of this Agreement shall apply. Work rules and policies set out in this Agreement or in existence at the time of the Agreement are presumed reasonable, in contract conformity, and just cause for disciplinary action. The Union, under the grievance and arbitration procedures of this Agreement, Article 11, retains the right to grieve the reasonableness or contract conformity of any such newly established work rule or policy within ten (10) calendar days of it being furnished to the Union through its Steward or representatives. Should the Union not grieve any such rule or policy within the ten (10) days, it shall be deemed reasonable, in conformity with this Agreement, and just cause for disciplinary action under this Agreement.

#### SECTION 4. RIGHT TO TEST

The Employer may require, as a condition of employment or continued employment, any employee or potential employee to submit to "fitness for duty testing" or in the case of an existing specific employee, if the Employer has bona fide rationale/justification for such testing. Fitness for duty testing may include drug testing, but in no case will drug testing be conducted at random, and other testing done in connection with federal, state, or local regulations or mandated protocols, or as may be required by an underlying governmental services contract. Such testing shall be done by a health care provider of the Employer's choosing and at the Employer's expense. The Employer may, in whole or in part, rely upon the results of any such examination in evaluating compliance with Employer, federal, state, or local policy or those of the contract governmental agency, the ability of the employee or potential employee to perform efficiently, effectively, and safely and may accommodate, retract any offer of employment, disqualify, or take other action deemed appropriate by the Employer.

#### SECTION 5. OBLIGATION TO INMATES

The Union, on behalf of the employees, recognizes that the primary obligation of the Employer is to ensure the safety, health, and comfort of the inmates. Consequently, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and maximum inmate care. The Union recognizes that inmate care is the primary concern of the Employer, and in emergency situations, inmate care may be placed ahead of the terms of this Agreement, without the Union permanently forfeiting any of its rights.

#### SECTION 6

The Union, on behalf of itself as well as the represented bargaining unit employees, recognizes that the Employer has a contract with the County of Stanislaus and that the Employer may take action required of it by the County or the Sheriff's Office under the terms of the contract. Any action undertaken pursuant to the County contract or Sheriff's directive, whether such action was so required may be subject to the Agreement's grievance and arbitration procedure at the option of the Union.

## **ARTICLE 9 – DISCIPLINE AND DISCHARGE**

### **SECTION 1. DISCIPLINE/DISCHARGE FOR JUST CAUSE**

Non-probationary employees shall only be disciplined or discharged for just cause including, but not limited to, violations set out in the Work Rules, Appendix A, to this Agreement. Discipline or discharge of non-probationary employees shall be subject to the grievance and arbitration procedure.

### **SECTION 2. APPROPRIATE DISCIPLINE**

The Employer shall determine the appropriate discipline to administer. In so doing the Employer will consider the seriousness of the offense, the record of the employee and the conditions under which the offense took place. Generally, the Employer will use a system of progressive discipline (which may include actions such as verbal counseling/warnings, corrective training, reassignment, demotion and/or probation, written counseling/warnings, disciplinary suspensions with or without pay, and/or termination of employment) however the Employer retains the discretion to start or “jump” steps in any progression based upon the Employer’s review of the prior evaluation criteria. All disciplinary actions may become a permanent part of the employee’s personnel file.

### **SECTION 3. WRITTEN NOTICE OF DISCIPLINE**

- a. When an employee is terminated, suspended with or without pay or demoted, the Employer will notify the employee by written notice setting forth the effective date of the discipline, the form of the discipline (e.g., termination, suspension, or demotion) and the reason for the discipline or, in lieu thereof, the Employer shall send the employee the notice by certified mail.
- b. Where the cause of discipline is poor performance that does not otherwise violate one or more of the Employer’s work rules that independently warrant discipline in the Employer’s judgment, the disciplinary notice must advise the employee in writing of the general time period during which the employee must evidence sustained improvement and, if warranted in the judgment of the Employer, the date on which termination will occur if sustained improvement is not made. The Employer may accelerate the termination date if performance declines during this period or if other intervening events occur that warrant discipline in the Employer’s judgment.

### **SECTION 4. CONSIDERATION OF PRIOR DISCIPLINE FOR PROGRESSIVE DISCIPLINE**

The record of a prior disciplinary action against an employee shall not be considered in the determination of a penalty in any subsequent disciplinary action after twelve (12) consecutive months for any formal written disciplinary warnings and after eighteen (18) consecutive months for suspensions if no further discipline has been imposed during the applicable period.

## SECTION 5. WEINGARTEN RIGHT OF EMPLOYEES

Employees shall be entitled to Union representation in accordance with their Weingarten Rights under the National Labor Relations Act during investigations the employee reasonably believes could lead to disciplinary action.

## **ARTICLE 10 – ACCESS TO PERSONNEL RECORDS**

### SECTION 1. REVIEWING ONE’S PERSONNEL FILE

An employee, upon written request and during normal business office hours, at a time mutually agreed upon by the Employer and employee and at reasonable intervals, shall be permitted to review the contents of their personnel file, excluding letters of reference and information relating to the investigation of a possible criminal offense. Such review is to be done onsite at the location where the personnel files are maintained by the Employer and, at all times, in the presence of an Employer representative. The employee may request copies of, but may not remove any contents from the personnel file. If so requested, the Employer shall provide one copy of the requested record without charge during the term of this Agreement.

### SECTION 2. UNION REPRESENTATIVE REVIEW OF AN EMPLOYEE’S PERSONNEL FILE

A Union representative shall be permitted to review an employee’s personnel file excluding letters of reference and information relating to the investigation of a possible criminal offense when accompanied by the employee, or upon presentation of a written authorization signed by the employee. Such review will be scheduled during normal business office hours, at a time mutually agreed upon by the Employer and Union representative. Such review is to be done onsite at the location where the personnel files are maintained by the Employer and, at all times, in the presence of an Employer representative. The Union representative may not remove any contents from the personnel file. The Union representative may request a copy of the employee's personnel record or certain documents therein. If so requested, the Employer shall provide one copy of the requested record without charge during the term of this Agreement.

### SECTION 3. WRITTEN REBUTTALS

Employees shall have the right to submit a written rebuttal to any written disciplinary action or documentation of a negative nature. All rebuttals shall be placed in the employee's personnel file.

## **ARTICLE 11 – GRIEVANCE / ARBITRATION PROCEDURE**

### SECTION 1. GRIEVANCE DEFINED

A grievance is any dispute or complaint the Union may have with the Employer over the interpretation, application, or alleged breach of written terms and provisions of this Agreement. Only the Union may file a grievance under this Article; the Employer cannot file grievances. This Article does not survive the term of this Agreement. Grievances shall be processed



promptly, and both parties thereto shall make a reasonable effort to adjust or settle such disputes using the steps set out in this Article.

## SECTION 2. TIME LIMITATIONS

All time limits herein are calendar days and, in each instance, are jurisdictional in nature meaning they must be met as condition to consideration of any grievance filed herein. Time limits may be extended or waived only by mutual agreement of the parties in writing. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto. If no answer is given when due, the Union shall have the right to take the grievance to the next step or to mediation or arbitration within the time limitations set forth herein, time being of the essence.

## SECTION 3. STEP 1

- a. Only a Union steward or an authorized Union representative shall have the right to file a grievance under this Article.
- b. The grievance shall be considered null and void unless all of the following requirements are met. Grievances must:
  - i. Be signed by a Union steward or an authorized Union representative;
  - ii. Be received by the Health Service Administrator, or their designee, no later than fourteen (14) calendar days of the event giving rise to the grievance, ten (10) calendar days in cases of termination;
  - iii. Specify in detail the facts upon which the grievance is based (including date, time, and location of the alleged violation) as well as the specific provisions of the Agreement violated;
  - iv. State the name(s) of the employee(s) who have been impacted by the violation alleged in the grievance, unless such grievance is a “class action/all affected” grievance;
  - v. State the name(s) of any known witnesses to the events giving rise to the grievance (failure to identify a witness that may not be known at the time does not preclude other witnesses being identified and relied upon during the grievance investigation);
  - vi. State the remedy sought; and,
  - vii. Provided that nothing herein shall affect or restrict the Employer’s right to obtain information regarding the grievance from the Union.
- c. The Employer shall give its Step 1 written answer to the Union steward or Union representative within ten (10) calendar days from receipt of the grievance.

## SECTION 4. STEP 2

- a. If the grievance is not satisfactorily settled in Step 1, the Union steward or Union representative may, within ten (10) calendar days after the answer in Step 1 is received or

was due, whichever is earlier, appeal the matter in writing to the Director of Operations or designee.

- b. In order to be valid, the Step 2 appeal must be signed and dated by a designated Union steward or Union representative.
- c. The Employer shall give its Step 2 answer in writing to the Union steward or Union representative within ten (10) calendar days from receipt of the appeal or, in the case a grievance meeting is held under Section 5 of this Article, within ten (10) calendar days of that meeting.

#### SECTION 5. GRIEVANCE MEETINGS

- a. Step 1, the parties may, but are not required to, meet in person (or virtually) at a mutually agreeable time and place to discuss and attempt to resolve the grievance.
- b. Step 2, if requested by the Union or the Employer, the parties will meet in person (or virtually) at a mutually agreeable time and place to discuss and attempt to resolve the grievance. If there is a steward assigned to the grievance, the steward may be excused from their shift with pay for time spent attending such a grievance meeting.

#### SECTION 6. MEDIATION

- a. If the grievance is not satisfactorily resolved in Step 2, the Union may move the dispute to non-binding mediation in an effort to resolve the matter. By mutual agreement of the Employer and Union, the parties may elect to utilize binding mediation to resolve a pending grievance as an alternative to the arbitration procedures set out herein.
- b. Written notice of the Union's desire to submit the grievance to mediation must be made and received by the Health Services Administrator, or designee, within ten (10) calendar days after the answer in Step 2 is received or was due.
- c. The mediator will be one of the commissioners from the California offices of the Federal Mediation and Conciliation Service and conducted under standard FMCS rules and guidelines for such procedures; provided that there be no record of the proceedings, no witness testimony offered but rather a presentation from both sides of the dispute and what the respective sides contend the evidence would show should the matter have proceeded to arbitration. By mutual agreement of the parties, exceptions may be made to these procedures in cases where the parties have elected to pursue binding mediation.

#### SECTION 7. ARBITRATION

- a. If the grievance is not satisfactorily resolved in non-binding mediation, or if the Union elected not to pursue mediation of the grievance not resolved in Step 2, the Union may defer the grievance to arbitration.
- b. Written notice of the Union's desire to submit the grievance to arbitration must be made and received by the Health Services Administrator, or designee, within ten (10) calendar days after the answer in Step 2 is received or was due, or where the matter was submitted to non-

binding mediation, within ten (10) calendar days of the mediation. Grievances not moved to arbitration within the time limits herein shall be deemed abandoned and waived.

- c. In order to be valid, the deferral to arbitration must be signed and dated by a Union representative (the signature by a Union steward will not satisfy this requirement).
- d. Within fourteen (14) calendar days of the above Section 7(b) written notice of intent to arbitrate given to the HSA, the Union shall request a list from the Federal Mediation and Conciliation Service of seven (7) arbitrators from California and the immediate surrounding states. The Union and the Employer shall select from that list one (1) arbitrator to hear the grievance by alternately deleting names from the list until a last name remains. As the moving party, the Union shall be entitled to the first list deletion. Each party retains the respective right to reject one entire panel in each case and request the FMCS provide a second list from which the selection will be made by the alternating strike process herein.

#### SECTION 8. RESTRICTIONS ON ARBITRATOR'S AWARD

- a. The arbitrator shall decide the matter within the scope of this Agreement and shall have no power to make a determination inconsistent with the expressed terms or provisions thereunder, or to add to, subtract from, alter or modify said provisions.
- b. The arbitrator shall have no jurisdiction over any matter that is barred by the time limits set out herein including, but not limited to, any consideration or decision on whether the time limits, not met, preclude arbitration.
- c. The arbitrator shall have no power to base their award on any alleged or actual custom, practice, or understanding which occurred prior to the effective date of this Agreement, not set out herein, or which may exist outside of the bargaining unit covered by the Agreement.
- d. The arbitrator shall have no power to render a decision or award which grants relief extending beyond the termination date of this Agreement or to grant relief extending more than fourteen calendar days, or ten (10) calendar days in cases of terminations, prior to the presentation of the grievance.
- e. The arbitrator shall not hear more than one (1) grievance at any time unless the parties have otherwise agreed in writing prior to the proceeding.
- f. The arbitrator shall not have the power to issue an award inconsistent with any applicable law.
- g. The arbitrator's decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other and the arguments presented in the written post-hearing briefs of the parties.
- h. In arbitrations that involve discipline for any work rule attached to this Agreement under Appendix A or published during the term of the Agreement pursuant to Article 8, Section 3, the arbitrator's authority shall be limited to a determination of whether or not the Employer had a reasonable basis to believe the employee committed the act or acts for which they were

disciplined and, if so, whether the Employer's decision as to the kind and degree of discipline issued was arbitrary, discriminatory, or unreasonable.

- i. Any awards of back wages shall be limited to the amount of wages the employee would otherwise have earned less any unemployment compensation or any other compensation they may have received from any source during the period. If the employee was out of the labor market or failed to make diligent efforts to apply or look for work during unemployment, no back pay shall be awarded for that period. The Employer, in no event, shall be required to pay back wages for more than fourteen (14) calendar days, or ten (10) calendar days in cases of terminations, prior to the date a written grievance is filed.
- j. The arbitrator should render his/her decision and award in writing within thirty (30) calendar days of the conclusion of the hearing or submission of written post-hearing briefs, whichever is later.
- k. The decision of the arbitrator issued within the limits on the arbitrator's authority as set forth herein shall be final and binding on all parties, i.e., the Employer, the Union, and the employee(s). Provided, however, that nothing herein shall be construed to expand upon, detract from, or alter the generally recognized scope of judicial review of arbitration awards.

#### SECTION 9. COSTS OF ARBITRATION

Any fees and expenses of the arbitration including the cost of any hearing room and court reporter shall be shared equally by both parties. The individual parties shall be responsible for purchasing copies of the transcript if they order a copy. Each party shall bear its own costs of representation and witnesses.

#### SECTION 10. SIGNATURES OF DOCUMENTS PERTAINING TO GRIEVANCES

The requirement of signatures in any document for purposes of this Article is satisfied if such document is sent by email.

### **ARTICLE 12 – DISCRIMINATION/HARASSMENT**

#### SECTION 1. NO DISCRIMINATION BASED ON UNION ACTIVITY

There shall be no discrimination, restraint, coercion, or intimidation by the Employer, the Union, or any employee against any bargaining unit employees because of their membership in or agency relationship with the Union, or because of their participation or non-participation in Union activities.

#### SECTION 2. DISCRIMINATION

The Employer and Union agree to a joint and shared obligation to ensure that the provisions of this Agreement be applied to all employees within the bargaining unit in a manner consistent with the applicable federal and state employment discrimination laws. The Employer's policy on Harassment, Discrimination, and Retaliation in effect at the time of this ratification, or as may be

introduced during its term through the procedures set out herein, shall be treated as a part of the Agreement.

### SECTION 3. AMERICANS WITH DISABILITY ACT

- a. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans With Disabilities Act, as the Employer deems necessary and appropriate even if such accommodation is contrary to the terms of this Agreement. This Agreement does not alter, or in any way expand or increase, the Employer's obligation to make reasonable accommodations as required by state and/or federal law, including the Americans With Disabilities Act.
- b. The parties agree that any accommodation made by the Employer with respect to job duties or any other term or condition of employment shall not, in any way, become applicable to any other individual, class, or group of employees but shall apply only to the person or persons accommodated in the particular situation. The fact that such person(s) was accommodated, the manner, and the method of such accommodation shall be without precedent and, therefore, may not be used or relied upon by any person for that purpose at any time in the future.

### SECTION 4. EXCLUSION FROM ARBITRATION

Disputes any employee or the Union may have with the Employer relating to this Article may be processed through the Grievance and Mediation (binding or non-binding) procedures set out herein in Article 11, Section 6 however are precluded from and are not eligible for the Arbitration procedures. Nothing herein precludes an employee or the Union from pursuing through the procedures and remedies established under applicable federal, state, or local laws, under the time limits, terms, and conditions thereof, any dispute it may have with the Employer that could also be in violation of this Article.

## **ARTICLE 13 – SECURITY CLEARANCE / CREDENTIALS**

### SECTION 1

As a condition of employment, each employee must retain their own security clearance from the Stanislaus County Sheriff's Office. If the Sheriff's Office directs the Employer to replace or remove an employee for loss of security clearance, or for any other lawful reason, such reason shall be deemed just cause for termination and not subject to the grievance and arbitration procedures of this Agreement.

If the Sheriff removes an employee's security clearance predicated on a disciplinary action taken by the Employer that is subsequently overturned through the grievance and arbitration procedure, the Employer will notify the Sheriff of the exoneration of the employee and request reinstatement of the employees' security clearance.

- a. The operation of this Section 1 shall not be used as a means to circumvent Article 9, Discipline and Discharge and/or Article 11, Grievance/Arbitration Procedure of this Agreement.
- b. The Employer may not initiate a security clearance revocation as a means to abrogate the terms of this Agreement; however, nothing herein shall be construed to prevent good faith cooperation in any lawful investigation or proceeding initiated by the Sheriff's Office, nor shall it be construed to prevent the Employer from bringing facts to the attention of the Sheriff's Office in good faith, even if such information ultimately results in a security clearance investigation.

## SECTION 2

As a condition of employment, each employee must maintain and keep current, and in good standing, all credentials and licenses necessary to provide service under this Agreement for the Employer. The failure to maintain credentials and licenses needed to provide service shall be deemed just cause for termination and not subject to the grievance and arbitration procedures of this Agreement.

# **ARTICLE 14 – EMPLOYMENT CATEGORIES**

## SECTION 1

Individuals at the time of hire, upon entry into the bargaining unit, or upon a change in status/job are placed into one of the following four categories: full-time, part-time, PRN, or temporary. At the time of hire or upon entry into the bargaining unit, or upon a change in status/job thereafter, employees will be given written confirmation of their category status, the receipt of which the employee will acknowledge by counter signing the document.

## SECTION 2

Employees are assigned a category status at the time of hiring or being awarded the position under this Agreement. The number of hours typically worked or scheduled that are associated with any category are not determinative of an employee's actual status; merely working a certain number of hours does not determine an employee's category status. Notwithstanding the foregoing, the average number of hours worked over the course of a calendar year may make an employee eligible for benefits associated with a particular category under the terms of this Agreement for the next calendar year that otherwise may be precluded based upon the employee category.

- a. Full-Time Employee

An employee regularly scheduled to work thirty (30) hours per week in an established position.

- b. Part-Time Employee

An employee regularly scheduled to work less than thirty (30) hours per week, but with regularly scheduled hours in an established position.

c. PRN Employee

An employee who is hired to work as an intermittent, “as needed” or relief employee.

d. Temporary Employee

An employee who is hired for a specific, limited period of time usually to perform a particular function or fill a specific limited coverage need which, when completed, ends employment. Temporary employees are hired for a period not to exceed seven (7) consecutive months. When the temporary employee is hired to cover an employee’s approved leave, any extension beyond the seven (7) month period requires notice to, and consent from, the Union. When a temporary employee is hired to provide supplemental patient care (i.e., care outside of the core contracted service parameters), any extension beyond the seven (7) month period requires notice to the Union but may not extend past the time associated with the required special care.

SECTION 3. RECATEGORIZATION OF EMPLOYEES

An employee may be assigned to another category under this Section only when the Employer determines there is an existing, open vacancy and the employee applies for, and is awarded, that position under the terms of this Agreement. A position is not open if another employee is entitled to claim the position under the provisions of the Agreement, if a regular employee is on leave and entitled to return to his/her position, or if a regular employee is otherwise entitled to claim the position pursuant to the requirements of law.

SECTION 4. REGISTRY WORKERS

The Employer reserves the right, in its sole discretion, to engage registry and other temporary/contingent workers to meet the needs of the inmate/patient population(s) served, provided engaging such persons does not displace bargaining unit employees. Said registry-dispatched workers shall not be included in the bargaining unit.

**ARTICLE 15 – JOB DESCRIPTIONS**

SECTION 1

The Employer shall maintain job position descriptions, which include summaries setting forth job duties for all bargaining unit positions and regular assignments, if applicable.

SECTION 2

When job descriptions for bargaining unit positions are revised to reflect significant (material) changes in duties, the Employer will give the Union at least fourteen (14) days advance notice of the contemplated changes. If the changes in duties resulting in the Employer’s revision of job descriptions require the employee’s development of significantly higher level of skills, require additional education or training not provided by the Employer, the Employer will, upon request, bargain with the Union to agreement or impasse over such revisions, including the effects of such revisions. If such bargaining is not completed within fourteen (14) days after the Employer’s originally proposed or announced effective date, the revisions may be implemented,

whether or not further bargaining is necessary in order to reach an agreement or a good faith impasse. Should the parties enter into such mid-term bargaining, such bargaining does not reduce or otherwise alter the parties agreed upon Article herein with regard to No Lockout/No Strike; that Article 49, No Lockout/No Strike remains in full force and effect in any such negotiations.

### SECTION 3

Nothing herein shall be relied upon as limiting the Employer's right to assign, and the employee's obligation to perform, tasks which may not be included on any job position description; provided that any such additional tasks do not require specialized training, certification, or licensing which the bargaining unit employee may not possess at the time of the assignment or otherwise materially impact the employees' ability to perform associated with their job.

### SECTION 4. ORIENTATION

The Employer shall provide adequate (i.e., that which is minimally required to be familiar with core functions or processes associated with the assigned duties) and timely (i.e., provided before the bargaining unit employee starts a new task that has not previously been performed by the employee) orientation. The Union and the Employer recognize the value in, and commitment to, rotation in duties and facilities covered by this Agreement within the job categories to facilitate a cross trained bargaining unit employee.

## **ARTICLE 16 – SUPERVISION AND MANAGEMENT**

### SECTION 1. WORK PERFORMED BY SUPERVISORS OR MANAGERS

Management and Supervisory employees shall be permitted to perform all functions and tasks performed by members of the bargaining unit; provided, however, that this shall not be utilized to regularly reduce employment for, or lay off, employees in the bargaining unit.

## **ARTICLE 17 – PROBATIONARY PERIOD**

### SECTION 1. PROBATIONARY PERIOD

All newly hired full-time employees shall serve a probationary period of ninety (90) calendar days, excluding paid time off and unpaid leave. Newly hired part-time and PRN employees shall serve a probationary period of one hundred twenty (120) consecutive calendar days. The Employer shall have the right to extend the probationary period to provide additional days to evaluate the employee provided such extension is agreed to by the Union and the employee.

### SECTION 2. SENIORITY UPON COMPLETION OF PROBATIONARY PERIOD

Upon satisfactory completion of the probationary period, any seniority will be computed from the date of hire or rehire in the bargaining unit.



### SECTION 3. DISCIPLINE/DISCHARGE DURING PROBATIONARY PERIOD

An employee may be disciplined or discharged during the probationary period without recourse to the grievance and arbitration procedures of this Agreement, except where there is an allegation of discrimination under Article 12, Discrimination/Harassment. Where there is an allegation that the discipline or discharge violates Article 12, Discrimination/Harassment, the probationary employee does have recourse to the grievance and mediation (binding and non-binding) procedures but shall not be eligible for arbitration under this Agreement. In a grievance processed for a probationary employee under Article 11, Grievance/Arbitration Procedure, the grievant will have the burden of proving that the discipline or termination was for a discriminatory reason, rather than the Employer having to establish just cause.

## **ARTICLE 18 – SENIORITY**

### SECTION 1. DEFINITION OF SENIORITY

For purposes of this Agreement, seniority is defined as the employee's total length of continuous employment from the employee's most recent date of hire or transfer into the bargaining unit covered by this Agreement, excluding the length of time an employee is on unpaid leave (except where applicable law prohibits exclusion of leave for determining any benefit of employment). Current bargaining unit employees hired on or prior to August 12, 2022 shall have seniority computed from their most recent date of hire by the Employer.

Where two (2) or more employees have the same seniority date, the order will be determined by the last four (4) numbers of their respective social security number ranking highest to lowest.

### SECTION 2. LOSS OF SENIORITY

Seniority shall be lost and employment terminated when:

a. Discharge for Just Cause

The employee is discharged for just cause;

b. Voluntary Termination

The employee terminates voluntarily without rehire within ninety (90) days;

c. Absence without Notification

The employee is absent for two (2) consecutive working days without notifying the Employer, except in a validated emergency outside of the employee's control that would preclude the employee from providing that notice;

d. Failure to Return after Recall

The employee fails to return to work as directed after a layoff (which shall be no sooner than five (5) calendar days from the date the notice of the employee's recall from layoff is mailed);

e. Layoff for Six (6) Months

The employee is laid off for a period of six (6) consecutive months. For purposes of this Section a laid off employee, who is recalled into any category of employment (i.e., full-time, part-time, temporary, or PRN) shall have satisfied the recall requirement irrespective of the employment category the employee occupied at the time of their layoff. Should the employee be subsequently laid off, the period for determining loss of seniority will commence again; or

f. Exceeding Leave of Absence without Extension

The employee exceeds an authorized leave of absence without obtaining an approved extension from the Employer under the terms of this Agreement.

## **ARTICLE 19 – LAYOFF**

### **SECTION 1**

If a layoff is necessary, it shall be conducted as set forth below. It is the intent of the following provisions to protect the most senior qualified employees (as determined by the Employer utilizing the criteria set out herein) in case of staff reductions, and to preserve their shift and hours as is practicable under the circumstances.

a. Process for Layoff

Should the Employer determine there is a need to layoff bargaining unit employees for a time period anticipated to last ninety (90) continuous days or more, the Employer will select employees for lay off, from the affected employee classifications and categories that meet the adjustment to the revised staffing matrix using the order below, based upon reverse seniority and the respective qualifications (i.e., specialized training, certifications, and licenses) and any disciplinary actions considered active under Article 9, Section 4.

- i. Volunteers among an affected classification, then
- ii. Temporary employees, then
- iii. Probationary employees, then
- iv. PRN employees, then
- v. Part-time employees, and then
- vi. Full-time employees.

b. Reduction of Hours

If there is a reduction of hours as an alternative to a layoff or a post-layoff reduction affecting all or some of the remaining positions, such reduction of hours shall be done by classification, skill and ability being approximately equal.

c. Notice of Layoff

In the event of a layoff the Employer anticipates to last ninety (90) days or longer, the Employer shall give the affected employees at least fourteen (14) calendar days' notice or, in the Employer's discretion, pay in lieu thereof, prior to implementing the layoff, unless a longer notice period is required by law, provided that the Employer has foreknowledge of the financial or other circumstances creating the necessity to layoff.

d. Discussion with the Union Regarding the Impact of a Layoff

In the event of a layoff the Employer anticipates to last ninety (90) days or longer, the Employer shall provide twenty-five (25) days' notice to the Union of the planned layoff, provided that the Employer has foreknowledge of the financial or other circumstances creating the necessity to layoff, and, upon written request by the Union, shall meet to discuss the planned layoff, possible alternatives, and the impact of proposed layoffs. If such bargaining is not completed by the Employer's planned effective date (i.e., the date notice is required to be given to the affected employees under this Agreement or applicable federal or state law), the layoff may be implemented, whether or not further bargaining is necessary in order to reach an agreement or a good faith impasse. Should the parties enter into such mid-term bargaining, such bargaining does not reduce or otherwise alter the parties agreed upon Article herein with regard to No Lockout/No Strike; that No Lockout/No Strike Article remains in full force and effect in any such negotiations.

e. Work Availability for Employees on Layoff

Employees on layoff who have indicated to the Employer in writing their availability to work on an "as needed" basis shall be offered available work for which they are qualified by seniority in the following order: full-time employees, part-time employees, PRN employees, probationary employees and temporary employees. The Employer shall have the right to develop and administer the process associated with maintaining and using the employee availability list. Refusal to accept work or the employee's unavailability for work when offered, shall remove the obligation to offer such work in the future.

SECTION 2. RECALL

In the event a vacancy(ies) occurs within six (6) months from layoff in the job category and classification from which employees were laid off, employees will be recalled based upon seniority and the respective qualifications (i.e., specialized training, certifications, licenses) of the employees.

a. No Right to Recall

Probationary employees and those employees who have been laid off for six (6) or more consecutive months have no right to recall.

b. No New Probationary Period

Employees recalled within six (6) consecutive months from lay off shall not be required to serve a new probationary period.

c. Acceptance of Recall

Laid off employees shall be required to take the recall, if such recall is to the same category and classification as held prior to the layoff. Failure to take such offered work shall result in waiver of any recall rights and termination of employment.

## **ARTICLE 20 – JOB VACANCIES**

### SECTION 1

The Employer has the authority to determine the existence or non-existence of a vacancy requiring posting and bidding procedures of this Article. The Employer retains the right to determine the manner, methods, policies processes, and/or systems utilized by the Employer to post and/or required of the bargaining unit employees to respond to such posting.

### SECTION 2

Vacancies for full-time, part-time, and PRN positions within the bargaining unit shall be posted through the Employer's internal applicant system for a ten (10) calendar day period. The posting shall include minimum and preferred qualifications, job classification, hours, shift, days off (if fixed) and whether the days off are fixed or variable

### SECTION 3

Non-probationary bargaining unit employees interested in being considered for such opening and who meet any posted minimum qualifications relevant to the job, shall submit their application using the Employer's designated application process and procedures during that ten (10) calendar day period. The procedure setout herein does not prevent the Employer from filling the vacancy on a temporary basis during the ten (10) day posting period.

### SECTION 4

The open position shall be awarded to the applying most senior employee considered by the Employer qualified for the position utilizing the following factors: respective qualifications (i.e., specialized training, certifications, licenses) and any disciplinary actions considered active under Article 9, Section 4. In awarding the open position, the Employer may give preference to current full-time employees applying for full-time openings in their same job classification and part-time employees applying for full-time positions in their same job classification over more senior PRN employees that may apply for the position.

### SECTION 5

If a vacancy is created as a result of filling a position under this Article, that vacancy shall also be filled pursuant to the procedures set out in herein.

### SECTION 6

If no bargaining unit employee indicates an interest in any posted position or if the Employer determines that no bargaining unit employee who has applied is qualified, the Employer may assign, elect to hire or transfer an individual from outside of the bargaining unit to the vacancy.

## SECTION 7

Non-probationary employees may move to PRN status, as defined in this Agreement and under the conditions set out in Article 24 – Work Schedules. Employees desiring to move to PRN status must give the Employer no less than three (3) full payroll period notice. Should an emergency or unforeseen circumstance preclude the employee giving full notice, then such notice must be given as soon as the need to move to PRN status is known to the employee along with an explanation as to why the employee was unable to give the full notice. In situations where less than full notice has been given, the Employer may determine the timing of the requested move based upon patient care needs.

## **ARTICLE 21 – HOURS OF WORK**

### SECTION 1. WORKWEEK

The regularly scheduled workweek for all full-time employees shall consist of forty (40) hours per week. Each workweek commences at 12:00 a.m. Sunday and concludes at 11:59 p.m. Saturday. The Employer will not schedule on a regular basis a workweek of more than forty (40) hours, but employees may be required to perform work on an overtime basis.

### SECTION 2. WORKDAY

The regular workday shall consist of eight (8) consecutive hours, not including a meal period of one-half (1/2) hour. Each workday shall consist of one (1) full calendar day, 12:00 a.m. to 11:59 p.m. The parties acknowledge that the parameters of a regularly scheduled workweek and workday are only intended to be definitional.

## **ARTICLE 22 – MEAL AND BREAK PERIODS**

### SECTION 1. REST PERIOD

#### a. Number and Length

Employees working a regular 8-hour workday shall be entitled to two (2) rest periods, one (1) ten (10) minute period in the first four (4) hours of their shift, and one (1) ten (10) minute period in the remainder of their shift. Employees are expected to coordinate their request for rest periods with their supervisor who will approve the request, under the terms of this Agreement, based upon operational needs and timing. Employees are expected to return to work promptly at the end of their rest period.

#### b. Paid

The rest periods are paid; employees are not required to clock out during the rest period.

#### c. Relieved of Duty

During the rest period, the employee will be relieved of duty.

d. Timing

Employees are expected to coordinate their request for rest periods with their supervisor who will approve the request, under the terms of this Agreement, based upon operational needs and timing. Generally, effort will be made to allow employees to take their rest period near the middle of each four (4) hour work period with notice to and approval from their immediate supervisor. Work considerations may require deviation from this general timing.

SECTION 2. MEAL PERIOD

a. Number and Length

Employees shall take an uninterrupted meal period of at least thirty (30) minutes when working more than five (5) consecutive hours in a workday. Employees are expected to return to work promptly at the end of any meal period.

b. Unpaid

Employees must clock out for the meal period.

c. Relieved of Duty

Employees will be relieved of all duty during the meal period and are free to leave the facility.

d. Waiver of Meal Period

If an employee's total work period for the day is more than five (5) hours but no more than six (6) hours, the employee may waive the meal period. The employee must request the ability to waive and get advance approval in writing from their supervisor.

e. Timing

Meal periods will be provided no later than the end of the employee's fifth (5<sup>th</sup>) hour of work. It is incumbent upon employees to request and take the meal period each workday; absent immediate operational needs, the Employer will not impede or otherwise restrict their ability to take the requested meal period.

f. Second Meal Period

Employees who work more than ten (10) consecutive hours in a single workday shall take a second (2<sup>nd</sup>) uninterrupted meal period of at least thirty (30) minutes when working more than five (5) consecutive hours in a workday. Employees are expected to return to work promptly at the end of any meal period.

i. Unpaid

Employees must clock out for the meal period. Employees will be relieved of all duty during the meal period and are free to leave the facility.

ii. Waiver

Employees may waive the second meal period if the first (1<sup>st</sup>) meal period was taken and the total hours worked for the workday are no more than twelve (12). Employees must request the ability to waive and get advance approval in writing from their supervisor.

iii. Timing

The second (2<sup>nd</sup>) meal period will be provided no later than the end of the employee's tenth hour of work. It is incumbent upon the employee to request and take the meal period each workday; absent immediate operational needs, the Employer will not impede or otherwise restrict their ability to take the request meal period.

g. Paid On Duty Meal Period

Employees may be asked by the Employer to take on duty meal periods for specific shifts where in lieu of an unpaid 30 minute off duty meal period the employee will be given on duty paid meal period during their shift. Should such need arise, the employee will be required to sign an "on duty meal period" agreement and acknowledgement form provided by the Employer.

h. Failure to Take Meal Period

If for any reason employees fail to take their meal period or a portion of a meal period, the employees are required to report the failure to take all or part through the Employer's time exception reporting and attesting process prior to leaving work that same workday. With such report, the employee will be required to document the reason for the missed meal period and the time worked.

## **ARTICLE 23 – REPORTING PAY**

### **SECTION 1. REPORTING WHEN NO WORK AVAILABLE**

Bargaining unit employees who report to work as scheduled without having been notified not to report, and work is not available, will be paid two (2) hours reporting pay at their regular straight time basic rate. Reporting pay shall not apply in situations where an employee is called in outside of scheduled work for non-shift work situations, a PRN employee is not put to work as the result of accommodation of a full-time or part-time employee, or in situations where the inability to put the employee to work is the result of acts of God, failure of equipment beyond the Employer's control, or similar events beyond the Employer's control.

### **SECTION 2. REPORTING TO WORK AFTER BEING CALLED IN**

Any employee who is called in within one (1) hour of the beginning of a shift and arrives within thirty (30) minutes after the start of that shift shall be compensated from the beginning of the shift.

## **ARTICLE 24 – WORK SCHEDULES**

### **SECTION 1. EMPLOYER HAS THE RIGHT TO SET SCHEDULES**

The Employer has the right to establish work schedules and starting times, and to change such schedules and times as necessary, for efficient operations and in response to business needs; the Employer shall not exercise this right in an arbitrary or capricious manner. Likewise, the Employer retains the right to determine the manner, methods, policies, processes, and/or systems utilized by the Employer and/or required of the bargaining unit employees to set, modify, notify, or request work schedules whether such manner, methods, processes, and/or systems are in place at the time of this Agreement or deleted, introduced, or modified during its term provided such does not violate the express terms of this Article.

### **SECTION 2. EMPLOYER’S OBJECTIVES IN SETTING SCHEDULES**

While no employee has a set schedule, and, without limiting the Employer’s right set out in Section 1 above, among the Employer’s objectives in setting work schedules are:

- a. To give scheduling priority to full-time and part-time employees;
- b. To create predictable schedule templates, that allow for predictable scheduling, which as operational needs allow, would typically provide consistent days off each pay period work cycle and a predictable start time for each scheduled workday; and,
- c. To give two (2) consecutive days off in any workweek to full-time and part-time employees if requested and when the Employer’s business needs, and efficient operations allow.

### **SECTION 3. WORK SCHEDULES FOR A SIXTY (60) DAY PERIOD**

The Employer will post hours of work schedules for a 60-day period. As a general rule, work schedules shall coincide with payroll periods (e.g., sixty (60) day schedules shall start on the first (1st) day of a pay period and end on the last day of a pay period). The Employer reserves the sole and exclusive right to post schedules beyond the minimum 60-day timeframe set out herein from time to time during the term of this Agreement but the exercise of that right does not create a binding practice upon the Employer nor otherwise limit the Employer, in its sole and exclusive discretion, from reverting back to the 60-day minimum posting.

The hours of work schedule will be posted according to the Employer’s scheduling system at least fourteen (14) calendar days in advance of the scheduled implementation date.

### **SECTION 4. EMPLOYEE SPECIAL SCHEDULING REQUEST**

Full-time and part-time employees who are requesting specific days off must submit such request by notifying their manager as far in advance as possible of the date(s) they are requesting.

### **SECTION 5. AVAILABILITY REQUIREMENTS FOR PRN EMPLOYEES**

- a. All PRN employees must give dates and shifts for which they are available in the upcoming schedule no later than the sixth (6<sup>th</sup>) day preceding the beginning of the month. Once submitted, PRN employees may not make any change without the approval of the supervisor.



- b. PRNs must provide at least three (3) shifts of availability per 30-day period, of which two (2) must be evening, night or weekend shifts. A PRN employee is required to work at least twice per month to maintain employment.
  - i. Holiday Work

PRNs may be required to work two (2) holidays per calendar year, the first (1st) of which will occur between January 1 and June 30 and the second, between July 1 and December 31.
  - ii. Shifts Outside the Regular PRN's Stated Availability

PRNs are not precluded from making themselves available for additional weekend or weekday shifts using the Employer's established methods, processes, and procedure as set out herein.
- c. PRN Removal from Roster
  - i. A PRN may be removed from the employee roster if the PRN fails to comply with Section 5(b) above.
  - ii. Except as otherwise required by law, PRN employees who have not fulfilled their availability to work six (6) times within a two-month period or who have not provided the Employer with their work availability for two or more consecutive month-long periods may be removed from the employee roster by the Employer.
  - iii. Those PRN employees who would otherwise fall into the aforementioned categories who provided appropriate call off notice within the two-month period will not be subject to removal. Further, those PRN employees who can demonstrate that their failure to comply with the above requirements is due to an injury or illness shall not be subject to removal from the roster for failure to comply with Section 5(b) above. PRNs who receive prior approval from the Health Services Administrator for an extended absence shall not be subject to removal from the roster.
  - iv. The foregoing is in addition to any other right of the Employer to discharge a PRN employee under this Agreement.

**SECTION 6. REQUESTING AND SCHEDULING OF ADDITIONAL SHIFTS (NON-OVERTIME) WHILE CREATING SCHEDULE AND PRIOR TO POSTING**

- a. Known open shifts, or open additional hours will be filled under the following guidelines, after full time and part time employees' recurring schedules have been entered into the schedule.
- b. The open shift/open additional hours and the employee's job classification must match.
- c. Except in cases where specialized skills are needed or special circumstances exist, the Employer shall offer the open hours/shifts by seniority to:

- i. Full-time non-probationary, qualified employees who have made themselves available for additional shifts and their given availability is in line with the available open shift/open hours and, if scheduled, will not result in daily or weekly overtime;
- ii. Part-time non-probationary, qualified employees who have made themselves available for additional shifts and their given availability is in line with the available open shift/open hours and, if scheduled, will not result in daily or weekly overtime;
- iii. PRN qualified employees whose given availability is in line with the available open shift/open hours; and,
- iv. The Employer may decide to whom it will offer additional hours for which no employees have indicated availability.
- v. If at any time the Employer determines that it will use overtime to fill shifts/hours during the scheduling processes described in this Article, such overtime will be offered by seniority using the system described in this subsection 6(c) except as provided otherwise in this Article.

#### SECTION 7. PROCESS FOR CHANGING POSTED SCHEDULE BY EMPLOYER

Posted schedules may be changed by the Employer when necessary to cover unexpected staffing or urgent patient care needs. In such cases, management shall first seek volunteers to fill the unexpected schedule need or change. If there are no volunteers, then the additional shift(s) shall be assigned by reverse order of seniority, e.g., to the least senior qualified employee. If after the schedule is posted, a schedule change is necessary, the affected employee will be given notice orally or in writing as far in advance as possible including the reasons for the proposed change. Reasonable efforts will be made to minimize any inconvenience.

#### SECTION 8. PROCESS FOR CHANGING POSTED SCHEDULE BY EMPLOYEE

If, after the schedule is posted, an employee requests a schedule change, the employee will give as much notice as is possible using the process or systems established by the Employer, informing the Employer of the reasons. The employee requesting the change has the responsibility for arranging for a substitute employee within the same classification, subject to the Employer's approval, without incurring overtime for the employees involved. Assuming a substitute is found, the Employer will make a reasonable effort to accommodate the requested change. If the request cannot be accommodated or no approved substitute is found, the employee will be required to work as scheduled.

#### SECTION 9. FILLING VACANT SHIFTS/HOURS (NON-OVERTIME) ARISING AFTER SCHEDULED IS POSTED

- a. After a regular schedule has been posted, any available shifts or hours that arise thereafter shall be filled according to the provisions below:

b. Need for Additional Hours Known With More Than 24 Hours' Notice

For available shifts or the need for additional hours that arise and are posted with more than twenty-four (24) hours before the shift's start:

- i. The need shall be posted. For a 24-hour period from such posting, any qualified employee whose job classification matches the need may volunteer for the shift or additional hours.
- ii. At the end of the twenty-four (24) hour period, except in cases where specialized skills are needed or special circumstances exist, the shift/additional hours shall be awarded, using the following priority order:
  - (1) Full-time non-probationary employees if the scheduling will not result in daily or weekly overtime;
  - (2) Part-time non-probationary employees if the scheduling will not result in daily or weekly overtime; and,
  - (3) PRN employees.
- iii. If no qualified employee has volunteered for the shift, then another twenty-four (24) hour period under the above subsection rules, shall commence. The above process will repeat until the vacancy is filled, or until there is fewer than twenty-four (24) hours until the shift begins, in which case, the vacancy is filled under the subsection 9(c) below.

c. Need for Additional Hours Known with Less Than 24 Hours' Notice

For vacant shifts/open hours that arise with less than twenty-four (24) hours' notice of the actual start time of the available shift shall be posted.

- i. Once posted any qualified employee working in the needed job classification may volunteer for the open shift or additional hours. The shift shall be awarded to the first qualified employee whose job classification is a match without regard to the employee's status. The Employer may elect not to use someone for whom the work would result in overtime.
- ii. Instead of or as a supplement to the above process, the Employer may establish a twenty-four (24) hour availability list to fill shift or hours vacancies which may be awarded from the list at the discretion of the Employer to qualified employees whose job classification match the need.

SECTION 10. EXCEPTION TO THE USE OF VOLUNTEERS

Notwithstanding any other process or procedures for filling open shifts with non-overtime or overtime personnel, in order to fill shifts made available because of a call off by an employee, the Employer may ask employees from the previous shift if they want to work the available shift.

SECTION 11. OBLIGATIONS OF EMPLOYEES SCHEDULED FOR ADDITIONAL HOURS FOR WHICH THEY HAVE MADE THEMSELVES AVAILABLE

Employees who have made themselves available for additional shifts and are scheduled for such shifts under the processes set out herein must work the additional shift/hours.

SECTION 12. DETERMINATION OF HOURS TO BE GIVEN

Nothing in this Agreement will affect the Employer's right to decide in any given case how many, if any, hours it will attempt to cover/replace in the event scheduled staff become unavailable.

SECTION 13. RIGHT TO AVOID OVERTIME

In no case will the Employer be required to fill a shift vacancy or hour needs with an employee that would result in the payment of daily or weekly overtime or other premium pay under the terms of this Agreement.

SECTION 14. EMPLOYEE INITIATED CALL OFF

For purposes of calling off for a scheduled shift, employees must call in at least two (2) hours prior to the shift to facilitate staff replacement, except in a validated emergency where phoning two (2) hours in advance would have been impossible. In such emergency situations, the employee must notify the Employer as soon as possible. Absent an emergency when calling in, the employee must speak with the designated supervisor(s) using the phone numbers or process otherwise provided by the Employer

**ARTICLE 25 – OVERTIME**

SECTION 1. OVERTIME AT TIME AND A HALF

One and one-half (1-1/2) times the regular hourly rate shall be paid for time worked in excess of eight (8) hours and up to and including twelve (12) hours in a consecutive twenty-four (24) hour period, or forty (40) hours in a work week.

SECTION 2. OVERTIME AT DOUBLE TIME

Two (2) times the regular hourly rate shall be paid for all hours worked in excess of twelve (12) hours in a consecutive twenty-four (24) hour period.

SECTION 3. NO PYRAMIDING OF PREMIUM OR OVERTIME PAY

There shall be no pyramiding of premium or overtime by reason of the application of any provisions of this Agreement relating to payment of wages.

SECTION 4. PROCESS FOR REQUIRING OVERTIME

Where the Employer determines overtime is required: The Employer will ask for volunteers in the job classification at the facility where overtime is needed. If the Employer is not able to fill the overtime need with volunteers, the Employer will require qualified employees in the job

classification on duty to work overtime, such selections to be made from the overtime roster in inverse order of seniority on a rotating basis.

#### SECTION 5. WHEN OVERTIME WOULD RESULT FOR ALL AVAILABLE EMPLOYEES

If the work would result in overtime for all available employees, the Employer may assign the work to the available employee who is currently on duty without regard to seniority, provided that in such cases the Employer will first offer the overtime to full-time or part-time employees on duty who have indicated an availability for the shift before offering it to PRN employees who have indicated an availability.

#### SECTION 6. AVOIDING THE USE OF OVERTIME

Before the Employer offers such shifts to employees on the list for whom the work would result in overtime, the Employer may choose to offer the shifts to employees who are not on the list and for whom the work would not result in overtime.

#### SECTION 7. RETURNING TO WORK WITHIN TWELVE (12) HOURS OF PRIOR SHIFT

The Employer may request employees to return to work less than twelve (12) hours after the end of their prior shift, but no employee shall be required to return to work less than twelve (12) hours after the end of their prior shift, except in case of an emergency.

## **ARTICLE 26 – WAGES**

### SECTION 1

- a. Starting the first full pay period after the effective date of the Agreement, the bargaining unit employees will be paid the base hourly straight time rate for their respective classifications and the applicable steps based upon respective years set out in Appendix B of the Agreement. (The “years of service” step is based upon the employee’s uninterrupted continuous service in their current job classification.)
- b. During the term of the Agreement, the Employer retains the sole discretion to introduce, modify, or discontinue hiring bonuses, or incentive plans or bonuses. or to introduce a higher starting base rate of pay above the established minimums set out in the attached Appendix B. Should, under this subsection, the Employer exercise its right to implement a higher starting rate of pay for a job classification, the subsequent step increases for that job classification will be increased to maintain the established percentage step differences. If the Employer intends to make any change outlined above, it will comply with any related bargaining obligations under the National Labor Relations Act before doing so.

Should the Employer exercise its right to implement a higher starting rate of pay for a job classification, the subsequent step increases for that job classification will be increased to maintain the established percentage step differences. (For example, if the Employer increases the starting wage rate for a specific job classification by \$1.00 per hour, then each of the subsequent step increases for that classification would be increased accordingly so as to maintain a four percent (4%) interval between each of the subsequent steps for that

classification.) Such change cannot be reduced or eliminated and shall be subject to any subsequent across-the-board increases provided in the Agreement.

c. First Year of Agreement

Starting the first full pay period after the effective date of the Agreement, employees will be placed on the appropriate step of the wage scale according to their continuous years of service with the Employer (Appendix B attached) or receive an increase of 2.65% to that employee's minimum base hourly straight time rate of pay ("regular rate"), whichever is higher.

In addition, for any employee who does not receive a raise of at least 3% upon initial placement on the Wage Scales (Appendix B), any such employee will receive a raise of 3% effective the first full pay period after the effective date of the Agreement.

Exception: If an employee was hired on or after March 1, 2021 and the employee's base wage rate immediately prior to the effective date of the Agreement is more than 5.0% higher than the base wage rate for the Wage Scale step in which the employee otherwise falls as of the effective date of the Agreement, such employee will receive a 2.65% increase.

For any other employee who does not receive a raise of at least 3% upon initial placement on the Wage Scales, any such employee will receive a raise of 2.65% effective the first full pay period after the effective date of the Agreement.

d. Second Year of Agreement

Effective the first full pay period after August 12, 2023 , every step of the wage scale for all job classifications will increase by 2.0%, as reflected in Appendix B. As a result, all employees, even those above scale, will have received at least a 2.0% increase.

e. Third Year of Agreement

Effective the first full pay period after August 12, 2024 , every step of the wage scale for all job classifications will increase by 3.0%, as reflected in Appendix B. As a result, all employees, even those above scale, will have received at least a 3.0% increase.

The following provision applies only to individuals employed as of the effective date of this Agreement and the end of the first pay period after the second anniversary of the effective date of this Agreement, i.e. the beginning of the third year of the Agreement: In addition, for any employee who would not otherwise have received a total increase of at least 9% in raises to his or her base rate during the term of this Agreement (when comparing their base wage rate immediately prior to the effective date of the Agreement with their base wage rate on the last day of the Agreement), any such employee shall receive a raise equal to the difference between the total increase the employee would otherwise receive during the term of this Agreement and 9%, effective the first full pay period after the second anniversary of the effective date of the Agreement (a/k/a the start of the third year of this Agreement). This guarantee does not apply to employees covered by the provision above entitled "Exception."

- f. Each January 1 and July 1 during the term of the Agreement, employees will be eligible to move wage “steps” set out in Appendix B based upon reaching qualifying service dates occurring in the preceding six (6) months, with payment of the new wage rates effective the first full pay period following the move.
- g. Wages upon transfer/promotion: An employee who transfers or promotes to a new classification will be placed in a service step reflective of their time in the new classification provided that the employee will not be paid less than their prior classification/step rate at the time of transfer or promotion.

## SECTION 2. SHIFT DIFFERENTIALS

- a. For all hours worked between 3:00pm and 11:00pm: 7.5%
- b. For all hours worked between 11:00pm and 7:00am: 17%
- c. Holiday: For all hours worked between 3:00pm and 11:00pm: 8%
- d. Holiday: For all hours worked between 11:00pm and 7:00am: 20%
- e. Shift differentials are paid for hours worked within the given time parameters indicated for each differential. So, for example, if an employee works 11:00am to 11:00pm, they would be paid the differential for the time worked from 3:00pm to 11:00pm. Likewise, if an employee worked from 9:00pm to 7:00am, they would be paid two different differentials for the hours worked within each applicable differential period.

## SECTION 3. PRN DIFFERENTIALS (IN LIEU OF BENEFITS)

- a. Per Diem RN, FNP & MHP and NP, Psych RN, MH Assoc. Differential  
Per Diem employees working RN, FNP & MHP and NP, Psych RN and MH Assoc. jobs will be paid a differential of \$3.00 per hour, for all hours worked in lieu of benefits.
- b. Per Diem LVN/LPT Differential  
Per Diem employees working LVN jobs will be paid a differential of \$2.00 per hour, for all hours worked in lieu of benefits.
- c. Per Diem Differential for all other classifications  
Per Diem employees working all other classifications will be paid a differential of \$1.00 per hour, for all hours worked in lieu of benefits.

## SECTION 4. “ON CALL” AND REPORT TO WORK PREMIUM

- a. Employees designated as being “on call” meaning available for off duty calls while away from work will be paid for the designated time “on call”: NPs or PAs \$6.92/hr on call rate; MHPs \$4.23/hr on call rate.
- b. If the “on call” employee is required to report to work at the facility, they will be paid the applicable straight time base rate of pay (or overtime if eligible) for all time worked. In addition to pay for time worked, the employee will receive their “on call” premium covering the time they reported to and worked at the facility. Further, if the “on call” employee called

into the facility works less than two (2) hours once at the facility, the employee will be paid an additional premium at the applicable straight time rate as necessary to guarantee at least two (2) hours' pay for reporting.

#### SECTION 5. CCHP BONUS

- a. 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.
- b. Once obtained, the employee must maintain the CCHP in good standing for the year and, at the time of the bonus payout, in order to be eligible.

As a clarification: As of August 12, 2022, employees who are currently CCHP certified will immediately receive the Bonus. Those who subsequently become certified will receive the Bonus on January 1 and each January 1 thereafter.

#### SECTION 6. FIELD TRAINING PROGRAM PAY

The FTP selected members will be available to the Employer to support training of personnel within their job classification as well as other programs, initiatives, workshops, roundtables, onboarding associated with or designed to improve training, retention and stabilization of care teams.

##### a. Applicable Classifications

The stipend applies to eligible employees in the following job classifications: PAs, NPs, RNs, LVNs/LPTs and MHPs.

##### b. Minimum Eligibility Criteria

- i. At least three (3) years of correctional healthcare experience with Employer,
- ii. Must be a full-time employee in good standing (i.e. no attendance occurrences resulting in any active corrective actions and no active disciplinary records on file),
- iii. RNs must have completed Nurse Protocol Training and Nurse experience, or equivalent,
- iv. Active CCHP Certification, and
- v. Other uniform minimum criteria as the Employer may determine during the term of this Agreement, after considering input from the employees individually, through the Labor Management Committee, or other program/avenues that allow for employee feedback and input. However, should the uniform minimum criteria be changed during the 12-month period of the award and, as a result, the employee no longer qualifies, the employee will retain the FTP award for the duration of the 12 months.



c. Process for selection

- i. The Employer has the sole discretion to determine how many FTP stipends positions to have in any job classification at any given time.
- ii. The Employer will post opportunities for employees meeting the minimum eligibility criteria to apply for any open FTP stipend position.
- iii. The Employer has the discretion to award the post to the employee deemed by the Employer best qualified.
- iv. The FTP award is considered to be for 12 months. However, once awarded, the FTP employee may resign from the position or may be removed at the discretion of the Employer at any given time.

d. Pay

FTP selected employees will have \$1.00 or 3%, whichever is greater, added to the straight-time base hourly rate for pay.

SECTION 7. CLINICAL SUPERVISION

- a. The Employer may assign qualified licensed Mental Health clinical supervision of unlicensed Mental Health Professionals including Masters prepared Associate Marriage and Family Therapists, Masters prepared Associate Social Workers, and Doctoral prepared unlicensed Psychologists.
- b. Clinical supervision will meet or exceed the licensure Board requirements for the specific clinical classification, e.g., Social Worker, Marriage and Family Therapist, and Psychologist and be performed under the processes, directions, and guidelines as may be developed by the Employer to satisfy such requirements.
- c. Licensed Mental Health staff interest in providing clinical supervision are required to take a Clinical Supervision course to become a Clinical Supervisor. For any eligible Mental Health Professionals, the Employer will reimburse the cost of successful completion of the supervision course, provided that the individual continues to be available to provide clinical supervision for at least 1 year. Prior written approval is required prior to taking the course to be considered for reimbursement of the course.
- d. Any licensed Mental Health Professional so assigned clinical supervision will receive \$325 per month per unlicensed mental health professional he/she clinically supervises.
- e. Nothing herein precludes the Employer from assigning clinical supervision to non-bargaining unit employees or utilizing non-employees for clinical supervision.

SECTION 8. BILINGUAL DIFFERENTIAL

The Employer will not require, expect, or request that an employee translate from a foreign language to English during his/her employment or as part of his/her duties and such employee will direct those who ask him/her to perform this function to use the service contracted by the Employer.

## ARTICLE 27 – PAID TIME OFF/PTO

### SECTION 1

Regular full-time and part-time employees who work at least twenty (20) hours per week, are eligible to earn Paid Time Off beginning the first pay period of their employment but may not take PTO until after completing their probationary period.

### SECTION 2

Paid Time Off will accrue based on hours paid under this Agreement and may be used by eligible bargaining unit employees for any reason that time away from work on a scheduled workday is needed. Any hours that are scheduled but not worked will be paid from the employee's Paid Time Off accrual bank.

### SECTION 3

#### Paid Time Off Hours for Eligible Employees

- a. Total Annual Max accrual is based upon continuous years of service (see chart).

PTO ACCRUAL RATE		
Years of Service	Accrual Rate	Max PTO Hours
Up to 2 Years of Service	.0462/hour	96
3 to 4 years	.058/hour	120
5 to 9 years	.0654/hour	136
10 to 14 years	.077/hour	160
15+ years	.0885/hour	184

- b. Once the employee reaches 240 hours of accrued Paid Time Off, the employee will stop accruing Paid Time Off until the accrual bank drops below 240 hours.
- c. Up to 240 hours of Paid Time Off can be carried over into the next calendar year. Anything over 240 hours will be forfeited.
- d. Use of approved Paid Time Off is charged and recorded in increments of one (1) hour.
- e. Paid Time Off is paid at the employee's base hourly straight time rate of pay in effect at the time the leave is taken.
- f. Paid Time Off is not counted as time-worked for purposes of calculating overtime.
- g. Pay for Paid Time Off will be made in the paycheck issued for the pay period immediately following the date for which Paid Time Off was taken.

- h. Upon termination of employment, employees will be paid on an hour-for-hour basis for earned but unused Paid Time Off in accordance with controlling state law.
- i. Regular full-time employees on Paid Time Off who are otherwise eligible for holiday pay, will be paid for any holiday that may fall during approved time off.
- j. Employees desiring to take Paid Time Off must submit a written request under procedures and terms as directed by the Employer.
  - i. Each October 1 to November 30 during the term of the Agreement, bargaining unit employees may express their preferred use of paid leave for the upcoming year (advance scheduling under this subsection may not exceed two-thirds (2/3) of the employee's total PTO anticipated to be available in the coming calendar year).
    - (1) The first round and preference will be given to the top quarter (1/4) most senior full-time employees in each job classification. The first-round employees will have no less than seven (7) calendar days from October 1 in which to submit their preference.
    - (2) PTO will be granted by seniority in the first round, will be placed on a vacation calendar, and posted within seven (7) calendar days of the end of the submission period.
    - (3) Once Paid Time Off has been scheduled for the first-round group, the next quarter (1/4) most senior employees in each job classification will be advised as to which, if any, dates are no longer available for selection or any limitation as to the number of spots still open on any given date. They will be given no fewer than seven (7) calendar days in which to submit their preference sheets.
    - (4) PTO will be granted by seniority in the second round, will be placed on a vacation calendar, and posted within seven (7) calendar days of the end of the submission period.
    - (5) The above submission-preference-by-seniority process will be repeated for the each of the two remaining groups, each representing a quarter (1/4) of the employees in each job classification.
    - (6) Once all full-time employees have had the opportunity to submit their preference for Paid Time Off and have had that time off scheduled, all regular part-time employees may submit their PTO requests. PTO requests of part-time employees will be granted by seniority depending on availability of the period requested.
    - (7) No later than December 15 of each year, the Employer will complete the PTO schedules under these procedures.
    - (8) Employees who are on approved leave during the period in which they would be eligible to submit their PTO requests may, within seven (7) calendar days of their return to work, submit the requests for the upcoming year. However, the ability to

schedule the requests will be based on operational considerations and availability and not on the basis of seniority.

- ii. In considering, awarding, and scheduling Paid Time Off under this Article, the Employer has the right to limit the number of employees that may be granted leave at any one time or to otherwise administer the Paid Time Off benefit based upon operational considerations.
- iii. The ability to take PTO scheduled in advance under this Article for the upcoming calendar year is contingent upon that employee having sufficient PTO accrued and available to cover the scheduled time. Should the employee have insufficient PTO available at the time of the scheduled leave, the employee will not be granted the time off under this Article.
- iv. Employees may request use of Paid Time Off that was not scheduled pursuant to this Article. Such requests will be granted at the Employer's discretion subject to scheduling provisions elsewhere in this Agreement.
- v. An employee may cancel any PTO request for time off that falls outside of schedules posted under Article 24 of this Agreement. If the request to cancel occurs during the posted schedule, the employee will be granted such request at the discretion of the Employer.
- vi. PTO will be integrated with Workers' Compensation and State Disability, as applicable, so that an employee eligible for these benefits may continue to receive a full pay check.

## **ARTICLE 28 – HOLIDAYS**

### SECTION 1

The Employer recognizes the following as paid holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Thanksgiving Day
- Memorial Day
- Independence Day
- Labor Day
- Christmas Day

### SECTION 2

Any employee working on a Section 1 designated holiday regardless of their job category (i.e., full-time, part-time, PRN) shall be paid at time and one-half (1 ½) the straight time rate plus

appropriate differentials. A full-time or part-time employee who does not work on a holiday may request that he/she be paid a PTO day instead.

### SECTION 3

Any full-time employee who is currently entitled to a holiday benefit based on “Court holidays” will only be eligible for holidays set forth in this Article of the Agreement, effective with the ratification of this Agreement. Each of these employees will receive a bonus no later than December 31, 2022 equal to thirty-two (32, i.e., [4 days x 8 hours]) times the employees’ base wage rate at the time of payout, less any applicable withholdings.

### SECTION 4. FLOATING HOLIDAYS

- a. In addition to and separate from the holidays otherwise addressed in this Article, full-time employees can become entitled to nine (9) Floating Holidays, as outlined below.
- b. Subject to any applicable limitations outlined below, full-time employees employed on the following dates of each year will accrue the corresponding number of Floating Holidays as of the respective dates:

January 1:	2
April 1:	2
July 1:	2
October 1:	3

- c. Each full-time employee has a maximum cap of seventy-two (72) hours relative to Floating Holidays. If an employee’s bank of Floating Holidays is at the maximum cap, the employee will not receive additional Floating Holidays until the employee uses one or more Floating Holidays, at which point the employee will receive additional Floating Holidays as of the next date listed above, unless and until the cap is reached again.
- d. Subject to the maximum cap outlined above, unused Floating Holidays already in an employee’s bank automatically carry over into subsequent quarters/years.
- e. A current statement of accrued Floating Holidays is noted on each employee’s most recent pay stub. Employees are responsible to monitor the amount of their Floating Holidays.
- f. A Floating Holiday cannot be substituted for an unscheduled absence without management approval.
- g. Request for use of a Floating Holiday under this Section shall be made through the Employer’s designated process and granted by, and at the discretion of, the Employer based upon operational and staffing needs.
- h. The Floating Holiday is earned only if, and when, it is actually used.

## **ARTICLE 29 – HEALTH AND WELFARE**

Bargaining unit employees will have the ability to participate in the same health and welfare plans (e.g. major medical health insurance, life, dental, vision, AD&D, disability etc.) as may be provided to the non-bargaining unit employees at the covered facility as such plan, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

## **ARTICLE 30 – 401(K)**

Bargaining unit employees will have the ability to participate in the same 401(k) plans as may be provided to the non-bargaining employees at the covered facility as such plans, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

## **ARTICLE 31 – MALPRACTICE**

The Employer will provide liability insurance (malpractice insurance) coverage under the same terms as may be provided to similar employees of the Employer as such plan, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

## **ARTICLE 32 – TUITION REIMBURSEMENT FOR HIGHER LEARNING AND FUNDS FOR RELICENSURE**

### SECTION 1

Bargaining unit employees will have the ability to participate in the Employer's tuition reimbursement benefit program as may be provided to non-bargaining unit employees employed by the Employer.

### SECTION 2

For those employees who must satisfy mandatory CEU requirements associated with maintaining a license or certification required to perform their duties, the Employer provides many, if not all, opportunities for many such employees to satisfy this requirement based solely on free programs offered internally by the Employer. In addition, the Employer is actively working towards offering additional opportunities for other job classifications in coming years. In the meantime, for any regular full time or regular part time (but excluding PRNs and or Per Diems) Licensed Marriage and Family Therapists and Licensed Clinical Social Workers for whom the Employer does not offer sufficient opportunities to meet these requirements, regardless of whether a given employee takes advantage of those opportunities, the Employer agrees to reimburse such employees up to seven hundred fifty dollars (\$750.00) per year towards the costs of such CEUs. In order to be entitled to any such reimbursement, the employee must submit a program/course request to the Employer for consideration and pre-approval, obtain pre-approval before attending

the program/course, satisfactorily complete the program/course and, upon request, provide the Employer with documentation of attendance, completion and/or payment.

## **ARTICLE 33 – PAYCHECKS**

### **SECTION 1. NOTICE OF CHANGE IN PAY RATE**

An employee shall be notified in writing of a change in his or her regular rate of pay; i.e., by copy of the relevant personnel action form or notice (PAF a.k.a. PAN).

### **SECTION 2. EMPLOYER ERRORS IN PAY**

Verified Employer errors resulting in underpayments to employees shall be corrected and paid in accordance with applicable controlling federal or state law.

### **SECTION 3. CORRECTION OF ERRORS IN ACCRUED BENEFITS**

Verified errors in accrued benefits as a result of errors of the type contemplated in Section 2 of this Article above shall be corrected in the following pay period. It is understood and agreed that employees shall suffer no loss of benefits due to Employer errors that are verified and presented in a timely manner.

### **SECTION 4. EMPLOYEE REPORTING ERRORS**

Upon notification from the employee or discovery by the Employer of an employee reporting error; e.g., failure to report charge pay before the close of the pay period, the error will be corrected in the next full pay period.

### **SECTION 5. OTHER ERRORS**

Unless otherwise mutually agreed, other payment errors resulting in improper payments (e.g., overpayments, etc.) shall be corrected by the same amount and over the same number of pay periods as they occurred, or may be deducted in a lump sum payment, at the employee's option, except in the case of voluntary or involuntary termination in which case the overpayment may be recouped in a lump sum from the employee's final paycheck.

## **ARTICLE 34 – PERFORMANCE EVALUATION**

### **SECTION 1. EVALUATIONS SIGNED BY EMPLOYEE**

All written evaluations placed in an employee's personnel file shall be signed and dated at the time of the evaluation by the employee to indicate that the employee has read the document. The document will have a line indicating agreement and a line indicating disagreement but acknowledgment of receipt. The employee may sign either.

## SECTION 2. RIGHT OF REBUTTAL

Every employee has the right to rebut a performance evaluation. Within ten (10) calendar days of the receipt of the written performance evaluation, the employee must submit his/her rebuttal in writing.

## SECTION 3. MEETING WITH MANAGEMENT

The employee may request a meeting with the appropriate management personnel to consider the rebuttal and revision of the evaluation. In lieu of revision of the evaluation, the rebuttal shall become part of the evaluation in the personnel file.

## SECTION 4. EVALUATIONS AND THE GRIEVANCE PROCEDURE

Only procedural aspects of the evaluation process, and not the content of the evaluation, are subject to the grievance and arbitration procedures set out in this Agreement; however, if the Employer uses an employee's evaluation to substantiate any disciplinary action, the employee may challenge the content of that evaluation through the grievance procedure to the extent that the employee previously had so challenged the claims through timely submitting any written rebuttal under Section 2 above.

## SECTION 5. PEER EVALUATION COMMENT ADDED TO EVALUATION

At the employee's option, and under the timing and procedures as may be determined by the Employer, an employee can have a Peer Evaluation Comment added to their performance evaluation by a co-worker working within his/her unit.

# **ARTICLE 35 – EMPLOYEE HEALTH & SAFETY**

## SECTION 1. COOPERATION AND JOINT COMMITMENT TO SAFETY

The Employer shall continue to make reasonable efforts to protect the safety and health of its employees during the hours of their employment. Both parties pledge themselves by this Agreement to cooperate fully with each other in the furtherance of the safety and health program.

## SECTION 2. CLOTHING/EQUIPMENT/DEVICES

The Employer shall provide gloves, masks, gowns, and any other clothing, equipment, or devices required by law for the health and safety of its employees.

## SECTION 3. TRAINING IN UNIVERSAL PRECAUTIONS

Employees will be trained in Universal Precautions and Infection Control and advised of the Employer's policy on "Exposure to Blood and Body Fluids."

## SECTION 4. HEPATITIS B VACCINE

- a. As a condition of employment, each employee must complete a Hepatitis B Vaccine Consent/Decline form during completion of new hire paperwork. Employees who decline the



Hepatitis B Vaccine as a new hire have the option to request it at any other time during their employment within the bargaining unit.

- b. The parties agree to work jointly to prevent possible workplace exposure to Hepatitis B. Upon request by an employee who has suffered a possible occupational exposure to Hepatitis B, the Employer will provide screening, and if positive, will provide the employee, where appropriate, with a series of Hepatitis B vaccine, so long as the employee is still employed.
- c. Employees must complete the entire series of vaccinations in order for the vaccine to be effective. If a vaccination in the series is missed and the employee fails to reschedule and take the missed vaccination in a timely manner so as not to adversely impact the effectiveness of the regime, the employee will be required to reimburse the Employer for the vaccine through paycheck deduction as may be and in keeping with any controlling federal or state wage and hour directives.
- d. The affected employee will be informed of the consequences of his/her failure to comply with the regime prior to its commencement.

#### SECTION 5. EMPLOYER'S PROVIDING OF ANNUAL PPD/CHEST X-RAY

At the time of hire, as well as annually thereafter, the Employer will provide PPD tests to all active employees, or upon request, to any employee who may have suffered an occupational exposure.

a. Leave for Positive Results

If an x-ray is positive, the affected employee will be placed on an immediate medical leave of absence until such time as the employee provides appropriate proof of treatment and a chest x-ray to establish that there is no active presence of the disease.

b. Annual Review

In the event of a negative x-ray, an affected employee will thereafter be annually reviewed by the Employer for symptoms of TB. If the employee exhibits symptoms of TB in such a review, the employee will be placed on an immediate medical leave of absence until such time as the employee provides appropriate proof of treatment.

c. Joint Commitment to Minimize Exposure

The parties agree to work jointly to prevent possible workplace exposure. In the event of a known workplace exposure, the Employer will work in conjunction with the local health agency to ensure appropriate medical assessment and care.

#### SECTION 6. EMPLOYEE COMPLIANCE WITH SAFETY AND HEALTH RULES/REGULATIONS

Employees shall comply with the Employer's safety and health rules and regulations and infection control guidelines, and use Employer-supplied safety and health clothing, equipment and devices. Failure to comply with the Employer's safety and health rules and regulations may subject an employee to discipline and/or discharge, as provided by this Agreement.

a. Reporting On the Job Injury/Unsafe Conditions

If able to do so immediately, employees shall report any on-the-job injuries and inform their supervisor or the HSA of any unsafe working conditions or events. If an immediate report of the foregoing is not possible, employees will report such injuries, unsafe working conditions or events as soon as possible.

## **ARTICLE 36 – WHISTLEBLOWER PROTECTION**

### SECTION 1. REPORTING WRONGDOING

Any employee who believes they have information that may indicate wrongdoing by a manager or supervisor in violation of the Employer’s published Code of Business Conduct and Ethics, and the policies established related to the implementation of such, may report such information in writing to the appropriate level of management and the appropriate Union representative before contacting a regulatory agency.

### SECTION 2. NO DISCIPLINE

No employee shall be disciplined or otherwise intimidated, restrained, coerced or discriminated against for having provided such information.

### SECTION 3. INVESTIGATION

The Employer will conduct a thorough investigation of all allegations of wrongdoing by management, supervisors or other employees. If proven after a thorough investigation that an employee willfully reported false allegations, the reporting employee will be subject to immediate discharge.

## **ARTICLE 37 – BEREAVEMENT LEAVE**

### SECTION 1. PURPOSE AND INTENT

The purpose of leave under this Article is to allow employees time away from what would otherwise be a scheduled day of work to grieve for, honor, or take care of matters related to a death of an immediate family member. The parties recognize that the degree to which the employee may be involved in matters related to the death or the timing as to when and nature as to how the immediate family member is honored or remembered may vary because of spiritual, religious, or personal beliefs, by the individual family member involved, or location/travel. That said, absent extraordinary circumstances presented and considered by the Employer on a case-by-case basis, the time away from work should be within the time frame of the death or any funeral or memorial service or gathering to logically justify the time away from work.

### SECTION 2. BENEFIT AND IMMEDIATE FAMILY DEFINED

- a. Full-time non-probationary, and non-probationary regular part-time employees who work an average of twenty-four (24) hours or more each week, shall be entitled to up to three (3) days

paid bereavement leave away from days on which the employee was otherwise scheduled to work.

- b. Probationary employees, part-time employees who work less than the twenty-four (24) hour threshold, and PRN employees will be granted up to three (3) days unpaid leave on days which the employee was otherwise scheduled to work.

### SECTION 3

Immediate family shall be defined as the employee's spouse, domestic partner (as defined in California law), child, current stepchild, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, parent, current stepparent, grandparent, grandchildren, legal guardian, legal ward, current father-in-law or current mother-in-law.

### SECTION 4. PAY FOR BEREAVEMENT LEAVE

- a. An eligible employee shall be paid for time off under this Article if any such time off occurs on a day on which the employee is otherwise scheduled to work.
- b. Pay for compensable bereavement leave shall be for the eligible employee's regular straight time rate of pay.
- c. Under no circumstances shall this provision result in an increase of an employee's normal earnings.
- d. Pay for Bereavement Leave shall not be considered as time worked for overtime purposes.

### SECTION 5. USE OF PAID LEAVE FOR UNPAID BEREAVEMENT LEAVE

If an employee wishes to take additional time beyond that granted under this Article, such request should be made in writing to the HSA as soon as the need is known. Such additional time will be unpaid; however, the employee may elect to use any accrued paid time off to cover the additional leave. Requests for additional time off under this Section will be considered and granted by the Employer in its discretion based upon the requested time, coverage availability, and similar operational considerations.

### SECTION 6. REASONABLE PROOF

The Employer may require reasonable proof of death, relationship and the date of funeral/memorial service to the satisfaction of the Employer, e.g., a funeral home letter or program, obituary notice, in order to be eligible for paid bereavement leave.

### SECTION 7. NOTICE TO THE EMPLOYER

The need for bereavement leave must be reported as soon as possible to the Health Services Administrator or the employee's supervisor.

## **ARTICLE 38 – JURY DUTY/WITNESS/VICTIM LEAVE**

### **SECTION 1. PAY WHILE ON JURY DUTY/WITNESS**

- a. Full-time non-probationary employees and part-time non-probationary employees who work an average of twenty-four (24) hours or more each week required to serve jury duty are eligible for jury duty pay up to a maximum of ten (10) workdays missed in each instance they are called and serve. The Employer shall pay an eligible employee the employee's regular straight time hourly rate for the number of hours actually missed in the employee's normal scheduled workweek subject to a maximum of eight (8) hours a day, with a maximum of eighty (80) hours, less the amount of compensation that the employee is eligible to receive for service as a juror.
- b. After the above maximum days/hours are met, no additional compensation will be paid. The bargaining unit employee may use available paid time off under Article 27, Paid Time Off/PTO to cover any unpaid time.
- c. Any employees subpoenaed to appear as a witness in a judicial procedure related to the Employer shall be paid their normal straight time hourly rate for actual time missed away from work in their normal scheduled workweek.
- d. Pay for jury duty/witness shall not be considered as time worked for overtime purposes.

### **SECTION 2. NOTICE TO EMPLOYER OF JURY DUTY/WITNESS**

The receipt of a subpoena or the notice to report for jury duty must be reported as soon as possible to the Health Services Administrator or the employee's supervisor.

### **SECTION 3. SEEKING POSTPONEMENT OF JURY DUTY**

The Employer may require that the employee seek to postpone jury duty if, in the opinion of the Employer, the employee's services are essential at the time of the proposed jury service.

### **SECTION 4. PROOF OF SERVICE AND REPORTING TO WORK**

- a. The employee will be required to submit to the Employer proof of service and the amount of payment received. The Employer shall have no obligation to pay any jury duty/witness pay until such documentation is received.
- b. Employees called for jury/witness service must keep their supervisor apprised, on a daily basis, of their status. If an employee scheduled for day shift is permanently or temporarily excused or released from jury/witness service, the employee shall immediately notify the Employer and report to work for the remainder of their shift if so directed.

### **SECTION 5. EVENING OR NIGHT SHIFT EMPLOYEES**

An employee who serves on jury duty/witness who is scheduled to work the evening or night shift on the same day of such service shall not be required to work. When permanently excused from jury/witness service, the employee shall immediately notify the Employer and report to their next scheduled shift.

**SECTION 6. IF COURTS ARE CLOSED OR IF EMPLOYEE IS NOT REQUIRED TO REPORT TO JURY DUTY**

If the Courts are closed on a given day or if the employee is not required to report to jury duty and, as a result, the employee will not be required to report for jury service on that day, upon learning that they will not be required to report, the employee must immediately notify their supervisor and report for work as directed by their supervisor.

**SECTION 7**

Full-time non-probationary employees and part-time non-probationary employees who work an average of twenty-four (24) or more hours a week and who are themselves a victim or who are an immediate family member of a victim (i.e., spouse, child, current stepchild, brother, current stepbrother, sister, current stepsister, mother, current stepmother, father, or current stepfather, or registered domestic partner under California law) of certain serious crimes may take unpaid time off work to attend judicial proceedings related to the crime or attend proceedings involving the rights of the victim.

- a. Request for unpaid victim leave under this Article must be submitted in writing, signed by the employee, to the Health Services Administrator as soon as possible once the need for leave is known setting out the reasons for the leave.
- b. Request for unpaid victim leave must be accompanied by documentation related to the proceeding or, if not available at the time of the request, within a reasonable time after the leave.
- c. Victim leave under this Article is unpaid. However, the employee may choose to use accrued paid time off or paid sick leave to cover the time away from work.
- d. California state law on victim leave shall govern the benefit provided herein and the terms and conditions under which that benefit is provided. To the extent there arises a conflict between this Article and the state law, or should there be a question around certification, eligibility, application, benefits, or other terms and conditions applicable to such leave, the California state law, as it exists at the time of this Agreement or as may be modified during the term, shall control.

**ARTICLE 39 – MILITARY LEAVE**

**SECTION 1**

The Employer will provide for two (2) weeks' annual reserve training and reimburse the employee at the employee's regular hourly rate for the number of hours for the employee's normal work week actually missed as a result of participating in the reserve training, subject to a maximum of eight (8) hours a day, forty (40) hours a week, less the compensation received by the employee for military service, for a maximum of eighty (80) hours per year.

## SECTION 2

The granting of a military leave and/or payment of any wage differential is contingent upon the employee's giving the Employer timely written notice as required by law.

## SECTION 3

Military pay will not be issued until the government's statement of earnings is submitted to payroll for processing.

## SECTION 4

Paid time off under this Article shall not be considered as time worked for overtime purposes.

## SECTION 5

Additional unpaid leave for military duty shall be granted as required by law.

# **ARTICLE 40 – LEAVES RELATED TO AN EMPLOYEE'S INJURY, ILLNESS OR DISABILITY**

## SECTION 1. LEAVE

Leaves related to an employee's injury, illness or disability (other than workers' compensation leave addressed elsewhere in this Agreement) will be in accordance with the Family and Medical Leave Act of 1993, the California Family Rights Act, pregnancy-related disability leaves under California Government Code Section 12945, other statutorily mandated leaves, and the Employer's policies designed for the implementation of and compliance with such federal and state laws including eligibility requirements and applicable benefits.

- a. Should the employee seek extended leave beyond the time provided under the applicable statutory period, the employee may request additional leave as an accommodation for the ongoing injury, illness, or disability additional unpaid leave as provided by federal or state law or the Employer's policies through the Employer's interactive leave management process. The request must be made in writing to the Employer. The individual with the disability should specify verbally and in writing what barriers or limitations make it difficult for him or her to perform the job.
- b. Reasonable accommodation, including providing for additional leave beyond that otherwise provided under applicable federal or state law, will be provided for qualified employees with ongoing injury, illness, or disability, unless doing so would pose an undue hardship on the operations of the company. Through the interactive leave management process, on a case-by-case basis, with input from the employee, the Employer reviews and determines request for additional leave to reasonably accommodate an employee and the conditions for that leave under applicable law or regulations and Employer policies including those policies impacting safety and security of the facility and personnel taking into consideration (a) the employee's specific injury, illness, or disability and existing limitations to the performance of a particular job function, (b) the essential duties of a job, (c) the work environment, (d) whether the

proposed accommodation would create a direct threat to the health, safety, and/or security of the individual or others, or (e) otherwise create an undue hardship on operations.

#### SECTION 2. USE OF PAID TIME OFF

Employees must use accrued paid time off while taking FMLA and in coordination with any state disability benefit that might also be available to the employee.

#### SECTION 3. RETURN TO ORIGINAL JOB CLASSIFICATION

Employees will be restored to their original job classification if they return at or before the expiration of the leave of absence under this Article.

#### SECTION 4. NO ACCRUAL OF BENEFITS OR SENIORITY DURING LEAVE

Unless otherwise directed by applicable law, during an authorized Leave of Absence under this Article, an employee shall retain their seniority but shall not accrue additional seniority or additional benefits under this Agreement.

#### SECTION 5. CONTINUATION OF INSURANCE DURING LEAVE

Employees must use accrued paid time off while taking FMLA and in coordination with any state disability benefit that might also be available to the employee. The Employer will continue to pay the Employer's share of the employee's (and dependents', if applicable) medical, dental and life insurance premiums, provided they are enrolled in the group prior to the start of the Leave of Absence taken under this Article. It is the employee's responsibility to make the monthly premium payments for any benefit plans in which the employee or their dependents are enrolled in accordance with the Employer's procedures and the requirements of this Agreement. Failure by the employee to pay their portion of the benefit premium may result in cancellation.

#### SECTION 6. NOT COVERED BY MALPRACTICE DURING LEAVE

During a Leave of Absence authorized and taken under the terms of this Article, employees are not covered by the Employer's professional liability (malpractice) or general liability insurance.

#### SECTION 7. ACCEPTANCE OF OTHER EMPLOYMENT DURING LEAVE CAUSE FOR TERMINATION

If an employee accepts other employment during a Leave of Absence, the leave will be canceled and employment will be terminated.

#### SECTION 8. PHYSICIAN'S STATEMENT REQUIRED UPON RETURN FROM LEAVE

As a condition of reinstatement from a disability Leave of Absence taken under this Article, the employee must furnish a written statement from a physician verifying that he/she is physically able to perform his/her job functions. Securing this physician statement is at the employee's expense.

## ARTICLE 41 – PARENTAL LEAVE

### SECTION 1

Eligible employees (as defined by Section 4) will be granted up to twelve (12) weeks of unpaid parental leave. In cases where both parents are employed by the Employer and are otherwise eligible for Parental Leave, the combined total leave amount for both employees may not exceed twelve (12) weeks.

### SECTION 2

Parental Leave granted under this Article shall be inclusive of any leave an employee may be entitled to for such purposes under the Family and Medical Leave Act of 1993 and the California Family Rights Act.

### SECTION 3

Parental Leave granted under this Article will include any pregnancy disability leave granted pursuant to California's pregnancy disability leave law, California Government Code Section 12945, unless the pregnancy-related disability extends up to four (4) months, in which event the employee may take one additional month to care for a newborn.

### SECTION 4

To be eligible for Parental Leave under this Article, the bargaining unit employee must: a. Have worked at least twelve (12) consecutive months for the Employer preceding the date the requested leave would commence and b. Have worked at least 1,250 hours over the twelve (12) consecutive months for the Employer preceding the date the requested leave would commence.

### SECTION 5

Purpose of the Parental Leave is to bond with a newly born child or with a child placed with the employee for adoption or foster care.

#### a. Adoption

In the event of an adoption the parental leave will begin on the date the child is brought to the employee's home.

#### b. Birth

In the event of a birth, the parental leave will begin on the date of the cessation of the medical disability associated with the birth for a female employee and on the date of birth of the child for a male employee.

### SECTION 6

With the exception of the length of time for the parental leave, all other eligibility requirements and administrative procedures will be in accordance with the Family and Medical Leave Act of 1993, the California Family Rights Act and California Government Code Section 12945. To the extent there arises a conflict between this Article and the state law, or should there be a question



around certification, eligibility, application, benefits, or other terms and conditions applicable to such leave, the California state law, as it exist at the time of this Agreement or as may be modified during the term, shall control.

#### SECTION 7. CONTINUATION OF INSURANCE DURING LEAVE

The Employer will continue to pay the Employer's share of the employee's (and dependents', if applicable) medical, dental and life insurance premiums, provided they are enrolled in the group prior to the start of the Leave of Absence taken under this Article. It is the employee's responsibility to make the monthly premium payments for any benefit plans in which the employee or their dependents are enrolled in accordance with the Employer's procedures and the requirements of this Agreement. Failure by the employee to pay their portion of the benefit premium may result in cancellation.

#### SECTION 8. NOT COVERED BY MALPRACTICE DURING LEAVE

During an authorized Parental Leave, employees are not covered by the Employer's professional liability (malpractice) or general liability insurance.

#### SECTION 9. ACCEPTANCE OF OTHER EMPLOYMENT DURING LEAVE CAUSE FOR TERMINATION

If an employee accepts other regular employment during Parental Leave granted under this Article, the leave will be canceled and their employment will be terminated.

#### SECTION 10. NO ACCRUAL OF BENEFITS OR SENIORITY DURING LEAVE

During an authorized leave, an employee shall retain their seniority but shall not accrue additional seniority and shall not accrue additional benefits under this Agreement.

### **ARTICLE 42 – WORKERS' COMPENSATION LEAVE**

#### SECTION 1

In the case of a leave of absence attributable to a worker's compensation covered injury or illness, the employee will continue to be covered by the health, dental and insurance plans during the period of leave, not to exceed six (6) consecutive months, provided the employee continues to make the employee portion of the monthly premium payments for their own, and any dependent coverage in any benefit plans in which the employee or their dependents are enrolled in accordance with the Employer's procedures and the requirements of this Agreement. To the extent allowed by law, employees may use paid time off in coordination with any workers' compensation benefit that might also be available to the employee.

#### SECTION 2

During an authorized worker's compensation leave, employees are not covered by the Employer's professional liability (malpractice) or general liability insurance.

### SECTION 3

During an authorized leave taken under this Article, an employee shall retain their seniority but shall not accrue additional seniority and shall not accrue additional benefits under this Agreement.

### SECTION 4

Should the employee seek extended unpaid leave beyond the time provided under the applicable statutory period, the employee may request additional leave as an accommodation for the ongoing injury, illness, or disability; or additional unpaid leave as provided by federal or state law or the Employer's policies through the Employer's interactive leave management process. The request must be made in writing to the Employer. The individual with the disability should specify verbally and in writing what barriers or limitations make it difficult for him or her to perform the job. Reasonable accommodation, including providing for additional leave beyond that otherwise provided under applicable federal or state law, will be provided for qualified employees with ongoing injury, illness, or disability, unless doing so would pose an undue hardship on the operations of the company. Through the interactive leave management process, on a case-by-case basis, with input from the employee, the Employer reviews and determines requests for additional leave to reasonably accommodate an employee and the conditions for that leave under the applicable law or regulations and Employer policies including those policies impacting safety and security of the facility and personnel taking into consideration (a) the employee's specific injury, illness, or disability and existing limitations to the performance of a particular job function, (b) the essential duties of a job, (c) the work environment, (d) whether the proposed accommodation would create a direct threat to the health, safety, and/or security of the individual or others, or (e) otherwise create an undue hardship on operations.

### SECTION 5. RETURN TO ORIGINAL JOB CLASSIFICATION

Employees will be restored to their original job classification if they return at or before the expiration of the leave of absence under this Article.

### SECTION 6. CONCURRENT LEAVE

Except as otherwise required by law, workers' compensation absences automatically count towards an employee's annual federal or state leave allotment provided pursuant to Article 40 herein under the terms and conditions of the applicable federal or state law and will run concurrently with such leave as well as any other leave provided in this Agreement to which the employee may be entitled and eligible.

### SECTION 7. NOT COVERED BY MALPRACTICE DURING LEAVE

During an authorized workers' compensation leave, employees are not covered by the Employer's professional liability (malpractice) or general liability insurance.

SECTION 8. ACCEPTANCE OF OTHER EMPLOYMENT DURING LEAVE CAUSE FOR TERMINATION

If an employee accepts other employment during workers' compensation leave granted under this Article, the leave will be canceled and their employment will be terminated.

SECTION 9. CALIFORNIA STATE LAW GOVERNS

California state law on workers' compensation leave shall govern the benefit provided herein and the terms and conditions under which that benefit is provided. To the extent there arises a conflict between this Article and the state law, or should there be a question around certification, eligibility, application, benefits, or other terms and conditions applicable to such leave, the California state law, as it exists at the time of this Agreement or as may be modified during the term, shall control.

**ARTICLE 43 – UNPAID PERSONAL LEAVE**

SECTION 1

Full time non-probationary and regular non-probationary part-time employees who work twenty-four (24) or more hours per week, not covered by any other leave provision of this Agreement, may request an unpaid personal leave not to exceed thirty (30) consecutive days.

SECTION 2

Leave is granted for a specific period of time with the understanding that the employee will be available to return to regular active duty when the leave period expires.

SECTION 3

Upon expiration of the leave, the Employer will make a good faith effort to return the employee to their prior job classification position or, if not available, to a job classification position for which the employee is qualified.

SECTION 4

Should the employee desire to return to work from leave earlier than the original anticipated end date, the employee will notify the Health Services Administrator who will make a good faith effort to accommodate the request.

SECTION 5

Request for unpaid personal leave under this Article must be submitted in writing to the Health Services Administrator as soon as possible once the need for leave is known. Leave under this Article is granted at the discretion of the Health Services Administrator or their designee.

## SECTION 6

During an authorized leave taken under this Article, an employee shall retain their seniority but shall not accrue additional seniority and shall not accrue additional benefits under this Agreement.

## SECTION 7

Employees on Unpaid Personal Leave are obligated to continue their insurance benefits during such leave. The Employer will continue to pay its share of the employee's (and dependents', if applicable) medical, dental and life insurance premiums, provided they are enrolled in the group prior to the start of the Unpaid Personal Leave. It is the employee's responsibility to make the monthly premium payments for any benefit plans in which the employee or their dependents are enrolled in accordance with the Employer's procedures and the requirements of this Agreement. Failure of the employee to pay their portion of the benefit premium may result in cancellation.

## SECTION 8

During an authorized Unpaid Leave, employees are not covered by the Employer's professional liability (malpractice) or general liability insurance.

## SECTION 9

If an employee accepts other employment during an Unpaid Leave granted under this Article, the leave will be canceled and their employment will be terminated.

# **ARTICLE 44 – CALIFORNIA DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING LEAVE & ACCOMMODATION**

## SECTION 1

Bargaining unit employees who are victims of domestic violence, sexual assault, or stalking may be eligible for unpaid leave and/or accommodation under this Article and the applicable California state law.

## SECTION 2

While leave under this Article is unpaid, employees may be eligible for, and may use, paid sick time under California's Healthy Workplaces, Healthy Families Act or accrued and available paid time off. Any paid time off under this Article shall not be considered as time worked for overtime purposes.

## SECTION 3

Leave may be requested if an employee must take an unscheduled absence due to their being involved in a judicial action, such as obtaining a restraining order or appearing in court to obtain relief to ensure their health, safety or welfare or that of their child.

#### SECTION 4

Request for unpaid person leave under this Article must be submitted in writing, signed by the employee, to the Health Services Administrator as soon as possible once the need for leave is known setting out the reasons for the leave. Depending on the reason for the leave, such request should be accompanied by certification of the need (e.g., (1) a police report; (2) a court order protecting or separating the employee from the perpetrator or setting a hearing from such order; or (3) other evidence from the court or prosecuting attorney that the employee has appeared or is scheduled to appear in court).

#### SECTION 5

Leave under this Article is granted in the discretion of the Health Services Administrator or their designee under the guidelines for eligibility, grant, and benefits set out in the applicable California law at the time of this Agreement or as may be modified during its term.

#### SECTION 6

During an authorized leave under this Article, employees are not covered by the Employer's professional liability (malpractice) or general liability insurance.

#### SECTION 7

If an employee accepts other regular employment while on authorized leave under this Article, the leave will be canceled and their employment will be terminated.

#### SECTION 8

Employees who are victims of domestic violence, sexual assault, or stalking and need reasonable accommodation for their safety at work, should submit a signed written request to the Health Services Administrator or their designee setting out the need and any requested accommodation. With the written request, the employee is required to provide certification demonstrating they are a victim of domestic violence, sexual assault, or stalking and a written signed statement certifying that the request for accommodation is for the purpose of the employee's safety at work.

#### SECTION 9

Once an accommodation is requested, the Employer will engage in an interactive process with the employee to identify possible accommodations, if any, that are effective, reasonable, and will not result in an undue hardship.

#### SECTION 10

Once approved, the Employer may request periodic recertification of the ongoing need for accommodation.

#### SECTION 11

The employee must notify the Employer if an approved accommodation is no longer needed.

## SECTION 12

California state law on domestic violence, sexual assault or stalking leave and accommodation shall govern the benefit provided herein and the terms and conditions under which that benefit is provided. To the extent there arises a conflict between this Article and the state law, or should there be a question around certification, eligibility, application, benefits, or other terms and conditions applicable to such leave, the California state law, as it exists at the time of this Agreement or as may be modified during the term, shall control.

## SECTION 13

To the extent allowed by law and unless otherwise necessary to effectuate the leave herein provided, the Employer will maintain the confidentiality of an employee requesting leave and/or accommodation under this Article.

# **ARTICLE 45 – ORGAN AND BONE MARROW DONOR LEAVE**

## SECTION 1

Full-time non-probationary and regular non-probationary part-time employees that work at least twenty-four (24) hours per week, who are donors for organ or bone marrow may take paid time off as follows:

- a. Up to thirty (30) business days of leave in any rolling one (1) year period, beginning from the start of the approved leave, for the purpose of donating an organ to another person.
- b. Up to five (5) business days of leave in any rolling one (1) year period, beginning from the start of the approved leave, for the purpose of donating bone marrow to another person. After which the Employer will pay for the remaining leave of absence, if additional leave is needed up to the maximum allowed by law.
- c. Employees taking leave for organ donation must use two (2) weeks of accrued but unused PTO. After which the Employer will pay for the remaining leave of absence, if additional leave is needed up to the maximum allowed by law.
- d. Employees taking leave for bone marrow donation must use five (5) days of accrued but unused PTO. After which the Employer will pay for the remaining leave of absence, if additional leave is needed up to the maximum allowed by law.
- e. Paid time off under this Article shall not be considered as time worked for overtime purposes.

## SECTION 2

Employees on an authorized leave under this Article are obligated to continue their insurance benefits during such leave. The Employer will continue to pay its share of the employee's (and dependents', if applicable) medical, dental and life insurance premiums, provided they are enrolled in the group prior to the start of the leave. It is the employee's responsibility to make the

monthly premium payments for any benefit plans in which the employee or their dependents are enrolled in accordance with the Employer's procedures and the requirements of this Agreement. Failure of the employee to pay their portion of the benefit premium may result in cancellation.

### SECTION 3

Request for leave under this Article must be submitted in writing to the Health Services Administrator as soon as possible once the need for leave is known and should be supported by written verification from a medical provider of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation.

### SECTION 4

Leave taken under this Article is not leave for purposes of family medical leave under the CFRA or the federal Family Medical Leave Act (see Article 40).

### SECTION 5

California state law on organ or bone marrow donation leave shall govern the benefit provided herein and the terms and conditions under which that benefit is provided. To the extent there arises a conflict between this Article and the state law, or should there be a question around certification, eligibility, application, benefits, or other terms and conditions applicable to such leave, the California state law, as it exists at the time of this Agreement or as may be modified during the term, shall control.

## **ARTICLE 46 – SCHOOL AND CHILD ACTIVITIES LEAVE**

### SECTION 1

Full-time non-probationary employees and regular non-probationary part-time employees who work an average of twenty-four (24) or more hours per week are eligible for unpaid leave under this Article. Employees may use paid time off to cover the time off.

### SECTION 2

Unpaid time off under this Article can only be used by parents, guardians, grandparents, current stepparents, current foster parents, or a person who stands in loco parentis to one or more children of the age to attend kindergarten through grade 12.

### SECTION 3

The amount of leave time available under this Article to attend the below eligible school activities cannot exceed a total of forty (40) hours in any one calendar year.

### SECTION 4

School and child activities leave under this Article up to a maximum of eight (8) hours in any calendar month may be used by eligible employees for any of the following:

- a. To find, enroll, or reenroll a child in school or with a licensed childcare provider and
- b. To participate in activities of the child's school or licensed childcare provider.

#### SECTION 5

Request for leave under this Article must be submitted in writing to the Health Services Administrator as soon as possible once the need for leave is known and should be supported by written verification from the school or licensed childcare provider verifying the employee is engaged in child related activities of the type that qualify for leave and the day and time of the qualifying activities.

#### SECTION 6

Leave under this Article is granted at the discretion of the Health Services Administrator or their designee under the guidelines for eligibility, grant, and benefits set out in the applicable California law at the time of this Agreement or as may be modified during its term.

#### SECTION 7

School and child activities leave under this Article may be used by eligible employees to address a childcare provider or school emergency meaning a situation where the employee's child cannot remain in and must be removed from their childcare provider school or where the employee has been summoned to a school to discuss a matter in which the child is facing suspension.

- a. Request for leave under this Article must be submitted in writing to the Health Services Administrator as soon as possible once the need for leave is known.
- b. The Employer may request written verification or other confirmation from the school or licensed childcare provider verifying the employee's need for leave.
- c. Leave under this Article is granted at the discretion of the Health Services Administrator or their designee under the guidelines for eligibility, grant, and benefits set out in the applicable California law at the time of this Agreement or as may be modified during its term.

### **ARTICLE 47 – TIME OFF FOR VOTING**

#### SECTION 1

Employees whose work schedule does not provide for sufficient time outside of work to vote in an official state-sanctioned election, may request time off from work to vote.

#### SECTION 2

Request for leave under this Article must be submitted in writing to the Health Services Administrator as soon as possible once the need for leave is known but in no circumstances less than two (2) working days prior to the official state sanctioned election.



### SECTION 3

The Health Services Administrator has the discretion to grant the time off at either the beginning or the end of the employee's regular shift, so long as when combined with the voting time available outside of the working hours the employee has two (2) hours in which to vote. The maximum time allowed off work shall not exceed two (2) hours.

### SECTION 4

Time off for voting under this Article will be paid, but not counted as time worked for purposes of overtime.

### SECTION 5

California state law on time off for voting shall govern the benefit provided herein and the terms and conditions under which that benefit is provided. To the extent there arises a conflict between this Article and the state law, or should there be a question around certification, eligibility, application, benefits, or other terms and conditions applicable to such leave, the California state law, as it exists at the time of this Agreement or as may be modified during the term, shall control.

## **ARTICLE 48 – LABOR MANAGEMENT COMMITTEE**

The parties agree to make themselves available to the other upon written request (such request detailing the reason for the meeting and topics proposed to be covered) at mutually agreed upon times and location to discuss concerns, issues, developments, or ideas related to the bargaining unit and/or quality of patient care, in an informal forum not otherwise covered by the Agreement or that may fall outside of the scope of the Grievance/Arbitration provisions set out herein. The exchange is not intended, nor shall be used, to by-pass the terms of the Agreement. The Union may request attendance of up to three (3) employee representatives, the meeting will be scheduled at a time so as to minimize or avoid the interruption of work and in line with staffing needs and the efficient operations of the facility. If the meeting(s) occurs during an employee's scheduled time to work, he/she will be released without loss of pay to attend the meeting.

## **ARTICLE 49 – NO LOCKOUT/NO STRIKE**

### SECTION 1. NO LOCKOUT

The Employer agrees that there shall be no lockouts during the term of this Agreement.

### SECTION 2. NO STRIKE

During the term of the Agreement, neither the Union nor the bargaining unit employees, will call, engage in, instigate, promote, cause, sponsor, condone, support, assist, sanction, authorize, permit, encourage, or take part in any strike (including, but not limited to, any recognition or unfair labor practice strike), sit down, work stoppage, slowdown or curtailment of work, concerted sick out or call off, refusal to cross a picket line, sympathy strike, jurisdictional strike,

picketing (including, but not limited to, informational, unfair practice, or other picketing), protest, hand billing, consumer boycott, secondary boycott, or interference of any kind with the operations of the Employer, or any other concerted activity which curtails, interferes with, or interrupts, or threatens or attempts to cause such curtailment, interference or interruption of the Employer's operation or the servicing of the Employer's customers or the Employer obtaining new customers or entering into new or renewing existing service contracts. This provision is not intended to mean that there is a prohibition of the Union's or employees' exercising the right to express concerns regarding patient care or employees' working conditions in a public forum or setting or with elected or governmental officials so long as, based on an objective standard, there is no reason to believe the Union or employees are engaged in such activities solely in an attempt to interfere with the Employer's efforts to renew an existing service contract or obtain a new service contract at Sonoma jails.

### SECTION 3. NOTIFICATION TO EMPLOYEES OF VIOLATION OF THE PROVISIONS OF THIS ARTICLE

Should any of the events in Section 2 occur, in addition to any other liability, remedy, or right provided by applicable law or statute, the Union immediately upon request of the Employer shall advise the bargaining unit employees in writing, with a copy to the Employer, to cease such action and return to work immediately, and take all steps as may be necessary to bring about compliance with this Article. At the Employer's request the Union will advise the Employer in writing what steps it has taken pursuant to this paragraph.

### SECTION 4. DISCIPLINE REGARDING VIOLATION OF THE PROVISIONS OF THIS ARTICLE

Any employee engaging in any activity prohibited by this No Strike or Lockout provision may be subject to disciplinary action up to and including discharge. The Employer will determine appropriate discipline, if any, based on individual circumstances; there is no requirement that the Employer discipline or discharge all employees who engaged in the prohibited activity. Any employee disciplined or discharged shall have access to the grievance and arbitration procedure.

### SECTION 5. INJUNCTIVE RELIEF

The right of the Employer to seek injunctive relief in court against any action in breach of this No Strike provision without submission to the grievance and arbitration procedure is expressly recognized by the parties.

## **ARTICLE 50 – SUCCESSORS AND ASSIGNS**

### SECTION 1. NOTICE

Prior to closing of any sale or transfer of the Employer's assets or stock that would impact the facility covered by this Agreement, the Employer will give the purchasing corporation, proprietorship, partnership or individuals notice of this Agreement and collective bargaining relationship with the Union.

## SECTION 2. OBLIGATION

The Employer has no obligations, responsibilities, or duties other than set out in Section 1 above, Notice, to take any action or otherwise guarantee toward any ensuring the recognition of the Union or assumption of the Agreement by any entity or person(s) to whom the Employer's assets or stock are sold or transferred. Likewise, the Employer has no liability to the Union or bargaining unit employees, individually or as a group, should any such entity or person(s) be considered a successor to the Agreement and obligated to recognize and bargain with the Union under the controlling provisions of the National Labor Relations Act or any rules, regulations, decisions issued pursuant thereto, or any federal, state, or local law, order, or regulation, and fail to meet and satisfy that obligation.

## **ARTICLE 51 – SCOPE OF AGREEMENT**

### SECTION 1. COMPLETE AGREEMENT

The Employer and the Union acknowledge that this Agreement shall constitute the complete agreement between the parties and sets forth all the rights, obligations and responsibilities of the respective parties concerning rates of pay, hours of work, and other term or conditions of employment for the bargaining unit employees. The terms of this Agreement supersede any and all understandings, practices, contracts, agreements, or promises, whether written or oral, as to any pay, hours, or work or other term and condition of employment not otherwise expressly incorporated herein that may have existed before the execution of this Agreement. If the Employer intends to change an existing practice, it will comply with any related bargaining obligations under the National Labor Relations Act before doing so.

### SECTION 2. HEADINGS

Headings contained in the various Sections of the Articles of this Agreement are for purposes of reference and organization only and are not intended to alter or affect the substantive terms of this Agreement.

### SECTION 3. OBLIGATIONS REGARDING BARGAINING

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which was the subject of negotiations.

## **ARTICLE 52 – SEPARABILITY**

### **ALL AGREEMENTS SUBJECT TO APPLICABLE LAWS**

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings, and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States of America or of the State of California or of any municipality or the Employer's contract with the County, such provision shall be superseded by the appropriate provision of such law, regulation or contract, so long as the same is enforced and in effect unless upon demand of either of the parties negotiations are requested to replace the provision; but all other provisions of this Agreement shall continue in full force and effect.


**ARTICLE 53 – TERM**

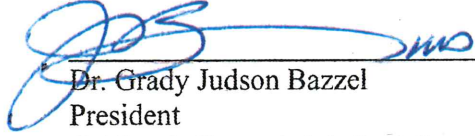
This Agreement shall be effective August 12, 2022, and shall continue in full force and effect through May 12, 2025 (expiring at 12:01 AM). This Agreement shall automatically renew for successive periods of twelve (12) consecutive months thereafter unless either party serves written notice upon the other of the desire to amend, modify, or terminate the Agreement no later than one hundred twenty (120) days prior to the expiration date of this Agreement.

Agreed this \_\_\_ day of \_\_\_\_\_.

**National Union of Healthcare Workers**

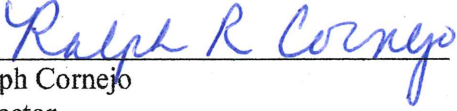
**California Forensic Medical Group, Inc.,**

  
\_\_\_\_\_  
Sal Rosselli, NUHW President  
President  
NUHW

  
\_\_\_\_\_  
Dr. Grady Judson Bazzel  
President  
California Forensic Medical Group, Inc.

Date: 3/22/2023

Date: 3/2/2023

  
\_\_\_\_\_  
Ralph Cornejo  
Director  
NUHW

Date: 3/22/2023

National Union of Healthcare Workers'  
BARGAINING COMMITTEE

- Jessica Pavao
- Josephine Garcia
- Irene Garrad
- Holly Schwantz
- Veronica Berghorst
- Rashonda Mello
- Sunny Bassi

## APPENDIX A – WORK RULES

Violation of any of the following work rules is considered just cause for disciplinary action under the terms and conditions of this Agreement Article 9, Discipline and Discharge. The Employer will exercise reasonable judgment in the application of these rules.

1. Engaging in unlawful use, possession, storage, manufacture, dispensation, or distribution of controlled substance, alcohol or marijuana, or the attempt to do the same, on Employer's property, in Employer owned, leased, or rented vehicles, or employee's vehicles used in Employer's business or parked at the facility, or on the property of the facility; reporting to work having used a controlled substance, alcohol or marijuana; any conduct in violation of the Employer's drug and alcohol policies;
2. Engaging in any conduct in violation of the Employer's Code of Business Conduct and Ethics;
3. Engaging in any conduct in violation of the Employer's policy against harassment, discrimination and retaliation;
4. Smoking or use of tobacco products on Employer owned or leased property or any facility and property of a governmental agency customer to which the Employer has access except in designated areas or other conduct in violation of Employer's or facility's use of tobacco policy;
5. Engaging in any conduct in violation of the Employer or facility Injury and Illness Prevention Program, Emergency Action Plan, safety or health policies, procedures, or regulations or the safety and security policies of the facility; failure to immediately report all work-related injuries and illnesses to the employee's supervisor;
6. Engaging in any pilferage, theft, unauthorized use, or unauthorized possession of any Employer owned or leased property or that of any patient/ inmate, visitor, vendor, government official, customer, or employee;
7. Providing false, misleading, or incomplete information on Employer forms, records, reports, documents, time cards or time records; concealing, altering, misusing, or removing, without proper authorization from Employer records, reports, documents, time cards or records, or employment records including, but not limited to electronic data records; any act of dishonesty;
8. Clocking-in or out for another employee; failing to clock-in at the start of work and clocking-out at the end of the workday or for any unpaid period; failing to immediately report any discrepancies in time reporting, clocking-in or clocking-out;
9. Leaving a job assignment or assigned work area during scheduled shift without supervisor's permission;

10. Incompetence, negligence, or careless inattention in the performance of duties or the failure to properly and completely perform assigned duties; any other act of omission that leads to or could result in danger or harm to any patient/inmate, visitor, vendor, government official, or employee or to the Employer's relationship and reputation with any contracting agency or customer; failing to meet job standards or qualifications;
11. Sleeping on duty, or any other act or omission that interferes, or could interfere, with or otherwise preclude the employee from being alert while on duty;
12. Engaging in any conduct which has, or which could have, the effect of hindering, limiting, or interfering with normal operations of the facility or the performance of another employee;
13. Insubordination. This includes, but is not limited to, the refusal or failure to perform any assigned task, to fully and properly respond to any oral or written business related request from management, to fully and properly participate in any business related investigation, to fully obey instructions of any law enforcement official or proper authority of any federal, state, or local government or agency representative with whom the Employer has a contract concerning the care of inmates or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the Employer or the care and custody of inmates housed at the facility covered by this Agreement, and includes any type of conduct, whether verbal, written, or physical, which undermines or otherwise challenges the authority of management;
14. Failing or refusing to cooperate or to fully and honestly answer any questions or produce requested material in any official investigation or inquiry being conducted by the Employer, by or at the direction of any federal, state, or local government or agency representative with whom the Employer has a contract concerning the care of inmates or that may otherwise have oversight and/or investigatory responsibility concerning the Employer's operations or the care and custody of inmates housed at the facility covered by this Agreement; providing false, incomplete, or misleading information to the Employer or to any federal, state, or local government or agency representative with whom the Employer has a contract concerning the care of inmates or that may otherwise have oversight and/or investigatory responsibility concerning the Employer's operations or the care and custody of inmates housed at the facility covered by this Agreement;
15. Failing or refusing to execute any consent form or agreement necessary to allow any federal, state, or local government or agency representative with whom the Employer has a contract concerning the care of inmates or that may otherwise have oversight and/or investigatory responsibility concerning the Employer's operations or the care and custody of inmates housed at the facility covered by this Agreement access to any of the employee's personnel, disciplinary, investigative, background, medical, or training files or records;

16. Fighting, engaging in any threatening, harassing, abusive, or intimidating conduct or other discourtesy directed toward any employee, visitor, vendor, customer, government official, or participating in any physical horseplay or disorderly conduct with any employee, inmate, visitor, vendor, customer, government official, while in the performance of duties, during work time, or while on Employer owned, leased, or used property;
17. Engaging in or promoting any conduct which leads to, which incites, or which could lead to or incite, a riot or other disruptive or violent conduct on the part of an inmate;
18. Engaging in or promoting any conduct that leads to, or could lead to, the escape of or harm to any inmate or which otherwise compromises security and safety or is negligent with respect to the treatment, care, security, and protection of any inmate;
19. Possessing, without proper authorization, unauthorized use of any firearm, explosives, or other weapon, while in the performance of Employer related duties, during work time, or on Employer owned, leased, or used property;
20. Possessing, without proper authorization, or unauthorized use of camera, video equipment, tape recorder, cell phone, or any other recording device and unauthorized possession or unauthorized use of any communication device while in the performance of Employer related duties, during work time, or on Employer owned, leased, or used property; personal use of the Employer's computer, technology, and communications systems or in ways that violate Employer policies; engaging in conduct that violates Employer's social media policy;
21. Using physical violence, threats, or verbal abuse, harassment, taunting, or other abusive or undue negative treatment, directly or indirectly (such as through another employee or inmate), toward any employee, inmate, visitor, vendor, customer, or any other conduct with regard to the care and treatment of inmates that violates Employer policy and procedures or the policies and procedures of any contracting agency or customer; using force with an inmate for punishment or reprisal; failing to report the threat, suspension, or actual occurrence of physical abuse of an inmate by another inmate or employee or facility personnel to an appropriate supervisor or HSA;
22. Engaging in, attempting to engage in, soliciting, or promoting any business with any current or former inmate or their families or representatives;
23. Soliciting, attempted solicitation, or acceptance of any gift, favor, or bribe in connection with their duties from anyone, including, but not limited to any current or former inmate or their families or representatives; permitting or creating a personal obligation that could lead to the expectation of favors or preferential treatment as to any current or former inmate or their families or representatives; displaying favoritism or preferential treatment to inmate or groups of inmates; engaging in undue fraternization with inmates;



24. Introducing or the attempt to introduce contraband into the facility covered by this Agreement or grounds of the facility or otherwise bringing or attempting to bring contraband to or transferring contraband from an inmate to another inmate or to other persons, or other conduct including, but not limited to, conspiring, negotiating, or arranging to purchase, sell, possess, distribute, dispense, or use contraband or which allows or which creates the opportunity for inmates to obtain contraband;
25. Fraternalization with an patient/offender; engaging in, attempting to engage in, soliciting, or promoting sexual activity or any other improper physical activities or any improper relationship with any patient/inmate, former inmate or any of their families or friends; failing to report the threat, suspicion, or actual occurrence of sexual abuse of an inmate by another inmate or by Employer and/or facility personnel to an appropriate supervisor or the HSA; failing to take action to stop any imminent threat of sexual abuse of an inmate by another inmate or by Employer personnel;
26. Violating Employer or facility policy, procedure, rule, or regulation concerning the treatment of and interaction with inmates, their families, or representatives; retaliating or threatened retaliation against an inmate for filing a grievance or otherwise reporting misconduct or mistreatment; failing to respect the property of an inmate;
27. Failing to immediately report directly to the HSA any of the following: (a) a family relationship, friendship or other relationship with an inmate at the facility either prior to or during the employees employment; (b) business or social relationships with any inmate or inmate family members or friends while the inmate is incarcerated at the facility cover by this Agreement and for one (1) year after such incarceration terminates; (c) contacts with former inmate that occur within one (1) year of the date the former inmate incarceration terminates; and (d) any other contact or relationship that could be expected to create a conflict of interest or the appearance of a conflict of interest with their duties with the Employer;
28. Failing to immediately report directly to the HSA if charged or indicted with, arrested for, or convicted of any felony or any misdemeanor (if that misdemeanor requires, or could lead to, incarceration and/or any fine of \$100 or more);
29. Being charged or indicted with, arrested for, or convicted of any felony or any misdemeanor (if that misdemeanor requires, or could lead to, incarceration and/or any fine of \$100 or more);
30. Engaging in any conduct, on or off duty, which renders, or which could render, the employee disqualified for employment under the terms and conditions of any contract the Employer has with the government or agency concerning the custody of inmates at the facility;
31. Engaging in any conduct while representing or appearing to represent the Employer that reflects negatively on the Company or government or agency representative with whom

the Employer has a contract concerning the custody of inmates at the facility covered by this Agreement;

32. Engaging in the destruction, unauthorized use or misuse of, or damage to any Employer owned or leased property or that of any inmate, visitor, vendor, customer, or employee; engaging in an act of sabotage;
33. Using credentials, identification cards, or badges to coerce, intimidate, or deceive others, or to obtain special favors or privileges not authorized in the performance of normal duties, whether inside or outside the grounds of the facility and whether on or off the job;
34. Engaging in any conduct that violates the Employer's proprietary information and confidentiality policy; disclosing or using any information, knowledge, or data received by the employee or to which the employee gains access through their employment which is considered proprietary by the Employer; disclosing information which relates to the Employer's secrets as contained in business process, methods, compositions, improvements, inventions, discoveries, or otherwise; and,
35. Violating any Employer rule, procedure, or policy published pursuant to this Agreement.

## APPENDIX B – WAGE SCALES

### Year 1

<b>Job Title</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Year</b>	<b>5 Year</b>	<b>7 Year</b>	<b>10 Year</b>	<b>15 Year</b>
Dental Asst	\$ 22.50	\$ 23.40	\$ 24.34	\$ 25.31	\$ 26.32	\$ 27.37	\$ 28.47
LVN/LPT	\$ 32.75	\$ 34.06	\$ 35.42	\$ 36.84	\$ 38.31	\$ 39.85	\$ 41.44
Medical Records Clerk	\$ 21.75	\$ 22.62	\$ 23.52	\$ 24.47	\$ 25.44	\$ 26.46	\$ 27.52
MHP (licensed)	\$ 53.40	\$ 55.54	\$ 57.76	\$ 60.07	\$ 62.47	\$ 64.97	\$ 67.57
MHP (associate)	\$ 48.55	\$ 50.49	\$ 52.51	\$ 54.61	\$ 56.80	\$ 59.07	\$ 61.43
Mid-level Provider	\$ 71.00	\$ 73.84	\$ 76.79	\$ 79.87	\$ 83.06	\$ 86.38	\$ 89.84
Registered Nurse	\$ 50.44	\$ 52.46	\$ 54.56	\$ 56.74	\$ 59.01	\$ 61.37	\$ 63.82
Dental Hygienist	\$ 49.55	\$ 51.53	\$ 53.59	\$ 55.74	\$ 57.97	\$ 60.29	\$ 62.70
Psych NP	\$ 79.64	\$ 82.83	\$ 86.14	\$ 89.58	\$ 93.17	\$ 96.89	\$ 100.77
Psych RN	\$ 53.40	\$ 55.54	\$ 57.76	\$ 60.07	\$ 62.47	\$ 64.97	\$ 67.57
Competency Trainer (JBCT)	\$ 30.00	\$ 31.20	\$ 32.45	\$ 33.75	\$ 35.10	\$ 36.50	\$ 37.96

### Year 2

<b>Job Title</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Year</b>	<b>5 Year</b>	<b>7 Year</b>	<b>10 Year</b>	<b>15 Year</b>
Dental Asst	\$ 22.95	\$ 23.87	\$ 24.82	\$ 25.82	\$ 26.85	\$ 27.92	\$ 29.04
LVN/LPT	\$ 33.41	\$ 34.74	\$ 36.13	\$ 37.58	\$ 39.08	\$ 40.64	\$ 42.27
Medical Records Clerk	\$ 22.19	\$ 23.07	\$ 24.00	\$ 24.96	\$ 25.95	\$ 26.99	\$ 28.07
MHP (licensed)	\$ 54.47	\$ 56.65	\$ 58.91	\$ 61.27	\$ 63.72	\$ 66.27	\$ 68.92
MHP (associate)	\$ 49.52	\$ 51.50	\$ 53.56	\$ 55.70	\$ 57.93	\$ 60.25	\$ 62.66
Mid-level Provider	\$ 72.42	\$ 75.32	\$ 78.33	\$ 81.46	\$ 84.72	\$ 88.11	\$ 91.63
Registered Nurse	\$ 51.45	\$ 53.51	\$ 55.65	\$ 57.87	\$ 60.19	\$ 62.60	\$ 65.10
Dental Hygienist	\$ 50.54	\$ 52.56	\$ 54.67	\$ 56.85	\$ 59.13	\$ 61.49	\$ 63.95
Psych NP	\$ 81.23	\$ 84.48	\$ 87.86	\$ 91.38	\$ 95.03	\$ 98.83	\$ 102.79
Psych RN	\$ 54.47	\$ 56.65	\$ 58.91	\$ 61.27	\$ 63.72	\$ 66.27	\$ 68.92
Competency Trainer (JBCT)	\$ 30.60	\$ 31.82	\$ 33.10	\$ 34.42	\$ 35.80	\$ 37.23	\$ 38.72

### Year 3

<b>Job Title</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Year</b>	<b>5 Year</b>	<b>7 Year</b>	<b>10 Year</b>	<b>15 Year</b>
Dental Asst	\$ 23.64	\$ 24.58	\$ 25.57	\$ 26.59	\$ 27.65	\$ 28.76	\$ 29.91
LVN/LPT	\$ 34.41	\$ 35.78	\$ 37.21	\$ 38.70	\$ 40.25	\$ 41.86	\$ 43.54
Medical Records Clerk	\$ 22.85	\$ 23.76	\$ 24.72	\$ 25.70	\$ 26.73	\$ 27.80	\$ 28.91
MHP (licensed)	\$ 56.10	\$ 58.35	\$ 60.68	\$ 63.11	\$ 65.63	\$ 68.26	\$ 70.99
MHP (associate)	\$ 51.01	\$ 53.05	\$ 55.17	\$ 57.38	\$ 59.67	\$ 62.06	\$ 64.54
Mid-level Provider	\$ 74.59	\$ 77.58	\$ 80.68	\$ 83.91	\$ 87.26	\$ 90.75	\$ 94.38
Registered Nurse	\$ 52.99	\$ 55.11	\$ 57.32	\$ 59.61	\$ 61.99	\$ 64.47	\$ 67.05
Dental Hygienist	\$ 52.06	\$ 54.14	\$ 56.31	\$ 58.56	\$ 60.90	\$ 63.34	\$ 65.87
Psych NP	\$ 83.67	\$ 87.02	\$ 90.50	\$ 94.12	\$ 97.88	\$ 101.80	\$ 105.87
Psych RN	\$ 56.10	\$ 58.35	\$ 60.68	\$ 63.11	\$ 65.63	\$ 68.26	\$ 70.99
Competency Trainer (JBCT)	\$ 31.52	\$ 32.78	\$ 34.09	\$ 35.45	\$ 36.87	\$ 38.35	\$ 39.88

## APPENDIX C – PAY FOR NEGOTIATIONS

1. Assuming operational considerations allow, and coverage can be arranged, the Employer will release up to four (4) members of the Union bargaining unit from work and pay them at their regular straight time rate of pay for time actually spent away from scheduled work shifts in negotiations for:
  - a. Renewal agreement for mid-term negotiations, or
  - b. Negotiations that may otherwise be provided for under the terms of this Agreement, or
  - c. Any effects/impact negotiations that may be requested and required under the terms of the National Labor Relations Act.
2. Where the absence of one (1) or more designated individual employee negotiators from their shifts for any session would make it impractical or unreasonably costly for the Employer to staff a shift, the Employer may decline to release one (1) or more of such individuals. The parties, however, will work together in an attempt to ensure that the designated employee negotiators can be released, and will attempt to schedule negotiations far enough in advance to allow for such release and any required rescheduling to accommodate their release.
3. When negotiations are scheduled on a day when one (1) or more of the individuals is not scheduled to work, those individuals will not be eligible for pay. This Appendix is only intended to replace straight time base income the designated bargain unit employees lose as a direct result of their being required to miss work to attend negotiations.
4. It is expected that the bargaining team members so designated will be the same individuals for each negotiation session. The Union will advise the Employer of any changes.
5. The Union will provide the Employer written notice as soon as possible of the designated negotiations committee members.
6. Time spent in negotiations, whether paid or unpaid, will not count as time worked for purposes of overtime.
7. If negotiations conclude on a given day before the end of an employee's shift, the employee should be available to return to work duties, at the election of the Employer, to provide whatever assistance the Employer and the employee's colleagues might require for the balance of the shift. Time spent actually working after the end of negotiations on a given day would count as time worked for purposes of overtime.
8. The Employer retains the right to discontinue paid release time at its discretion, upon notice to the Union. If the Employer elects to discontinue granting paid release time for bargaining, the parties will modify the scheduling of bargaining to accommodate such change.