



**NATIONAL UNION OF
HEALTHCARE WORKERS**

1250 45th Street, Suite 200
Emeryville, CA 94608

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

Collective Bargaining Agreement
with

Rogers Memorial Hospital, Inc.

September 19, 2024 – September 19, 2027

TABLE OF CONTENTS

BASIC UNION PROVISIONS

PREAMBLE.....	1
ARTICLE 1 — RECOGNITION	1
ARTICLE 2 — SEVERABILITY AND SAVINGS CLAUSE.....	2
ARTICLE 3 — UNION SECURITY AND DUES DEDUCTIONS.....	2
ARTICLE 4 — COMMITTEE ON POLITICAL EDUCATION (COPE).....	3
ARTICLE 5 — EMPLOYEE LISTS	4
ARTICLE 6 — SITE VISITS BY UNION REPRESENTATIVES	5
ARTICLE 7 — BULLETIN BOARDS	5
ARTICLE 8 — SHOP STEWARDS	6
ARTICLE 9 — QUARTERLY MEETINGS BETWEEN THE PARTIES	7
ARTICLE 10 — SENIORITY AND INTRODUCTORY PERIOD	7
ARTICLE 11 — DISCIPLINE, RIGHT OF REPRESENTATION, AND PERSONNEL FILES	9
ARTICLE 12 — GRIEVANCE PROCEDURE AND ARBITRATION	10
ARTICLE 13 — WORKING FOR THE UNION	13
ARTICLE 14 — EMPLOYEE CATEGORIES.....	14
ARTICLE 15 — NONEXEMPT EMPLOYEES.....	14
ARTICLE 16 — NONEXEMPT EMPLOYEE REST BREAKS AND MEAL PERIODS.....	15
ARTICLE 17 — EXEMPT EMPLOYEES	16
ARTICLE 18 — POSITION POSTING AND FILLING OF VACANCIES.....	19
ARTICLE 19 — NO DISCRIMINATION	19
ARTICLE 20 — NEW EMPLOYEE ORIENTATION	20
ARTICLE 21 — EMPLOYEE EVALUATIONS	21
ARTICLE 22 — BARGAINING UNIT WORK AND NO SUBCONTRACTING	21
ARTICLE 23 — LAYOFF AND RECALL	23
ARTICLE 24 — ELECTRONIC DEVICES	27
ARTICLE 25 — TECHNOLOGY.....	27
ARTICLE 26 — TRAINING AND PRECEPTING IN SAN DIEGO	28
ARTICLE 27 — TRAINING AND PRECEPTING IN LOS ANGELES.....	29

ARTICLE 28 — CASELOADS AND ADMISSIONS IN WALNUT CREEK.....	29
ARTICLE 29 — CASELOADS, ADMISSIONS, AND ABSENCES IN SAN DIEGO	31
ARTICLE 30 — CASELOADS, ADMISSIONS, ABSENCES, AND STAFFING IN LOS ANGELES.....	35
ARTICLE 31 — SAFETY	40
ARTICLE 32 — CHILD AND ADOLESCENT SUPERVISED LUNCHES	41
ARTICLE 33 — WAGE AND SALARY INCREASES.....	42
ARTICLE 34 — DIFFERENTIALS.....	44
ARTICLE 35 — WORK IN HIGHER PAID CLASSIFICATIONS	45
ARTICLE 36 — LACTATION	45
ARTICLE 37 — JURY DUTY, WITNESS PAY, AND VOTING TIME.....	45
ARTICLE 38 — BEREAVEMENT LEAVE	46
ARTICLE 39 — ADDITIONAL EMPLOYEE BENEFITS	48
ARTICLE 40 — RETIREMENT BENEFITS	51
ARTICLE 41 — MEDICAL DENTAL VISION	52
ARTICLE 42 — PTO AND HOLIDAYS	55
ARTICLE 43 — PAID SICK LEAVE	56
ARTICLE 44 — LEAVES OF ABSENCE	57
ARTICLE 45 — MANAGEMENT RIGHTS.....	63
ARTICLE 46 — NO STRIKE – NO LOCKOUT	65
ARTICLE 47 — SUCCESSORSHIP	65
ARTICLE 48 — TERM OF AGREEMENT	67
APPENDIX A — WAGE SCALES	69
APPENDIX B — MEDICAL, DENTAL, AND VISION COPAYS, DEDUCTIBLES, AND MAXIMUMS	71
APPENDIX C — MEMORANDUM OF UNDERSTANDING RE CHANGE TO STAFF HOURS FOR PM IOP IN WALNUT CREEK.....	76

PREAMBLE

This Agreement is made and entered into on September 19, 2024 between ROGERS MEMORIAL HOSPITAL, INC. (hereinafter for convenience called the “Employer”) and the NATIONAL UNION OF HEALTHCARE WORKERS (NUHW) (hereinafter for convenience called the “Union”) (collectively, the “parties”).

This agreement seeks to establish a harmonious and constructive relationship between the parties.

The Employer and the Union agree that all employees and managers shall treat each other, regardless of position or profession, with dignity, respect, courtesy and trust, and that no employee—managers, supervisors or bargaining unit employees—shall be disrespected in the course and scope of their work.

ARTICLE 1 — RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for employees in the bargaining unit certified in Case 32-RC-314737 (i.e. employees in the certified unit at the Employer’s Walnut Creek facilities). The Employer also recognizes the Union as the exclusive collective bargaining representative for employees at the Employer’s San Diego facilities, and recognizes said employees as belonging to the same bargaining unit. The Employer also recognizes the Union as the exclusive collective bargaining representative for employees at the Employer’s Los Angeles facilities, and recognizes said employees as belonging to the same bargaining unit. Classifications covered by this Agreement are listed in Appendix A (the “Listed Classifications”) and are incorporated herein.

1.1 NEWLY ESTABLISHED CLASSIFICATIONS

This Agreement shall apply to any new classification that may be established by the Employer within the scope of the duties included within the Listed Classifications. The Employer will provide advance notice to the Union of the new classification.

The new classification will be added to the Listed Classifications.

The wage rates of any new classification will be subject to good faith negotiation between the Employer and the Union.

If the parties are not able to reach agreement prior to implementation of the new classification, the Employer may implement, and the parties shall continue negotiations. At the conclusion of negotiations, any agreement resulting in a higher rate of pay for an employee than what was implemented by the Employer shall be paid retroactively to the start date of each individual employee in the new position.

1.2 EXCLUSIONS

Excluded from the bargaining unit are supervisory employees as defined in Section 2(11) of the National Labor Relations Act (NLRA), and any other person who would be excluded from the bargaining unit under the NLRA. If a bargaining unit employee takes a position with the Employer not included in the Listed Classifications set forth in Appendix A, it is understood that said employee will no longer be in the bargaining unit.

ARTICLE 2 — SEVERABILITY AND SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be in conflict with state or federal law, the remaining provisions of this Agreement shall remain in full force and effect.

If a provision in this Agreement is invalidated by state or federal law or under state or federal law by a final decision of a court, the Employer and the Union shall meet to negotiate in good faith lawful substitute provisions.

Nothing in this Agreement shall limit the Employer's ability to comply with applicable law or regulation.

ARTICLE 3 — UNION SECURITY AND DUES DEDUCTIONS

3.1 UNION SECURITY REQUIREMENTS

During the term of this Agreement, employees of the Employer who are covered by this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to federal law and the exclusions set forth herein.

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

The Union shall notify the Employer and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee thirty (30) days, after the employee has been mailed such notice at her or his last known address, in which to comply. If said employee does not comply with the provisions of this Article within said thirty (30) days, the employee shall be promptly terminated upon written notice of such fact from the Union and the Employer.

The Union shall indemnify and will hold the Employer harmless from any claims-or liabilities that may be made against the Employer arising out of this Section requiring union membership, including the expense of defending against such claims, such as the Employer's reasonable attorneys' fees. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

3.2 NOTICE TO NEW EMPLOYEES

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

3.3 PAYROLL DEDUCTION OF DUES AND FEES

The Employer will honor written assignments of wages to the Union for the payment of Union fees and dues. The Employer shall pay the Union by check until the parties mutually agree on a different form of payment.

The Employer will remit the fees and dues deducted pursuant to such assignments promptly, but not later than ten (10) days following the date of the payroll from which they are deducted. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name; Social Security number; employee ID number; amount remitted in each category (i.e., dues, fees, COPE); employee status (e.g., full-time, part-time, per diem), wage rate; and number of hours worked in the pay period. If no payment is transmitted for an employee, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).

The Union shall indemnify and will hold the Employer harmless against any claims or liabilities that may be made against the Employer arising out of this Section concerning payroll deductions for union dues and fees, including the expense of defending against such claims, such as the Employer's reasonable attorneys' fees. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

ARTICLE 4 — COMMITTEE ON POLITICAL EDUCATION (COPE)

The Employer hereby agrees to honor voluntary contribution deduction authorizations from its employees who are Union members.

- 4.1 The Employer will remit the COPE monies deducted pursuant to such assignments within three (3) days of the date of the payroll from which they are deducted. This remittance will be in a check (until the parties mutually agree on a different form of payment) separate from dues. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name; social security number; employee id number; and amount remitted. If no payment is transmitted for an employee for whom payment was previously transmitted, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).
- 4.2 The Union will hold the Employer harmless against any claim which may be made by any person by reason of the COPE deductions described herein, including the cost of defending such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

ARTICLE 5 — EMPLOYEE LISTS

- 5.1 The Employer will provide to the Union electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) the following information no later than the fifth (5th) of each month:
- a. List of all members of the bargaining unit including full name, last 4 digits of the employee's social security number, employee id number, home address, home phone number, cell phone number, email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and
 - b. List of new hires including full name, last 4 digits of the employee's social security number, employee id number, home address, home phone number, cell phone number, email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and
 - c. List of terminations including full name, last 4 digits of the employee's social security number, employee id number, date of termination and reason for termination (e.g., resignation, discharge, layoff, retirement); and
 - d. List of transfers including full name, last 4 digits of the employee's social security number, employee id number, former department and new department, department code, former classification and new classification, classification code, shift, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of transfer. If the transfer is to a non-bargaining unit position, the information will consist only of the employee's new position and department.

If for any reason the Union does not receive a list by the fifth (5th) of a particular month, it shall notify the Employer, and the Employer shall provide the list that was due within five (5) business days from the date of the Union's notification.

ARTICLE 6 — SITE VISITS BY UNION REPRESENTATIVES

Duly authorized Union field representatives shall, with advance written notification to the Chief Human Resources Officer (CHRO) or designee, be allowed access to visit the facility at any time employees are present to ensure compliance with this Agreement and to conduct Union business. This right shall be exercised reasonably so as not to interfere with the Employer's operations or the work of any employee.

Each Union field representative shall, one time, sign an agreement to protect patient confidentiality which the Employer shall keep on file. Should the Union field representative request from the Employer access to a meeting room, the Employer shall provide a room if one is available at the requested time.

In connection with all visits, Union staff shall also abide by patient confidentiality and other Employer privacy, confidentiality, patient care, and safety policies applicable to employees.

ARTICLE 7 — BULLETIN BOARDS

7.1 FOR THE WALNUT CREEK FACILITIES:

The Union shall be given use of a bulletin board in a non-patient-care area for the exclusive use of the Union at the location of the Employer which is covered by this Agreement. No Union information can be posted on any other Bulletin Board. The location of the Employer covered by this Agreement is the Walnut Creek clinic located at 420 N. Wiget Lane, Building 2, Walnut Creek, California 94598.

7.2 FOR THE SAN DIEGO FACILITIES:

The Union shall be given use of a bulletin board in a non-patient-care area for the exclusive use of the Union at the location of the Employer which is covered by this Agreement. No Union information can be posted on any other Bulletin Board. The location of the Employer covered by this Agreement is the San Diego clinic located at 17140 Bernardo Center Dr., Suite 300, San Diego, California 92128.

7.3 FOR THE LOS ANGELES FACILITIES:

The Union shall be given use of a bulletin board in a non-patient-care area for the exclusive use of the Union at the location of the Employer which is covered by this Agreement. No Union information can be posted on any other Bulletin Board. The location of the Employer covered by this Agreement is the Los Angeles clinic located at 5140 W. Goldleaf Circle, Unit 250, Los Angeles, California 90056.

ARTICLE 8 — SHOP STEWARDS

The Union shall provide the Employer a written list of Shop Stewards after their designation and shall notify the Employer in writing of changes as they occur. Absent written notification from the Union, the Employer is not required to recognize as a steward any bargaining unit employee who is not on the Union's list of Shop Stewards.

8.1 The function of the Shop Stewards shall be to handle grievances, to conduct new employee union orientation, and to ensure that the terms and conditions of the Agreement are observed.

8.2 The functions of the Shop Steward include the authority:

- a. to settle or assist in settling problems arising in connection with the application or interpretation of the Agreement,
- b. to assist in the resolution of grievances pursuant to the grievance procedure, and
- c. to serve as a Union representative for Weingarten meetings.

8.3 One (1) Shop Steward will be released without loss of pay to attend grievance and Weingarten meetings scheduled during working hours (which shall generally not be scheduled during direct patient care hours of either the Shop Steward or employee). The release of additional Shop Steward(s) but no more than two other Shop Stewards will not be unreasonably denied. Investigation of grievances by such Steward(s) shall normally be conducted during non-working hours. Otherwise, Shop Stewards shall perform their functions or Union-related activities on their own time. However, if a meeting is mutually agreed to with the Shop Steward during the Steward's work shift, that time will be paid for by the Employer. Upon notification to the Manager, if the Shop Steward wishes to schedule a meeting with an employee during the Steward's work shift, release time shall not be unreasonably denied.

- a. Shop Stewards shall coordinate this time off, and complete required documentation for this release time with the HR Business Partner.
- b. The parties acknowledge that, at all times, patient care and safety are of paramount concern, and the parties agree to keep that concern central when scheduling meetings involving Shop Stewards.

8.4 Shop stewards shall not direct any employee how to perform or not perform their work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any other employee.

8.5 TIME OFF FOR SHOP STEWARDS FOR UNION EDUCATION PROGRAMS.

Upon ten (10) business days advance written request and subject to staffing and scheduling needs, the Employer will provide up to three (3) days without pay per calendar year to a Shop Steward for the purpose of participating in Union education

programs. Shop Stewards will have the option of using PTO for such days or portions thereof. Shop Stewards shall coordinate this time off with the Employer's Leave Department and complete required documentation for this education leave. If two (2) or more Shop Stewards request education time off for the same time, the Employer may deny time off to one or more of them if normal operations would be significantly impacted.

ARTICLE 9 — QUARTERLY MEETINGS BETWEEN THE PARTIES

The parties agree that they share a mutual concern and interest in providing the highest quality patient care in an environment which is healthy and safe for employee and patient. To that end, the parties will meet quarterly to maintain open and respectful communication, and to identify and attempt to address issues of concern to either or both parties. The meeting shall not be used as a forum for collective bargaining.

The parties agree that once per quarter, Employer shall designate one or more member(s) of its management team to meet with the designated Shop Stewards for a two-hour meeting during regular business hours. During this time, the Employer shall arrange for coverage of any clinical duties normally performed by the Shop Stewards. Shop Stewards shall be paid their normal wage during their participation in this meeting, but the meeting time shall not count toward overtime as hours worked. Approximately five (5) days prior to each meeting, the parties shall provide one another with a list of topics for discussion.

No more than four (4) individuals may attend each Quarterly Meeting on behalf of each party. In general, the Union's attendees shall be designated Shop Stewards and the Employer's attendees shall be members of the local management team, though either party may bring another representative. In no case, though, shall the total number of attendees exceed four (4) for each party, except by mutual agreement.

ARTICLE 10 — SENIORITY AND INTRODUCTORY PERIOD

10.1 ACCUMULATION

a. Seniority for regular full-time and part-time employees

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

b. Seniority for PRN employees

Seniority for PRN employees shall be based on the employee's total number of hours worked at the Employer (based on Employer records correctly maintained in the normal course of business) since the most recent date of hire into a bargaining unit

position. For employees hired before the date of ratification, this calculation shall include all hours worked in said position (even before the position became a bargaining unit position) (based on Employer records correctly maintained in the ordinary course of business).

An employee who has accrued seniority through employment as a regular full-time or part-time employee and then transfers to PRN status will retain their seniority date for three (3) years, provided they remain employed by the Employer in a PRN status. Should they return to regular full-time or part-time status within three (3) years of becoming a PRN employee, their seniority date will be adjusted by disregarding the time spent in PRN status without regard to the number of hours worked while in PRN status.

10.2 TIE BREAKER

If two or more employees share the same hire date, their seniority dates shall be distinguished by alphabetical order of last names. That is, the employee with the last name beginning closest to the start of the alphabet shall have the highest seniority.

10.3 SENIORITY LIST

The Employer shall maintain seniority lists which will be provided to the Union upon its written request no more than every six (6) months.

10.4 LOSS OF SENIORITY

Seniority shall be terminated by:

- a. Discharge with cause;
- b. Termination of employment without rehire in excess of ninety (90) days;
- c. Failure to return to from a leave of absence in accordance with the terms of the leave; and
- d. Layoff without recall/rehire in excess of twenty-four (24) months.

10.5 INTRODUCTORY PERIOD

- a. An employee shall be considered an introductory employee for the first ninety (90) days following the employee's most recent date of hire. There shall be no introductory period for an employee transferring from one bargaining unit position to another.
- b. The Employer shall provide training commensurate with the position and the employee's prior work experience to introductory employees during their introductory period. The introductory period may be extended one time by up to thirty (30) additional days by mutual agreement between the parties.

c. Application of Seniority During Introductory Period

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

ARTICLE 11 — DISCIPLINE, RIGHT OF REPRESENTATION, AND PERSONNEL FILES

11.1 PROGRESSIVE DISCIPLINE

Except in cases of serious misconduct, progressive discipline will generally be applied by the Employer following the steps listed below. Supervisors will generally coach or counsel employees before commencing progressive discipline. However, the Employer may impose discipline (up to and including termination) at the level commensurate to the seriousness of the offense and all pertinent facts and circumstances.

- a. First written warning
- b. Second written warning
- c. Final written warning (with or without suspension)
- d. Involuntary termination

11.2 JUST CAUSE

No employee shall be disciplined or terminated without just cause.

Any employee who is discharged shall be informed in writing at the time of the termination of the reason(s) for the discharge.

11.3 INTRODUCTORY EMPLOYEES

Introductory employees may be terminated at the Employer's sole discretion and without recourse to the Grievance and Arbitration procedure, except that the termination of an introductory employee for alleged discrimination, as defined under the "No Discrimination" Article of this Agreement shall be subject to the Grievance and Arbitration procedure.

11.4 REQUEST FOR UNION REPRESENTATION

Employees have a right to Union representation during any meeting or investigatory interview where they reasonably believe the investigation could result in disciplinary action. If the employee requests such representation, the Union representative or Shop Steward shall be available without unduly delaying the proceeding. The parties acknowledge that the employee's right to have union representation does not extend to any meeting in which the Employer is not investigating the employee's performance or work conduct and in which the employee does not have a reasonable belief that the meeting could result in disciplinary action.

11.5 RELEVANT DOCUMENTS

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

The Employer retains the right to redact the documents to protect the confidentiality of other employees or third parties, as well as any protected health information.

11.6 RIGHT TO RESPOND IN WRITING

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

11.7 NOTICE OF TERMINATION

Except in the case of termination of an employee in their introductory period, written notice of discharge will be faxed or emailed to the Union and sent to the employee within seventy-two (72) hours after such action. The notice will state the reason for the discharge.

11.8 PURGING OF DOCUMENTATION

Written disciplinary notices and other documentation of employee discipline (such as verbal disciplinary notices that have been documented in writing) not involving serious misconduct shall be invalid after a period of one (1) year from the date of issuance except when there are other materials of the same or related nature. It is understood that while the Employer may retain expired documents to satisfy legal and regulatory requirements or may retain expired documentation of inconclusive investigations into potentially serious misconduct, such documents will not be used to justify further disciplinary action.

11.9 INVESTIGATORY SUSPENSIONS

In situations where the Employer determines that removal of an employee is warranted due to the nature of a reported incident or allegation, such employee will be placed on a paid investigatory suspension. At the conclusion of the investigatory suspension, the Employer will determine what disciplinary action with which it would like to proceed, if any.

ARTICLE 12 — GRIEVANCE PROCEDURE AND ARBITRATION

12.1 DEFINITIONS

In this Article the following definitions apply:

a. Grievance

Grievance means a dispute raised by an employee, the Union, or the Employer concerning the interpretation or application of any provision in this Agreement. Unless expressly excluded in this Agreement, a violation of this Agreement is subject to this Grievance and Arbitration Procedure set forth below.

b. Definition of Days

Days means calendar days. If the last day for responding or acting is a Saturday, Sunday, or a contract holiday, the parties will not unreasonably withhold consent to a request for an extension of time.

12.2 TIMELINESS

In the event that the Union or Employer fails to timely file or to timely advance a grievance, the grievance shall be deemed withdrawn. If the Employer does not timely respond to a Union or an employee grievance, the grievance shall automatically move to the next step. Any extension of time must be mutually agreed in writing.

12.3 UNION PARTICIPATION

A Union representative and/or steward, designated by the Union, has the right to be present at any grievance meeting called for the purpose of discussing a grievance brought pursuant to this Article.

12.4 GRIEVANCE AND ARBITRATION PROCEDURE

a. Step 1

- i. An employee or employees with a grievance is (or are) to identify it as such and discuss the matter within twenty-one (21) calendar days of its occurrence or discovery of the event giving rise to the grievance with the appropriate manager or unit supervisor in an effort to resolve the grievance.
- ii. Should the Employer identify a grievance, it shall bring this to the attention of the Union within twenty-one (21) days of its occurrence or discovery and meet and confer in an effort to resolve the grievance.
- iii. If the grievance is not resolved or the initiating party has not received a response within twenty-one (21) calendar days of the date of the initial discussion, the grievance shall automatically be eligible for Step 2, unless the parties mutually agree to an extension of time for period.

b. Step 2

- i. A written summary of the grievance ("Grievance") must be submitted to the Employer's (or the Union's, as the case may be) designated representative within seven (7) calendar days of the decision of Step 1 or of the end of the twenty-one (21) days for response in Step 1, or within **ten (10) days** in the event of a

termination. The submission of the written summary shall be by email or any other means mutually designated by the parties. The summary shall include the specific provisions of this Agreement alleged to have been violated and the requested remedy.

- ii. A meeting with the parties involved in the Grievance and their designated representatives will be arranged at a mutually agreeable location and time to review and discuss the Grievance. Such meeting will occur within fourteen (14) calendar days from the date the written grievance is received by the Employer's (or the Union's, as the case may be) designated representative. The Employer (or Union, as the case may be) shall provide a written response by the end of the fourteenth (14th) calendar day following the day of the meeting.
- iii. If the meeting does not occur within fourteen (14) calendar days from the date the Grievance is received by the Employer's (or the Union's, as the case may be) designated representative, nevertheless, the Employer (or Union, as the case may be) shall provide a written response by the end of that 14-day period, by email or any other means agreed to by the parties, unless a meeting date has been mutually agreed to between the parties beyond that 14-day period, in which case the Employer's response (or Union's response, as the case may be) is due fourteen (14) calendar days after the day of the scheduled meeting, whether or not the meeting actually occurs.

c. Step 3 – Mediation

Prior to arbitrating, the parties agree to meet and confer about submitting any grievance to mediation. (This meet and confer may occur after the written request for arbitration described below.) The parties thereafter by mutual agreement may submit any grievance to mediation under the auspices of the Federal Mediation and Conciliation Service. If mediation is unsuccessful, either party may so declare by emailing the other party.

d. Step 4 – Arbitration

i. If the Grievance is not resolved at Step 2:

- (1) Either the Employer or the Union may request in writing that the matter be submitted to an impartial arbitrator for determination.
 - (2) The request for arbitration must be made not later than ten (10) calendar days after (a) the day the Step 2 response is received from the Employer, or (b) in the event that no response is received, the end of the 14-day period during which it should have been received.
- ii. The parties agree that the arbitration shall be conducted by an arbitrator selected from a list provided by the Federal Mediation and Conciliation Service (FMCS), and that the arbitration shall be conducted at a mutually agreed upon date, time, and location.

- iii. The impartial arbitrator shall be chosen by the parties by alternately striking names until one name remains. The party who strikes the first name shall be determined by coin toss.
- iv. The arbitrator shall render their written decision within thirty (30) days after the matter has been fully submitted, unless the parties, by mutual agreement, extend such time limit. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The arbitrator's authority is derived from this Agreement and their jurisdiction is limited to the interpretation and application thereof.
- v. The decision of the arbitrator shall be based upon the evidence presented to them by the respective parties in the presence of each other and written arguments served on the other party. The arbitrator shall determine only whether or not there has been a violation of the Agreement in the respect alleged in the Grievance and the remedy. The decision of the arbitrator shall be final and binding upon the parties. The Employer and NUHW shall each pay one-half (1/2) of the cost of arbitration, including the fees of the arbitrator and other expenses of the arbitration proceedings. However, each party shall bear its own expenses of representation.

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

ARTICLE 13 — WORKING FOR THE UNION

An unpaid leave of absence will be granted to an employee for up to three (3) months for the specific purpose of working for the Union, provided the employee has been employed by the Employer for a minimum of one (1) year and there no posted positions for the employee's classification. An individual shall be recalled if there is a later vacancy in the position that role covers and shall report as soon as practicable but in no case later than within three (3) weeks of being notified of the recall, unless mutually agreed otherwise by the parties. In the event of such a leave, advance notice of three (3) months will be provided by the Union to the Employer.

The Union shall reimburse the Employer for the cost of medical benefits for the employee while on such leave.

Only one (1) employee may be on a leave of absence to work for the Union at any time. They may not inform individuals that they are actively working for the Employer.

ARTICLE 14 — EMPLOYEE CATEGORIES

14.1 All of the below categories are bargaining unit employees.

a. Regular Full-time employee

An employee who is regularly scheduled to work a minimum of thirty-six (36) hours per week (0.9 FTE to 1.0 FTE).

b. Regular Part-time employee

An employee who is regularly scheduled to work fewer than thirty-six (36) hours per week (0.0 FTE to 0.89 FTE).

c. PRN employee (formerly known as “Pool” employee)

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

d. Temporary Employee

An employee who is hired for a limited period of time. Temporary status is limited to a three (3)-month employment cycle. After three (3) months, an employee’s temporary status is to be reviewed by the Employer and may be extended for up to three (3) months.

ARTICLE 15 — NONEXEMPT EMPLOYEES

15.1 TIMEKEEPING

Nonexempt employees shall comply with the time-recording practices of the Employer that are instituted to comply with California law.

15.2 WORK WEEK/WORK DAY

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

15.3 OVERTIME

Employees shall receive daily overtime for all work beyond eight (8) hours in a day at time and one-half (1½) of the regular rate up to twelve (12) hours, and double time thereafter.

Employees shall receive overtime at time and one-half (1½) of the regular rate for all work after forty (40) hours in a workweek.

All paid hours shall be counted in the computation of overtime, except for Jury Duty Pay, Bereavement Leave, Educational Leave, Holiday Pay (if holiday is not worked), and PTO.

15.4 REPORTING PAY

Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's scheduled day's work, the employee shall be paid for half the scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two hours at the employee's regular rate of hourly pay.

This Section shall not apply to an employee on paid standby status who is called to perform assigned work at a time other than the employee's scheduled reporting time.

ARTICLE 16 — NONEXEMPT EMPLOYEE REST BREAKS AND MEAL PERIODS

16.1 REST BREAKS

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

16.2 NUMBER OF REST BREAKS

Employees are entitled to one (1) 10-minute rest break for every four (4) hours of work (or major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

16.3 TIMING OF REST BREAKS

Ideally, employees should take a rest break around the middle of each four-hour work period, but breaks shall be taken so as not to disrupt patient care or where practical considerations make it infeasible such as when scheduling needs of other employees or clinic operations need to be taken into account in staggering the rest periods.

16.4 MEAL PERIOD

All employees who work a period of more than five (5) consecutive hours in a workday will be provided an uninterrupted unpaid meal period of thirty (30) minutes. During this meal period, employees will be relieved of all duty.

If an employee's total work period for the day is more than five (5) hours per day but no more than six (6) hours, said employee may waive the meal period. To waive a meal period, an employee must submit a waiver in writing to Human Resources. Employees may not waive meal periods to accumulate meal periods.

16.5 TIMING OF MEAL PERIOD

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

16.6 SECOND MEAL PERIOD

If an employee works more than ten (10) hours in a day, said employee will be provided a second, unpaid meal period of thirty (30) minutes. This second meal period may be waived if the total hours worked do not exceed twelve (12) hours, the first meal period has not been waived, and a written waiver has been submitted by the employee to Human Resources.

In addition, if an employee is prevented from taking a meal break, they must promptly notify their supervisor or Human Resources.

ARTICLE 17 — EXEMPT EMPLOYEES

This Article and all sections therein shall be read consistent with and conformed to applicable state and/or federal law.

17.1 EXEMPT EMPLOYEES

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

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

17.2 PROFESSIONAL HOURS AND GUARANTEED SALARY FOR EXEMPT EMPLOYEES

Both parties recognize the professional nature of the work performed by the exempt employees covered by this Agreement. While each full-time employee, for example, will be scheduled to work forty (40) hours in a week, the employee's assigned daily and weekly work schedule may vary due to time requirements of specific assignments and

seasonal variations in workload. Each exempt employee is entitled to a meal period during their workday.

While exempt employees may benefit from the flexibility of professional hours, they also bear a responsibility both to their workloads or caseloads and to their departments/clinics, and they are expected to work the number of hours regularly scheduled.

Where conditions require that exempt employees work beyond their scheduled hours to complete professional tasks related to their workloads or caseloads, they will not receive additional compensation. Similarly, it is understood that partial day absences will not result in reduced compensation or deductions from PTO banks, unless the employee requests a deduction from their PTO bank.

An employee will receive an amount equal to their full salary for any workweek in which they perform any work, regardless of the number of days or hours worked, subject to the deductions from salary and/or PTO banks that are permitted by state and federal law for salaried employees.

An employee will receive an amount equal to their daily salary if they work any portion of a scheduled work day, regardless of the number of hours worked, subject to the deductions from salary and/or PTO banks that are permitted by state and federal law for salaried employees.

17.3 DEDUCTIONS AND ABSENCES FOR EXEMPT EMPLOYEES

a. Deductions for Full-Day Absences Generally

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

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

b. Deductions for Partial Day Absences Generally

In the event an employee works some portion, but not all, of their scheduled hours in a work day, the employee will receive an amount equal to their guaranteed salary for that day. If, however, an employee has been approved for intermittent family/medical leave (FMLA), the Employer may make deductions for partial day absences if no paid leave time is available.

c. Work Not Available

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

d. Absences for Exempt Employees with Banked PTO hours

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

e. Absences for Exempt Employees with No Banked PTO Hours

- i. Full Week Absences. If an employee does not perform any work during a workweek and the employee does not have any paid leave available, he/she/they will not be entitled to any salary for the workweek.
- ii. Full Day Absences. In the event that an employee is absent for a full scheduled day of work and the employee does not have any paid leave available, the Employer will deduct an amount equal to percentage of time off in full-day increments taken by the employee to the extent permissible by law. For example, if a full-time employee who is scheduled to work five days in the workweek does not perform any work on a scheduled day for personal reasons, the Employer may deduct 1/5th of the employee's weekly salary.
- iii. Partial Day Absences. An employee who does not have any paid leave available will receive an amount equal to the daily salary if the employee works any portion of a scheduled work day, regardless of the number of hours worked. The only exception to this rule is that Employer may deduct from the guaranteed daily salary of an employee with no PTO bank who takes approved FMLA. Such a

deduction shall be a pro-rata share of the employee's regularly scheduled weekly hours (typically 40 hours for full-time employees).

ARTICLE 18 — POSITION POSTING AND FILLING OF VACANCIES

- 18.1 Before being posted externally, an open position covered by this Agreement for which the Employer is recruiting shall be posted for six (6) calendar days on the Union's bulletin board(s) and on the Employer's internal job posting system so that employees in the bargaining unit who think they may be qualified for the position shall have an opportunity to apply.

Postings for positions shall include specific qualifications and specific work days and hours.

18.2 **PREFERENCE IN FILLING VACANCIES**

At the end of the six (6) calendar days, if there are applicants from within the bargaining unit (or formerly so) who meet the qualifications of the job as stated in the posting, an applicant shall be awarded the vacant position, by seniority, according to the following order:

- a. Regular full-time and regular part-time employees
- b. PRN employees
- c. Former bargaining unit employees who have been displaced for less than one (1) year (excluding those who were terminated for performance-based reasons).

One exception: If there are two (2) or more applicants from the bargaining unit who meet the qualifications stated in the job posting, but one meets additional preferences listed in the job posting while others do not, that applicant shall be awarded the vacant position even if they are not the most senior applicant.

At the end of the six (6) calendar days, if there are no applicants from within the bargaining unit (or formerly so) who meet the qualifications of the job as stated in the posting, the Employer may post the position externally. Once posted externally, the Employer may hire any applicant it prefers, whether from inside or outside of the bargaining unit.

ARTICLE 19 — NO DISCRIMINATION

- 19.1 The Employer and the Union agree that neither the Union nor the Employer shall discriminate, harass, or retaliate against a bargaining unit employee in respect to employment and continuing employment, by reason of Union activity, race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including

cancer and genetic characteristics), weight, reproductive health decision making, genetic information, marital status, sex (including pregnancy, childbirth, or breastfeeding, and related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, equal pay and any other status protected by state, federal or local law (collectively “protected category”). Each category protected by law shall be interpreted and applied in accordance with the current state, federal, or local law applicable to the Employer.

In addition, the Employer prohibits retaliation (and neither the Employer nor the Union shall retaliate) against a person who engages in activities protected under this policy. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a suspected violation or violation of this policy are protected activities under this policy.

The Employer also prohibits discrimination or harassment (and neither the Employer nor the Union shall discriminate or harass) based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

19.2 EQUAL PAY:

There shall be no wage discrimination based on gender (male, female, transgender, or non-binary), race, or ethnicity for the performance of substantially similar work, when viewed as a composite of skill, effort, and responsibility, and under similar working conditions.

ARTICLE 20 — NEW EMPLOYEE ORIENTATION

The Employer recognizes the Union’s need to provide new member orientation for all new bargaining unit employees.

New member orientation by the Union, not to exceed thirty (30) minutes, shall occur within two (2) weeks of the start of the Employer’s orientation for the new employee(s). The Employer shall provide the Union with at least seven (7) calendar days’ advance notice, or in unavoidable or unforeseen circumstances as much notice as is reasonably practical under the circumstances, of the start of the Employer’s orientation. Written requests made within two (2) business days following such notice being provided to the Union for release of a Shop Steward without loss of pay for this purpose will not be unreasonably denied.

The Employer and Union will coordinate the date, time, and place for the Union’s new member orientation, but it shall occur during or attached to the new employee’s paid, working time. If in person, the Employer will use best efforts to make available a conference room for the orientation.

The Union and the Employer agree that the Union's new member orientation shall be conducted so as not to interfere with, disrupt or impede the treatment plan of any patient or meeting between the new employee and clinical or medical staff responsible for patient care.

ARTICLE 21 — EMPLOYEE EVALUATIONS

The Employer shall evaluate performance of all employees at least once a year.

Performance evaluations shall be based on objective and observable, as well as qualitative, behaviors or activities of the duties required of the position.

Performance evaluations are to be used as a teaching tool, providing an opportunity for feedback, recognition, and identification of mutual areas of interest, which may include constructive guidance for specifically-identified areas for performance improvement.

Performance evaluations are not used for purposes of discipline and will not serve as the basis for denying transfer rights within the bargaining unit.

Certainly, issues or concerns may arise in the course of a performance evaluation that the Employer may wish to address via the disciplinary process, but the performance evaluation and the meeting with the employee to review the evaluation shall not be used for purposes of discipline.

Performance evaluations shall be retained as part of an employee's personnel file for a period of three (3) years.

Performance evaluations will not be subject to the grievance and arbitration procedure. If the employee disagrees with the performance evaluation, the employee can express their disagreement with the evaluation in writing and attach it to the performance evaluation.

ARTICLE 22 — BARGAINING UNIT WORK AND NO SUBCONTRACTING

22.1 NO SUBCONTRACTING

The Employer and the Union agree that it is in the interest of both parties to promote the long-term health and growth of the Employer and the job security of its employees. The Employer and the Union also agree that it is in the best interest of both parties that the Employer maintain adequate staffing, both for the safety of the patient and employees.

During the term of the Agreement, the Employer shall not subcontract any bargaining unit work currently performed by employees in the classifications listed in Appendix A, with the following exception: If there is an unexpected and emergent need for Therapists, Behavioral Specialists (BSs), or Registered Nurses (RNs) to be hired and if the Employer

has posted a position to hire at least one (1) full-time Therapist, BS, or RN internally, the Employer may hire no more than two (2) Therapists, two (2) BSs, or two (2) RNs through a third party on a temporary basis not to exceed two (2) weeks. Should the emergent need continue at the end of the two (2) weeks, the Employer may extend the employment for an additional three (3) weeks, but in no case shall it be extended further than that. The Employer shall not stagger the employment of contracted Therapists, BSs, or RNs so as to circumvent the maximums established in this paragraph.

Further, the Employer agrees to make reasonable efforts to maintain sufficient staffing levels of both nonsupervisory full/part-time employees and nonsupervisory PRN employees in order to weather both expected and unexpected fluctuations in census and staffing, including occasional sick calls, PTO, and leaves of absence.

22.2 NON-BARGAINING UNIT PERSONNEL PERFORMING BARGAINING UNIT WORK

a. For the Walnut Creek facilities

The Employer agrees to employ (or be in the process of attempting to hire) at all times at least one (1) full-time “float” Behavioral Specialist and at least one (1) full-time “float” hybrid Behavioral Specialist / Therapist to serve as front-line coverage for unexpected absences among Behavioral Specialists and Therapists.

b. For the San Diego facilities

The Employer agrees to employ (or be in the process of attempting to hire) at all times at least two (2) full-time “float” Therapists to serve as front-line coverage for absences among Behavioral Specialists and Therapists.

c. For the Los Angeles facilities

The Employer agrees to employ (or be in the process of attempting to hire) at all times at least one (1) full-time “float” Therapist to serve as front-line coverage for absences among Behavioral Specialists and Therapists. If the average daily census (calculated over a period of ninety [90] calendar days beginning on the day that the patient census reaches or exceeds 32 for the first time) meets or exceeds 32, the Employer agrees to, from the day after the 90-calendar-day period ends onward, employ (or be in the process of attempting to hire) at all times at least (2) full-time “float” Therapists.

d. For all facilities

The parties agree that supervisors or non-bargaining unit personnel shall not perform bargaining unit work except when:

- i. an emergency exists and immediate action is required; or
- ii. When a Behavioral Specialist or Therapist has been recently separated from employment (by resignation or termination), *and* a position has been posted to fill

the vacancy thereby created that remains unfilled, *and* no PRN employee or “float” employee is available; or

- iii. When a Behavioral Specialist or Therapist is on PSL, PTO, or a leave of absence *and* no PRN employee or “float” employee is available to cover the absence.
- iv. In the course of instructing or training employees in the performance of their job duties

The parties recognize that non-bargaining unit personnel may only perform bargaining unit work in the above circumstances to the extent they have performed the work in the past and provided such work will not cause a displacement of bargaining unit personnel.

ARTICLE 23 — LAYOFF AND RECALL

23.1 EMPLOYMENT AND INCOME SECURITY

The parties acknowledge a common goal and intent of providing employment and income security to employees. Insofar as practicable, the Employer will make every effort to avoid reductions in force (layoff, reduction in hours, daily cancellations, and job eliminations on a temporary, indefinite, or permanent basis). As such, it is the objective of the parties to attempt to use alternatives (such as attrition, growth of business, hiring freezes, change in shift, leaves of absences, training, voluntary severance, job transfers, placement at other facilities, and other mechanisms) avoid the layoff of any bargaining unit employee, but recognize that this may not always be possible.

23.2 LAYOFF AND REDUCTION IN HOURS DEFINED

- a. Layoff is an involuntary elimination of the scheduled work hours of full-time or part-time employees.
- b. Reduction in hours is an involuntary reduction in the scheduled hours of regular full-time or part-time employees.
- c. Temporary layoff or reduction in hours is defined as a layoff or reduction in hours which is not expected to be more than fifteen (15) business days.
- d. Indefinite layoff or reduction in hours is defined as a layoff or reduction in hours which is of uncertain duration and is expected to be in excess of fifteen (15) business days.
- e. Permanent layoff or reduction in hours is defined as a layoff or reduction in hours from which there is no reasonable expectation of recall.

23.3 NOTIFICATION FOR PERMANENT OR INDEFINITE LAYOFFS OR REDUCTIONS IN HOURS

The Employer shall, except where unforeseeable business circumstances make it impracticable to do so, notify the Union and affected employees at least forty (40) calendar days prior to its desired date for implementing a decision to permanently or indefinitely lay off employees or at least twenty (20) calendar days prior to its desired date for implementing a decision to permanently or indefinitely reduce the hours of full-time or part-time benefited employees. Where possible, additional notice will be given. When there is an unforeseeable business circumstance as referenced above, affected employees shall receive pay in lieu of notice for whatever amount of notice they did not receive.

23.4 NOTIFICATION FOR TEMPORARY LAYOFFS OR REDUCTIONS IN HOURS

The Employer shall notify employees of a temporary layoff or reduction as soon as possible prior to the layoff or reduction but not less than twenty-four (24) hours in advance.

23.5 FREEZING OF VACANCIES

Immediately upon notice to the Union of any potential layoff or reduction in force under this Article, the Employer shall freeze vacant bargaining unit positions within the classifications that potentially laid off employees may be qualified to perform or could be qualified to perform with reasonable training. Such positions shall be filled in accordance with Article 18 (Position Posting and Filling of Vacancies).

23.6 COMMITMENT TO EXPEDITIOUS RESPONSE TO A LAYOFF OR REDUCTION IN HOURS

The Union and the Employer agree, commit, and acknowledge their mutual intention to meet and resolve staffing changes in an expeditious manner.

To that end, upon request from the Union, the Employer will negotiate with the Union over the impacts of the desired layoff or reduction in hours, and the parties commit to promptly begin impact negotiations upon the Union's request.

The Employer shall not implement any permanent or indefinite layoff or reduction in hours until the above advance notice period is completed. Thereafter, if negotiations are still ongoing, the Employer shall make every reasonable effort to nevertheless refrain from implementing until negotiations have concluded. However, if the Employer does proceed with implementing prior to the conclusion of negotiations and the permanent or indefinite layoff or reduction in hours is unrelated to a sudden, dramatic, and unexpected action or conditions outside the Employer's control, then negotiations will continue, but the "No Strike / No Lockout" Article of this Agreement shall be suspended and the Union shall explicitly have the right to strike until such time as the parties reach agreement.

23.7 IMPLEMENTATION OF LAYOFF OR REDUCTION IN HOURS

In implementing a layoff or reduction in hours, the following order of reductions in the affected classification will occur by reverse seniority:

- a. Volunteers;
- b. Agency staff;
- c. Temporary employees;
- d. PRN employees;
- e. Full-time and Part-time employees.

Within each job classification, layoffs or reductions in hours will occur by reverse seniority as defined in Article 10 (Seniority and Introductory Period).

Employees subject to layoff shall be given the option to fill any vacancy for which they are qualified. If there are multiple employees being considered for the vacancy, seniority prevails, with one exception: If there are two (2) or more applicants from the bargaining unit who meet the qualifications stated in the job posting, but one meets additional preferences listed in the job posting while others do not, that applicant shall be awarded the vacant position even if they are not the most senior applicant. Any employee placed in such a vacancy shall retain their recall rights to a bargaining unit position and bargaining unit seniority.

Further, any employee affected by a layoff or reduction in hours may elect to be reclassified as a per diem employee, and such reclassification shall not affect the employee's eligibility for recall or severance.

Additionally, employees who are subject to a temporary layoff or reduction in hours shall have the option of either using PTO or going unpaid, and shall have the right to choose in what proportion.

Upon mutual agreement, the Union and the Employer may agree to an alternative arrangement regarding a layoff or reduction in hours.

23.8 SEVERANCE PAY

Full-time and Part-time employees who are laid off will receive severance pay, according to the following schedule:

SERVICE	SEVERANCE
Less than 1 year	2 weeks' pay
At least 1 year but fewer than 2 years	4 weeks' pay
At least 2 years but fewer than 3 years	6 weeks' pay
At least 3 years but fewer than 4 years	7 weeks' pay
At least 4 years but fewer than 5 years	8 weeks' pay

SERVICE	SEVERANCE
At least 5 years but fewer than 7 years	9 weeks' pay
At least 7 years but fewer than 9 years	10 weeks' pay
At least 9 years but fewer than 10 years	11 weeks' pay
At least 10 years but fewer than 15 years	12 weeks' pay
At least 15 years	15 weeks' pay

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

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

Severance pay shall be paid out in either a lump sum two (2) weeks from the employee's last day of work or installments every two (2) weeks beginning two (2) weeks from the employee's last day of work (at the employee's choice). If the employee chooses the lump sum, the employee is thereby waiving recall rights (see below). If the employee chooses installments, the Employer shall pay severance installments unless and until an employee is recalled, which will cut off the remaining severance pay amount.

23.9 BENEFITS

Laid off employees who are covered by Employer-sponsored Health Insurance will be covered until the last day of the calendar month in which the forty (40) day notice period ends. The Employer also will pay affected employees a lump sum equivalent to four (4) months' premiums for COBRA coverage for health, dental and vision insurance.

23.10 RECALL

- a. For a period of twenty-four (24) months from the date of layoff, employees are entitled to recall. In order to be eligible for recall, the employee must keep the Employer informed as to his/her current address and current telephone number. Recall notice to employees on layoff shall be sent by certified mail, return receipt requested, to the employee's last known address, with a copy sent to the Union. The employee must return from lay-off within seven (7) calendar days after receipt of notice to return to work, unless there are mitigating circumstances or by mutual agreement with the employee or the Union or lose all recall privileges.
- b. Within the period of twenty-four (24) months and subject to qualifications, employees who are laid off may use their seniority to bid on vacant positions.
- c. An employee shall remain on the recall list unless they are offered and decline a position in the same employment category and classification at the Employer, on the same shift, and with the same number of hours as the position from which they were laid off or reduced.

ARTICLE 24 — ELECTRONIC DEVICES

Employees who are regularly required to utilize electronic communication devices will be provided with equipment needed to carry out their job responsibilities.

The Employer shall maintain two (2) smart phones with active cellular service accounts, one to be kept at the front desk and the other at the back of the office, for use by employees when emergencies occur.

ARTICLE 25 — TECHNOLOGY

- 25.1 The parties agree that the goal of deploying technology should be to improve patient care and maximize patient and/or employee health and safety. Members of the Union shall provide input into the application, implementation and design of new technology or modifications to current technology in their workplace.

The Employer shall provide the Union at least ninety (90) days advance notification before any introductions of new technology or changes to technology currently in use by bargaining unit members that would result in a substantial and meaningful change to working conditions, unless a regulatory agency, court, or the Joint Commission on Accreditation of Healthcare Organizations has imposed a mandatory condition with a deadline by which an employer must implement a change to current technology or introduce new technology or there is an unforeseeable business circumstance whereby the Employer's cybersecurity has been breached or threatened, in which case the Employer shall provide as much notice as possible. This requirement to provide ninety (90) days' notice does not apply for minor, inconsequential changes to existing technology, such as periodic software updates.

With respect to the introduction of new technology or modifications to technology currently in use, the Employer will provide the following information at the time of notification:

- a. A description of the type of new technology or technology change (including the name of the developer and producer of the technology, and model of any devices or software to be deployed);
- b. an explanation of the intended function of the new technology; and
- c. the desired timing of the planned implementation.

25.2 **IMPACT BARGAINING:**

The Union may request to bargain over the introduction of new technology and changes to current technology. The Employer shall have up to fourteen (14) calendar days to respond to any request for information and schedule bargaining sessions to negotiate over impacts. Impact bargaining shall commence no later than twenty-one (21) calendar days

after the Union's request to negotiate. In the interest of expediency, the Union shall not unreasonably withhold its agreement to bargain virtually should the Employer request it.

The Employer shall not implement any changes (as described above) to current technology or introduce new technology until the above advance notice period is completed. Thereafter, if negotiations are still ongoing, the Employer shall make every reasonable effort to nevertheless refrain from implementing any changes until negotiations have concluded. However, if the Employer does proceed with implementing any change(s) prior to the conclusion of negotiations and such change(s) would result in a substantial and meaningful impact to an employee or employees, then negotiations will continue, but the "No Strike / No Lockout" Article of this Agreement shall be suspended and the Union shall explicitly have the right to strike until such time as the parties reach agreement.

If the change to technology or new technology is the result of an imposed regulatory or court-ordered requirement or the result of a sudden, dramatic, and unexpected action or conditions outside the Employer's control, then negotiations will continue after the implementation thereof and the "No Strike / No Lockout" Article of this Agreement shall remain in place.

Bargaining unit positions shall not be eliminated as a result of introductions of new technologies or modifications to current technologies.

ARTICLE 26 — TRAINING AND PRECEPTING IN SAN DIEGO

- 26.1 The Employer shall provide necessary training to all employees upon hire and (except for Clinic Assistants) such training shall be completed prior to assigning employees to patient care without being shadowed by their assigned preceptor.
- 26.2 The Employer shall solicit volunteers among qualified employees with the goal of designating preceptors as follows:
 - a. one (1) Behavior Specialist on the Child/Adolescent side
 - b. one (1) Behavior Specialist on the Adult side
 - c. one (1) Therapist on the Child/Adolescent side
 - d. one (1) Therapist on the Adult side
 - e. one (1) Registered Nurse

The Employer shall provide necessary training to each designated preceptor. The Employer shall not assign any bargaining unit employee who is not a preceptor to precept a new hire. The Employer shall assign only the appropriate preceptor to precept a new hire.

ARTICLE 27 — TRAINING AND PRECEPTING IN LOS ANGELES

- 27.1 The Employer shall provide necessary training to all employees upon hire and (except for Clinic Assistants) such training shall be completed prior to assigning employees to patient care without being shadowed by their assigned preceptor.
- 27.2 The Employer shall solicit volunteers among qualified employees with the goal of designating preceptors as follows:
- a. at least one (1) Behavior Specialist on the Child/Adolescent side
 - b. at least one (1) Behavior Specialist on the Adult side
 - c. at least one (1) Therapist on the Child/Adolescent side
 - d. at least one (1) Therapist on the Adult side
 - e. at least one (1) Registered Nurse

When there are two (2) or more designated preceptors in the same job classification on the same side, the work of precepting shall be assigned to these employees in a rotation.

The Employer shall provide necessary training to each designated preceptor. The Employer shall not assign any bargaining unit employee who is not a preceptor to precept a new hire. The Employer shall assign only the appropriate preceptor to precept a new hire.

ARTICLE 28 — CASELOADS AND ADMISSIONS IN WALNUT CREEK

28.1 CASELOADS

- a. The caseloads listed below are for 1.0 FTE employees. Employees who are less than 1.0 FTE shall carry caseloads pro-rated to their FTE status.
- b. A Behavioral Specialist or hybrid Behavioral Specialist/Therapist shall not be assigned more than five (5) patients at a time (with no more than three [3] patients being PHP), with the following exceptions:

A Behavioral Specialist or hybrid Behavioral Specialist/Therapist may be assigned a sixth (6th) patient on a single day if...

- i. there are three (3) or more unplanned absences (of BSs or hybrid BSs/Therapists) on that day,
 - ii. covering for an unplanned absence, *and*
 - iii. no PRN or “float” employee is available to cover.
- c. An indirect Therapist shall not be assigned more than ten (10) patients at a time, with the following exception and restrictions:

- i. An indirect Therapist may be assigned up to twelve (12) patients if (a) covering for an unplanned absence (of an indirect Therapist or a hybrid BS/Therapist) on a single day *and* (b) no PRN Therapist or “float” hybrid BS/Therapist is available to cover.
- ii. For an IOP indirect Therapist, no more than eighty percent (80%) of their patients (rounded down to the nearest whole number) shall be direct admits to IOP.
- iii. For a Child/Adolescent indirect Therapist, no more than six (6) of their patients shall be PHP.
- d. A Registered Nurse shall not be assigned more than twenty-four (24) patients at a time.
- e. If a Behavioral Specialist, hybrid Behavioral Specialist/Therapist, or an indirect Therapist carries a caseload that is fully virtual, that employee shall have the option, at their discretion, to work remotely two (2) days per workweek. If an employee working remotely is unexpectedly needed to take a patient that is not remote, that employee will report to work promptly.

28.2 WORKFLOW

- a. The Social Services Assessment (SSA) will be completed pre-admission through the patient portal for both Child/Adolescent and Adult patients, except when the patient is incapable of doing it themselves, in which case a Therapist will complete the SSA with the patient. However, if the portal is malfunctioning, the Therapist will not be responsible for completing the SSA. The responsibility of the Therapist is to review, verify, and add clinical impressions to the SSA.
- b. Behavioral Specialists, hybrid Behavioral Specialist/Therapists, and Child/Adolescent indirect Therapists shall not run or back up groups, with the exception detailed below.
- c. Running and backing up groups will be the responsibility of IOP staff (BSs and indirect Therapists), Behavioral Technicians, and “float” staff, except for the FFU Support Group session, which will continue to be led by a Therapist. BSs and Therapists will cover a group when all of the above are unavailable to run or back up groups. Such coverage shall be assigned to the staff person with the lowest caseload, unless caseloads are equal, in which case it shall be assigned on a rotational basis.
- d. The treatment team shall have the professional discretion to determine the necessity and frequency of family sessions.

28.3 ADMISSIONS

a. Day of admission

The parties agree that every patient shall be assessed for safety by a registered or licensed bargaining unit employee on the day of admission.

b. Admission limits

- i. For Registered Nurses: There shall be no more than five (5) admissions in a two-day period per RN, with no more than four (4) of them being direct with the following exceptions: The fifth admission may be direct if it's an inpatient/residential admission or a new patient who is high risk for suicide.
- ii. For Therapists: There shall be no more than one (1) direct patient admission in a day per Therapist, with the following exception:

A second (2nd) admission in a day may occur if it is a current patient step-down.

c. Rate of admissions

The parties agree that there shall be one (1) full business day between each new patient admission for each Behavioral Specialist or hybrid Behavioral Specialist/Therapist, with the following exceptions: current patient step-downs, inpatient/residential admissions, and new patients who are high risk for suicide may be admitted with fewer than one (1) full business day from the last admission. That is, if an employee has an admission on Monday, they shall not be given a new admission until Wednesday at the earliest. Also, if an employee has an admission on Friday, they shall not be given a new admission until Tuesday of the next week at the earliest.

d. Virtual admissions

- i. The Employer shall prepare and make available an updated virtual admissions standard work packet for employees.
- ii. The Employer shall prepare and make available updated electronic resources for patients.
- iii. The Employer shall provide standardized training to all employees on the process for virtual admissions and treatment.
- iv. The Employer, prior to admission, shall inform all patients (both verbally and in writing) who are being virtually admitted that there is the possibility that they will be asked to move from virtual treatment to in-person treatment.

ARTICLE 29 — CASELOADS, ADMISSIONS, AND ABSENCES IN SAN DIEGO

29.1 CASELOADS AND ABSENCES AMONG THERAPISTS AND BEHAVIOR SPECIALISTS

San Diego employs a milieu-based treatment model in which patients are assigned to a pod (a combination of two individuals: a Behavior Specialist and a Therapist).

a. Therapist/BS Caseloads

- i. The caseloads listed below are for 1.0 FTE employees. Employees who are less than 1.0 FTE shall carry caseloads pro-rated to their FTE status.
- ii. The maximum caseloads are as follows:
 - (1) If there is at least one (1) full-time, fully onboarded, and actively working “float” Therapist:
 - (a) In the Child/Adolescent Program, a Therapist and Behavior Specialist together shall not be assigned more than seven (7) patients at a time.
 - (b) In the Adult Program, a Therapist and Behavior Specialist together shall not be assigned more than eight (8) patients at a time.
 - (2) If there are zero (0) full-time, fully onboarded, and actively working “float” Therapists:
 - (a) In the Child/Adolescent Program, the caseload for each Therapist and Behavior Specialist together shall be reduced by attrition through discharge to a maximum of six (6) patients at a time.
 - (b) In the Adult Program, the caseload for each Therapist and Behavior Specialist together shall be reduced by attrition through discharge to a maximum of six (6) patients at a time.

b. Therapist/BS Absences

- i. On a given day, if there is a single absence of either a Therapist or a Behavior Specialist, that absence shall be covered by one (1) of the “float” Therapists, and there will be no need to move patients between pods.
- ii. On a given day, if there are two (2) absences of Therapists and/or Behavior Specialists, both absences will be covered by two (2) “float” Therapists, and there will be no need to move patients between pods.
- iii. On a given day, if there are three (3) or more absences of Therapists and/or Behavioral Specialists, the Employer shall either use any additional “float” Therapist or attempt to bring in per diem employees to cover the work. If the absence is able to be so covered, then there will be no need to move patients between pods. If not, then patients may need to be reassigned to different pods.
- iv. In a situation where there are three (3) or more absences of Therapists and/or Behavior Specialists and a pod is left with only one (1) employee present (whether a Therapist or a Behavioral Specialist), then that employee shall not be assigned more than six (6) patients at a time, with no exceptions.

29.2 CASELOADS AND ABSENCES AMONG REGISTERED NURSES

a. RN Caseloads

- i. The caseloads listed below are for 1.0 FTE employees. Employees who are less than 1.0 FTE shall carry caseloads pro-rated to their FTE status.
- ii. A Registered Nurse shall not be assigned more than twenty-four (24) patients at a time.

b. RN Absences

- i. On a given day, if there are absences of any number of Registered Nurses, the Employer shall utilize the “float” RN (if there is one) and/or attempt to bring in the same number of in-person per diem RNs to cover the absences.
- ii. The parties agree that the Employer shall at all times employ or be in the process of attempting to hire two (2) full-time Registered Nurses to work on-site in San Diego. Should one (1) of those Registered Nurses be out of work on an extended leave of some type, the Employer shall make its best efforts to replace them on site with a temporary employee or the use of per diem RNs.
- iii. The parties agree that at least one (1) RN should be working on-site at all times, but the parties acknowledge that there are rare short-term circumstances in which this will not be the case.
- iv. Except for in the case of an emergency, no NUHW-represented employee who is not a Registered Nurse shall be expected to or asked to perform the work of a Registered Nurse.

29.3 WORKFLOW

- a. The Social Services Assessment (SSA) will be completed during patient registration but before the patient enters the unit through the patient portal for Adult patients, except when the patient is incapable of doing it themselves, in which case a Therapist will complete the SSA with the patient. However, if the portal is malfunctioning, the Therapist will not be responsible for completing the SSA. The responsibility of the Therapist is to review, verify, and add clinical impressions to the SSA.
- b. The running and backup of groups: After ratification of this Agreement by the employees in San Diego, the parties locally shall meet and confer in order to devise a mutually agreed-upon distribution of assignments for running and backing up groups that is approximately equitable and involves the “float” Therapists.
- c. The Behavior Specialist, Therapist, Psychiatrist/provider, and clinical supervisor together shall have the professional discretion to determine the necessity and frequency of family sessions.

29.4 ADMISSIONS

a. Day of admission

The parties agree that every patient shall be assessed for safety by a registered or licensed bargaining unit employee on the day of admission.

b. Admission limits

- i. For Registered Nurses: There shall be no more than four (4) admissions per day per pair of RNs, together. Individually, there shall be no more than two (2) admissions per day per RN.
- ii. For Therapists and Behavior Specialists: There shall be no more than one (1) direct (i.e. new) patient admission in a day per Therapist/BS pod, with the following exception:

A second (2nd) or even a third (3rd) admission in a day may occur if it is a current patient step-down or step-up.

c. Rate of admissions

The parties agree that there shall be one (1) full business day between each new patient admission for each Therapist/BS pod, with the following exceptions: current patient step-downs or step-ups or admissions from residential may be admitted with fewer than one (1) full business day from the last admission. That is, if a Therapist/BS pod has an admission on Monday, they shall not be given a new admission until Wednesday at the earliest. Also, if a Therapist/BS pod has an admission on Friday, they shall not be given a new admission until Tuesday of the next week at the earliest.

d. Virtual admissions

- i. The Employer shall prepare and make available an updated virtual admissions standard work packet for employees.
- ii. The Employer shall prepare and make available updated electronic resources for patients.
- iii. The Employer shall provide standardized training to all employees on the process for virtual admissions and treatment.
- iv. The Employer, prior to admission, shall inform all patients (both verbally and in writing) who are being virtually admitted that there is the possibility that they will be asked to move from virtual treatment to in-person treatment.

e. Patient attendance

- i. The parties agree to the following:

- (1) Three (3) unexcused absences will result in a review of possible discharge by the Behavior Specialist, Therapist, Psychiatrist/provider, and clinical supervisor together, followed by a final decision by the Psychiatrist/provider.
 - (2) Three (3) unexcused late arrivals of fifteen (15) minutes or more are equal to one (1) unexcused absence.
 - (3) In order for an absence or late arrival to be excused, it must be decided by the treatment team collectively.
- ii. Prior to admission, these rules shall be communicated to patients by the Admissions team.

ARTICLE 30 — CASELOADS, ADMISSIONS, ABSENCES, AND STAFFING IN LOS ANGELES

30.1 CASELOADS AND ABSENCES AMONG THERAPISTS AND BEHAVIOR SPECIALISTS

Los Angeles employs a milieu-based treatment model in which patients are assigned to a pod (a combination of two individuals: a Behavior Specialist and a Therapist).

An employee shall not be assigned to more than one pod at a time, except for in rare circumstances; in those rare cases where a BS or a Therapist is assigned to more than one pod at a time, the total number of patients across all the pods to which the employee is assigned shall not exceed seven (7) (if any of the patients are in the Child/Adolescent Program) or eight (8) (otherwise).

a. Therapist/BS Caseloads

- i. The caseloads listed below are for 1.0 FTE employees. Employees who are less than 1.0 FTE shall carry caseloads pro-rated to their FTE status.
- ii. The maximum caseloads are as follows:
 - (1) If there is at least one (1) full-time, fully onboarded, and actively working “float” Therapist:
 - (a) In the Child/Adolescent Program, a Therapist and Behavior Specialist together shall not be assigned more than seven (7) patients at a time.
 - (b) In the Adult Program, a Therapist and Behavior Specialist together shall not be assigned more than eight (8) patients at a time.
 - (2) If there are zero (0) full-time, fully onboarded, and actively working “float” Therapists:

(a) In the Child/Adolescent Program, the caseload for each Therapist and Behavior Specialist together shall be reduced by attrition through discharge to a maximum of six (6) patients at a time.

(b) In the Adult Program, the caseload for each Therapist and Behavior Specialist together shall be reduced by attrition through discharge to a maximum of six (6) patients at a time.

b. Therapist/BS Absences

- i. On a given day, if there is a single absence of either a Therapist or a Behavior Specialist, that absence shall be covered by a “float” Therapist, and there will be no need to move patients between pods.
- ii. On a given day, if there are two (2) absences of Therapists and/or Behavior Specialists, (A) one of the absences will be covered by a “float” Therapist, the Employer shall attempt to cover the other with the use of a PRN employee, and patients may need to be reassigned to different pods, or (B) both absences will be covered by two (2) “float” Therapists and there will be no need to move patients between pods.
- iii. On a given day, if there are three (3) or more absences of Therapists and/or Behavioral Specialists, the Employer shall either use any additional “float” Therapist or attempt to bring in per diem employees to cover the work. If the absence is able to be so covered, then there will be no need to move patients between pods. If not, then patients may need to be reassigned to different pods.
- iv. In a situation where there are three (3) or more absences of Therapists and/or Behavior Specialists and a pod is left with only one (1) employee present (whether a Therapist or a Behavioral Specialist), then that employee shall not be assigned more than six (6) patients at a time, with no exceptions.

30.2 CASELOADS AND ABSENCES AMONG REGISTERED NURSES

a. RN Caseloads

- i. The caseloads listed below are for 1.0 FTE employees. Employees who are less than 1.0 FTE shall carry caseloads pro-rated to their FTE status.
- ii. A Registered Nurse shall not be assigned more than twenty-four (24) patients at a time.

b. RN Absences and Staffing

- i. On a given day, if there are absences of any number of Registered Nurses, the Employer shall utilize the “float” RN (if there is one) and/or attempt to bring in the same number of in-person per diem RNs to cover the absences.

- ii. The parties agree that the Employer shall at all times employ (or be in the process of attempting to hire) at least one (1) full-time on-site Registered Nurse or multiple on-site Registered Nurses working a combined 1.0 FTE. If the average daily census (calculated over a period of ninety [90] calendar days beginning on the day that the patient census reaches or exceeds 32 for the first time) meets or exceeds 32, the Employer agrees to, from the day after the 90-calendar-day period ends onward, employ (or be in the process of attempting to hire) at all times at least (2) full-time on-site Registered Nurses or at least one (1) full-time on-site Registered Nurse and multiple on-site Registered Nurses working a combined 1.0 FTE.
- iii. Should any of those Registered Nurses be out of work on a leave or absence of three (3) weeks or greater, the Employer shall make every effort to replace them on site with temporary employees or the use of per diem RNs. For such absences of a duration shorter than three (3) weeks, the Employer shall make reasonable effort to utilize on-site per diem RNs, including, if necessary, the hiring of additional on-site per diem RNs. This Paragraph shall not apply if the Employer hires two (2) full-time on-site Registered Nurses or one (1) full-time on-site Registered Nurse and multiple on-site Registered Nurses working a combined 1.0 FTE.
- iv. The parties agree that at least one (1) RN should be working on-site at all times, but the parties acknowledge that there are rare short-term circumstances in which this will not be the case.
- v. Except for in the case of an emergency, no NUHW-represented employee who is not a Registered Nurse shall be expected to or asked to perform the work of a Registered Nurse.

30.3 WORKFLOW

- a. The Social Services Assessment (SSA) will be completed pre-admission through the patient portal for both Child/Adolescent and Adult patients, except when the patient is incapable of doing it themselves, in which case a Therapist will complete the SSA with the patient. However, if the portal is malfunctioning, the Therapist will not be responsible for completing the SSA. The responsibility of the Therapist is to review, verify, and add clinical impressions to the SSA.
- b. The running and backup of groups: After ratification of this Agreement by the employees in San Diego, the parties locally shall meet and confer in order to devise a mutually agreed-upon distribution of assignments for running and backing up groups that is approximately equitable and involves the “float” Therapists. Similarly, after ratification of this Agreement by the employees in Los Angeles, the parties locally shall meet and confer in order to devise a mutually agreed-upon distribution of assignments for running and backing up groups that is approximately equitable and involves the “float” Therapists.

- c. The Behavior Specialist, Therapist, Psychiatrist/provider, and clinical supervisor together shall have the professional discretion to determine the necessity and frequency of family sessions.
- d. The Employer shall supply each pod with its own functioning ~~mobile~~ Teams Board, microphone, and iPad.

30.4 ADMISSIONS

a. Day of admission

The parties agree that every patient shall be assessed for safety by a registered or licensed bargaining unit employee on the day of admission.

b. Admission limits

- i. For Registered Nurses: There shall be no more than four (4) admissions per day per pair of RNs, together. Individually, there shall be no more than two (2) admissions per day per RN.
- ii. For Therapists and Behavior Specialists: There shall be no more than one (1) direct (i.e. new) patient admission in a day per Therapist/BS pod, with the following exception:

A second (2nd) or even a third (3rd) admission in a day may occur if it is a current patient step-down or step-up.

c. Rate of admissions

The parties agree that there shall be one (1) full business day between each new patient admission for each Therapist/BS pod, with the following exceptions: current patient step-downs or step-ups or admissions from residential may be admitted with fewer than one (1) full business day from the last admission. That is, if a Therapist/BS pod has an admission on Monday, they shall not be given a new admission until Wednesday at the earliest. Also, if a Therapist/BS pod has an admission on Friday, they shall not be given a new admission until Tuesday of the next week at the earliest.

d. Virtual admissions

- i. The Employer shall prepare and make available an updated virtual admissions standard work packet for employees.
- ii. The Employer shall prepare and make available updated electronic resources for patients.
- iii. The Employer shall provide standardized training to all employees on the process for virtual admissions and treatment.

- iv. The Employer, prior to admission, shall inform all patients (both verbally and in writing) who are being virtually admitted that there is the possibility that they will be asked to move from virtual treatment to in-person treatment.
 - v. If the employees in a particular BS/Therapist pod want to work with virtual patients, the Employer shall, to the best of its ability and in the patient's interest, assign fully virtual patients to that single pod. When it is unable to do so, the Employer shall, to the best of its ability and in the patient's interest, assign fully virtual patients to as few pods as possible.
 - vi. If a pod is fully virtual, that pod's employees shall have the option, at their discretion, to work remotely two (2) days per workweek. If an employee working remotely is unexpectedly needed to take a patient that is not remote, that employee will report to work promptly.
- e. Patient attendance
- i. The parties agree to the following:
 - (1) Three (3) unexcused absences will result in a review of possible discharge by the Behavior Specialist, Therapist, Psychiatrist/provider, and clinical supervisor together, followed by a final decision by the Psychiatrist/provider.
 - (2) Three (3) unexcused late arrivals of fifteen (15) minutes or more are equal to one (1) unexcused absence.
 - (3) In order for an absence or late arrival to be excused, it must be decided by the treatment team collectively.
 - ii. Prior to admission, these rules shall be communicated to patients by the Admissions team.

30.5 STAFFING AND ABSENCES AMONG BEHAVIORAL HEALTH TECHNICIANS

The Employer agrees to employ (or be in the process of attempting to hire) at all times at least one (1) Behavioral Health Technician.

30.6 STAFFING AND ABSENCES AMONG CLINIC ASSISTANTS

The Employer agrees to employ (or be in the process of attempting to hire) at all times at least one (1) Clinic Assistant. When a Clinic Assistant is absent, their work shall be covered by a PRN Clinic Assistant, if available. When there is no Clinic Assistant at the front desk (whether because of a rest/meal break, an absence, or any other reason), their work shall be covered by a Behavioral Health Technician, unless there are no Behavioral Health Technicians working, in which case the work of the Clinical Assistant shall be covered by a "float" Therapist, if available.

ARTICLE 31 — SAFETY

31.1 GENERAL SAFETY MATTERS

- a. The Employer will comply with applicable federal and California laws and regulations relating to Occupational Safety and Health. The Employer will promptly and thoroughly investigate any employee's expressed concern regarding the safety or healthfulness of the work environment. While the Employer agrees it will comply with all applicable regulations, it is the duty of each employee to comply with all health and safety regulations of the Employer. In the event any safety or health hazard is detected, it shall be promptly reported to a supervisor.
- b. Within the first year of the Agreement, the Employer shall install alarms on all clinic entrance/exit doors other than the main entrance, and all employees shall be given key cards or badges to move through those doors without setting off alarms.
- c. The Employer shall contract a regular pest control service for the clinic.
- d. The Employer shall procure and install HEPA air purifiers throughout the clinic.
- e. Non-patient access: The Employer shall develop, implement, and enforce a protocol whereby non-patients who are authorized to enter patient milieu are designated and visibly identifiable to staff.
- f. Power outages and other emergencies: The Employer shall develop a protocol for employees to follow in the event of power outages or other rare emergencies to ensure patient and employee safety. The Employer agrees to sufficiently train all staff on these protocols.
- g. The parties agree that it is the expectation that at least one (1) member of management should be on site at all times, but that there are rare circumstances in which they will not. The parties acknowledge that members of management, during the course of a workday, may be absent from the worksite, but these should be coordinated and staggered with other members of management as much as possible. In no case shall a bargaining unit employee be expected to cover the work responsibilities of management.

31.2 SAFETY PROTOCOL FOR PATIENTS IN MILIEU

In order to maintain overall safety for both patients and staff, the parties agree to the following:

If a bargaining unit member identifies a treatment-interfering clinical patient concern, they shall escalate their concern to the treatment team, who will evaluate and render a decision on the patient's treatment needs, safety concerns, and overall care plan. The treatment team shall meet and discuss the concern within twenty-four (24) hours (or seventy-two [72] hours if it's a Friday) of the concern being raised. This decision shall

be implemented within twenty-four (24) hours (or seventy-two [72] hours if it's a Friday) of the treatment team meeting, unless such concern is raised on the day before an extended holiday weekend, in which case the implementation deadline shall be extended to the same time the concern was raised on the next business day.

- a. The treatment team consists of:
 - i. Psychiatrist and/or prescribing provider
 - ii. Therapist
 - iii. Behavioral Specialist
 - iv. RN
 - v. A member of management
- b. The factors that are to be considered by the treatment team include but are not limited to:
 - i. Repeated attempts to engage with or contact other patients outside of Rogers treatment day.
 - ii. Patients engaging in physical self-harm or harm towards other patients or staff during treatment day.
 - iii. Patients gesturing threateningly, using disrespectful language, or threatening to cause harm to staff or other patients.
 - iv. Patients causing harm to staff or other patients.
 - v. Elopement

ARTICLE 32 — CHILD AND ADOLESCENT SUPERVISED LUNCHESES

- 32.1 Supervised lunches are currently scheduled from 12:00 - 12:30 p.m. (in Walnut Creek) and 11:30 a.m. - 12:00 p.m. (in San Diego and Los Angeles) Monday through Friday as a component of the Child and Adolescent PHP program. As of June 2024, responsibility for supervising these lunches has been regularly assigned to a Behavioral Health Technician (“BHT”).

When the assigned BHT is not available to supervise lunches because they are absent from work or because they must attend a mandatory training or they are engaged in an emergency or crisis, it is agreed between the Employer and the Union that the following protocol will be used to staff supervised lunches:

- a. Bargaining unit employees (with the exception of Clinic Assistants) will on a rotational basis supervise child and adolescent lunches, as a backup to the BHT. Supervised lunches are held in the Child and Adolescent Activity Room.
- b. The Employer is responsible for maintaining the rotation list and informing employees of upcoming turns in the rotation.

- c. For Walnut Creek only: Two staff must be present when any patients are considered to be acutely at risk of self-harm or elopement during supervised lunch. Whether a patient is considered to be acutely at risk shall be determined by their treatment team. In these cases, if an NUHW-represented staff person is supervising the lunch, a supervisory leader will serve as the second staff member present, unless no leader is available because they are otherwise engaged with an emergency or crisis, in which case another NUHW-represented staff person will serve as the second.
- d. Under no circumstances will Clinic Assistants be assigned to run supervised lunch.

32.2 MATERIALS

- a. Supervised lunch includes patient and employee access to at least one microwave.
- b. One microwave will be purchased and installed in the Child and Adolescent Activity Room.

32.3 LUNCH ACCOMMODATION

Nonexempt NUHW-represented employees who supervise lunches shall be afforded an uninterrupted meal break at another time, as required under the “Nonexempt Employee Rest and Meal Periods” Article of this CBA. Exempt NUHW-represented employees who supervise lunches shall be afforded time to eat lunch at another time.

ARTICLE 33 — WAGE AND SALARY INCREASES

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

33.1 PLACEMENT ON THE WAGE SCALE

a. For Walnut Creek

Upon ratification, each current employee shall be placed on the wage scale for their job classification at the step that corresponds to their years of service with the Employer.

- i. If a current employee has a wage rate that is higher than the appropriate step on the wage scale, then that employee shall be placed at whatever step provides a wage increase, regardless of years of service.

b. For San Diego and Los Angeles

Upon ratification, each current employee shall be placed on the wage scale for the job classification at the step that corresponds to their years of service with the Employer.

- i. If a current employee has a wage rate that is higher than the appropriate step on the wage scale, then that employee shall be placed at whatever step provides a wage increase of at least three percent (3%), regardless of years of service.
- ii. If a current employee has a wage rate such that placement on the step that corresponds to their years of service as described above would result in a wage increase of less than three percent (3%), then that employee shall be placed at whatever step provides a wage increase of at least three percent (3%), regardless of years of service.
- c. New employees hired thereafter will be hired at a rate on the scale and placed at that step of the scale.
- d. Going forward, each employee shall, on each anniversary of their date of hire, receive step increases by moving to the next step of the wage scale for their job classification, except for those at the top step.

33.2 PRN (FORMERLY KNOWN AS “POOL”) DIFFERENTIAL

PRN employees shall receive a ten percent (10%) differential on top of their base rate of pay.

33.3 ADJUSTMENT TO WAGE SCALE

- a. Across-the-board wage increases shall be applied to each employee’s wage rate and to the wage scales.
- b. Effective the first full pay period following [*one year from the date of ratification*]: two and three quarters (2.75%)
- c. Effective the first full pay period following [*two years from the date of ratification*]: two and one quarter (2.25%)
- d. Effective the first full pay period following [*three years from the date of ratification*]: two percent (2%)

33.4 DIRECT DEPOSIT

As the Employer uses only a direct deposit system to deliver paychecks, direct deposit shall be offered at no cost to all employees and shall be deposited by no later than the designated payday and earlier if practicable, or earlier as indicated above.

33.5 PAY INFORMATION

All records of Paid Time Off accounts shall accurately reflect balances through the most recent pay period ending the date of the check. Questions about pay checks should be submitted to the Employer’s payroll department

33.6 PAYCHECK ERRORS

Paycheck errors resulting in underpayments to employees shall be corrected as soon as possible, and a direct deposit for the underpayment shall be issued to the employee in connection with the next pay cycle. In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Human Resources or Accounting/Payroll staff so that corrections can be made as quickly as possible. Corrections for overpayments and return of funds shall be made in a manner consistent with California requirements.

ARTICLE 34 — DIFFERENTIALS

34.1 SHIFT DIFFERENTIALS

The parties agree that there are currently no shift differentials applicable to the employees in this bargaining unit.

Should the Employer ever wish to create shifts that differ from the status quo, the parties will at that time negotiate the terms and conditions thereof, including over possible shift differentials.

34.2 WEEKEND DIFFERENTIAL

The parties agree that the Employer's facility is not open on weekends and there is therefore no need for weekend work.

34.3 BILINGUAL DIFFERENTIAL

The Employer agrees to identify and/or develop a competency system to assess fluency in key languages other than English commonly used in California within eighteen (18) months of ratification of this Agreement.

Thereafter, if an employee is deemed fluent according to the Employer's system, that employee shall receive a one dollar (\$1.00) per hour bilingual differential for all hours worked. An exempt employee will receive the annual equivalent of this differential.

34.4 LEAD DIFFERENTIAL

The parties agree that, presently, the Employer has not designated any nonsupervisory Leads in the bargaining unit.

Should an employee be designated by the Employer as a nonsupervisory "Lead" or other similar designation, that employee shall receive a differential of one dollar (\$1.00) per hour. An exempt employee will receive the annual equivalent of this differential.

34.5 PRECEPTOR DIFFERENTIAL

When an employee precepts another employee for a period of time, that employee shall receive four dollars (\$4.00) per hour for all hours worked during that period of time. An exempt employee will receive the annual equivalent of this differential.

ARTICLE 35 — WORK IN HIGHER PAID CLASSIFICATIONS

Any employee who is assigned by the Employer to perform work temporarily in a higher paid classification shall be paid at the rate of that higher paid classification at the employee's scale step for all hours worked in the higher paid classification. This obligation does not arise when an employee provides relief for another employee to cover for meal and rest periods or instances of ad hoc coverage of less than one (1) hour.

ARTICLE 36 — LACTATION

The Employer shall provide a reasonable amount of break time for lactating employees to express (pump) milk. For non-exempt employees, time used to express milk may be used at the same time as other breaks provided. However, the Employer must provide additional break time if needed, although the additional time may be unpaid. If additional break time is needed for lactation and is unpaid, the employee shall record on their timecard the actual start and end time of that additional break time.

The Employer shall make reasonable efforts to provide a private space, other than a bathroom, where lactating employees may express milk. That provided space shall be private, shielded from view, and free from intrusion.

ARTICLE 37 — JURY DUTY, WITNESS PAY, AND VOTING TIME

37.1 JURY DUTY PAY

All full-time and part-time employees (0.5 FTE or higher) are eligible for jury duty pay upon hire.

An employee called for jury duty will be paid jury duty pay (regular wages) for each scheduled shift while serving on jury duty. In order to be eligible for jury duty pay from the Employer, the employee must promptly provide their supervisor with a copy of the jury summons and daily receipts from the jury commissioner that they have been called and have served.

When an employee is required to serve on their scheduled days off, the employee will not receive Jury Duty Pay for those days.

Employees who are on an approved leave of absence during which they are integrating PTO hours are eligible for and may request jury duty pay. In such instances, jury duty pay will be paid in-lieu-of PTO hours. Employees should note that jury service during a leave of absence might impact their disability claim, since the hours could be considered work. Additionally, employees on leave for their own illness and/or injury should consider checking with their doctor to verify they are able to participate in jury service. If the employee has chosen not to integrate PTO hours with disability payments, they are not eligible to receive jury duty pay.

Employees will accrue PTO hours on jury duty pay.

37.2 WITNESS PAY

An employee subpoenaed to appear on a regularly scheduled work day in a judicial proceeding related to their employment or the Employer's business will receive from the Employer the difference between the applicable statutory witness fee and straight time earnings for each such day.

Employees appearing in their own case as a defendant not related to their employment or the Employer's business or for a non-subpoenaed court appearance will not receive witness pay.

37.3 TIME OFF TO VOTE

Employees who are unable to vote in a statewide election before or after working will be permitted up to two (2) hours with pay at the beginning or end of their workday on Election Day for voting purposes. Arrangements must be approved in advance by the employee's supervisor. Where possible, the employee will give his or her supervisor at least two (2) working days' notice that time off to vote is needed.

ARTICLE 38 — BEREAVEMENT LEAVE

38.1 "IMMEDIATE FAMILY MEMBER" SHALL INCLUDE THE FOLLOWING:

- a. spouse
- b. registered domestic partner
- c. parent
- d. parent-in-law
- e. child
- f. grandchild
- g. grandparent
- h. sibling
- i. an individual for whom the employee is the legal guardian
- j. an extended family member (as defined below) living in the employee's home
- k. an extended family member (as defined below) who the employee regards as an immediate family member

- l. an individual who has served in the role of *in loco parentis* for the employee

38.2 “EXTENDED FAMILY MEMBER” SHALL INCLUDE THE FOLLOWING:

- a. aunt
- b. uncle
- c. brother-in-law
- d. sister-in-law
- e. son-in-law
- f. daughter-in-law
- g. niece
- h. nephew
- i. first cousin
- j. grandparent-in-law
- k. close personal friend

Step relationships are equal to blood relations and “great-grand” is the same as “grand.”

“Eligible employee” is an employee in the bargaining unit who has been employed for at least 30 days prior to commencement of the leave.

When a death occurs of an immediate family member of an eligible employee, the eligible employee shall be entitled to up to three (3) days of paid leave and up to three (3) days of unpaid leave of absence, for a total of up to forty-eight (48) hours, or six (6) days, of bereavement leave, to be used within three (3) months of the death. For the unpaid portion of the leave, the eligible employee may use paid time off or take an unpaid leave at the employee’s discretion.* PRN employees may be excused from work for up to five (5) days without pay.

When a death occurs of an extended family member of an eligible employee, the eligible employee shall be entitled to up to one (1) day of paid leave and up to two (2) days of unpaid leave of absence, for a total of up to twenty-four (24) hours, or three (3) days, of bereavement leave, to be used within three (3) months of the death. For the unpaid portion of the leave, the eligible employee may use paid time off or take an unpaid leave at the employee’s discretion.* PRN employees may be excused from work for up to five (5) days without pay.

In the case of death of an immediate family member or an extended family member, the employee shall be entitled to request additional bereavement leave, and the Employer, considering patient care and staffing needs, will not unreasonably deny such requests. The employee and the Employer may mutually agree to further extend the period of bereavement leave. For any such agreed extension, the employee may use paid time off or take an unpaid leave at the employee’s discretion, subject to compliance with federal and state wage and hour laws.*

Bereavement leave days do not need to be taken consecutively, as long as they are completed during the three (3) months after the death of the person for whom the employee is taking the leave.

The three-month time frame may be extended at the discretion of the Employer, including for religious, cultural or geographic reason(s).

Employees will accrue PTO hours on bereavement leave pay.

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

Employees who are on an approved leave of absence during which they are integrating PTO hours are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in-lieu-of PTO hours.

*An exempt employee who wishes to take the unpaid portion of bereavement leave or additional unpaid bereavement leave must submit a written request to their supervisor specifying the dates and number of days they wish to take and have deducted from their next paycheck, and the supervisor shall facilitate this request with the Leave Department.

ARTICLE 39 — ADDITIONAL EMPLOYEE BENEFITS

The parties agree that the intent of the parties is to keep employee benefits and costs substantially the same for the life of the Agreement.

During the term of this Agreement, in the event that the Employer changes a carrier, or in the event that a carrier changes the terms through no fault of the Employer's, the level of benefits will remain substantially the same.

Should there be minimal changes that would result in any increased cost to employees, those increased costs shall be borne by the Employer.

39.1 ACCIDENT AND LIFE INSURANCE

During the term of this Agreement, the Employer shall continue to provide:

- a. 100% employer-paid accidental death and dismemberment insurance to each regular full-time and part-time employee with the following benefit amounts (with a maximum of \$100,000):

AGE	AMOUNT
Less than 65	Annual earnings
65 and above but not yet 70	65% of annual earnings
70 and above but not yet 75	40% of annual earnings
75 and above	20% of annual earnings

- b. 100% employer-paid, AD&D-related repatriation, seatbelt and airbag, and education benefits with substantially the same terms, conditions, and benefit amounts as it currently does.

- c. the option of additional voluntary AD&D insurance with substantially the same terms, conditions, and benefit amounts as it currently does.
- d. the option of additional voluntary accident insurance with substantially the same terms, conditions, and benefit amounts as it currently does.
- e. 100% employer-paid life insurance to each regular full-time and part-time employee with the following benefit amounts (with a maximum of \$100,000):

AGE	AMOUNT
Less than 65	Annual earnings
65 and above but not yet 70	65% of annual earnings
70 and above but not yet 75	40% of annual earnings
75 and above	20% of annual earnings

- f. the option of additional voluntary life insurance with substantially the same terms, conditions, and benefit amount as it currently does.

39.2 DISABILITY INSURANCE

a. Short Term Disability

The Employer shall continue to provide a 100% employer-paid long-term disability plan with a benefit amount of 70% of weekly earnings to a maximum benefit of \$2,500 per week, and with substantially the same terms and conditions that are currently in place.

The Employer shall continue to provide the 100% employer-paid rehabilitation and return-to-work assistance benefit with substantially the same terms, conditions, and benefit amounts as it currently does.

b. Long Term Disability

The Employer shall continue to provide a 100% employer-paid long-term disability plan with a benefit amount of 60% of monthly earnings to a maximum benefit of \$6,000 per month, and with substantially the same terms and conditions that are currently in place.

The Employer shall continue to provide the 100% employer-paid rehabilitation and return-to-work assistance benefit with substantially the same terms, conditions, and benefit amounts as it currently does.

The Employer shall continue to provide the 100% employer-paid dependent care expense benefit with substantially the same terms, conditions, and benefit amounts as it currently does.

39.3 FLEXIBLE SPENDING AND HEALTHCARE REIMBURSEMENT

a. Flexible Spending Account (FSA)

The Employer shall continue to provide a flexible spending account for employees with substantially the same terms and conditions as it currently does.

b. Healthcare Reimbursement Account (HRA)

The Employer shall continue to provide a 100% employer-funded healthcare reimbursement account for employees to use to reimburse eligible deductible, coinsurance, and copay payments up to a maximum of \$8,050 per year (for individual employees) or \$18,900 (for employee + family).

To be eligible, an employee must decline the Employer's health insurance and have health insurance from another source.

39.4 EMPLOYEE ASSISTANCE PROGRAM

The Employer shall continue to provide an employee assistance program to all employees with substantially the same terms, conditions, and benefit amounts as it currently does.

Under the program, all employees and their spouses, domestic partners, and dependents have access to twelve (12) coaching or therapy sessions per person per year at no cost.

39.5 TUITION REIMBURSEMENT

The Employer shall continue to provide the option of tuition reimbursement to all employees with at least six (6) months of employment consistent with IRS regulations, but in no case shall the benefit offered to employees be decreased.

The annual benefit amounts are as follows:

NURSING PROGRAMS

30 hrs/wk or 0.75 FTE or greater	29 hrs/wk or 0.749 FTE or less	PRN
Up to \$5,000	\$2,500	\$500

CLINICAL / BUSINESS RELATED

30 hrs/wk or 0.75 FTE or greater	29 hrs/wk or 0.749 FTE or less	PRN
Up to \$3,000	\$1,500	\$500

39.6 EDUCATIONAL LOAN RELIEF

The Employer shall continue to provide up to \$1,000 of educational loan relief per year to employees with at least two (2) years of employment and a minimum of 30 hours/week.

39.7 CONTINUING EDUCATION AND LICENSING FEES

The Employer shall continue to provide the option of up to two (2) paid Continuing Education (CE) days per year to each employee. For each employee who is licensed or registered, the Employer will pay for the cost of Continuing Education units, licensing application fees, and renewal application fees, totaling no more than one thousand dollars (\$1,000.00) every two years. For all other employees, the Employer will pay the cost of Continuing Education units totaling no more than five hundred dollars (\$500.00) every two years so long as those units are related to their jobs or behavioral health in general.

39.8 CHILDCARE BENEFIT

The Employer shall continue to provide childcare reimbursement to all employees with substantially the same terms, conditions, and benefit amounts as it currently does.

The benefit amount per child is:

- a. \$1,500 annually for 0.75 FTE and above
- b. \$500 annually for 0.5 FTE to 0.74 FTE

ARTICLE 40 — RETIREMENT BENEFITS

The Employer, Rogers Memorial Hospital, shall provide all bargaining unit employees access to a 401(k) Retirement Savings Plan in accordance with the Plan Document.

40.1 ELIGIBILITY

All NUHW-represented employees are eligible to participate in the 401(k) Retirement Savings Plan.

40.2 ENROLLMENT

Newly hired employees, unless they elect otherwise, will automatically be enrolled, and a percentage of their salary will be automatically deducted each pay period as a pre-tax salary deferral contribution to the Plan.

Three percent (3%) of an employee's salary is the Plan's default automatic deferral percentage, with an annual one percent (1%) contribution increase until a contribution of five percent (5%) is reached. This annual increase will generally occur on or in the first full pay period after the anniversary of enrollment in the Plan.

Employees have the right at any time to elect not to make any salary deferral contributions to the Plan, or to elect to have such contributions made at a different percentage from the Plan's default automatic deferral percentage. Employees who are automatically enrolled in the Plan, may, within ninety (90) days after their first automatic contribution is deducted from their salary, elect to have the Plan distribute to them all of their automatic contributions and the earnings on those contributions.

40.3 VESTING

Employees are always 100% vested.

40.4 EMPLOYER MATCHING

The Employer will make a safe harbor matching contribution each payroll period equal to one hundred percent (100%) of the first three percent (3%) of an employee's pre-tax or Roth salary deferral contributions, plus fifty (50%) of the next two percent (2%) of their salary deferral contributions up to a maximum of four percent (4%) of their salary. The Employer will match catch-up salary deferral contributions under the same formula as the salary deferral contributions.

ARTICLE 41 — MEDICAL DENTAL VISION

The Employer will continue to provide all eligible full-time and part-time employees covered by this Agreement the opportunity to enroll themselves and their eligible dependents in health, dental, and vision programs contracted by the Employer. The opportunity to enroll in these programs occurs: (a) during the hiring process, (b) during annual open enrollment, or (c) upon a Qualifying Event. During the term of this Agreement, the benefits of these programs will be provided in accordance with the summary plan descriptions developed by the providers.

41.1 ELIGIBILITY

Employees who are classified by the Employer on both payroll and personnel records as 0.5 FTE or greater will be eligible to begin coverage upon completion of thirty (30) calendar days of regular employment. Eligible dependents include the legal spouse, the domestic partner, and dependent children of an eligible employee until age 26 or at any age with total and permanent disabilities.

41.2 MEDICAL BENEFITS

The Employer shall continue to provide medical coverage with substantially the same terms and conditions as are currently in place.

Employer/employee cost sharing for the Medical Benefits is detailed below.

Further details on medical benefits are specified in Appendix B.

41.3 DENTAL BENEFITS

The Employer shall continue to provide dental coverage with substantially the same terms and conditions as are currently in place, the specifics of which are detailed in Appendix B.

41.4 VISION BENEFITS

The Employer shall continue to provide vision coverage with substantially the same terms and conditions as are currently in place, the specifics of which are detailed in Appendix B.

41.5 COVERAGE FOR WORKERS COMPENSATION

The Employer will continue coverage of an employee disabled for work by a job connected injury or illness as determined by the Workers' Compensation Appeals Board during such disability.

41.6 WAIVER OF COVERAGE

An eligible employee may elect to waive their medical coverage (a) during the hiring process, (b) during annual open enrollment, or (c) upon a Qualifying Event.

An employee who waives their medical coverage and has medical coverage from another source shall receive one hundred and fifty dollars (\$150) monthly.

Additionally, for such employees, the Employer shall provide a 100% employer-funded healthcare reimbursement account for employees to use to reimburse eligible deductible, coinsurance, and copay payments up to a maximum of \$8,050 per year (for individual employees) or \$18,900 (for employee + family).

41.7 EMPLOYEE/EMPLOYER COST-SHARING ON MEDICAL COVERAGE:

a. Medical –HDHP High Deductible Plan

	FTE 0.5 to 0.749		FTE 0.75+	
	Employer contribution	Employee contribution	Employer contribution	Employee contribution
Employee	86.5%	13.5%	86.5%	13.5%
Employee + Child(ren) + DP Child(ren)	35%	65%	86.5%	13.5%
Employee + Child(ren)/Step-Child(ren)	35%	65%	86.5%	13.5%
Employee + Domestic Partner	35%	65%	86.5%	13.5%
Employee + DP Child(ren)	35%	65%	86.5%	13.5%
Employee + Spouse	35%	65%	86.5%	13.5%
Family (Employee + DP + Child(ren) + DP Child(ren))	35%	65%	86.5%	13.5%
Family (Employee + DP + Child(ren))	35%	65%	86.5%	13.5%
Family (Employee + DP + DP Child(ren))	35%	65%	86.5%	13.5%
Family (Employee + Spouse + Child(ren)/Step-Child(ren))	35%	65%	86.5%	13.5%

b. Medical –PPO Silver Plan

	FTE 0.5 to 0.749		FTE 0.75+	
	Employer contribution	Employee contribution	Employer contribution	Employee contribution
Employee	78.5%	21.5%	78.5%	21.5%
Employee + Child(ren) + DP Child(ren)	35%	65%	83.5%	16.5%
Employee + Child(ren)/Step-Child(ren)	35%	65%	83.5%	16.5%
Employee + Domestic Partner	35%	65%	78.5%	21.5%
Employee + DP Child(ren)	35%	65%	83.5%	16.5%
Employee + Spouse	35%	65%	78.5%	21.5%
Family (Employee + DP + Child(ren) + DP Child(ren))	35%	65%	83.5%	16.5%
Family (Employee + DP + Child(ren))	35%	65%	83.5%	16.5%
Family (Employee + DP + DP Child(ren))	35%	65%	83.5%	16.5%
Family (Employee + Spouse + Child(ren)/Step-Child(ren))	35%	65%	83.5%	16.5%

c. Medical –PPO Gold Plan

	FTE 0.5 to 0.749		FTE 0.75+	
	Employer contribution	Employee contribution	Employer contribution	Employee contribution
Employee	65%	35%	65%	35%
Employee + Child(ren) + DP Child(ren)	35%	65%	69%	31%
Employee + Child(ren)/Step-Child(ren)	35%	65%	69%	31%
Employee + Domestic Partner	35%	65%	65%	35%
Employee + DP Child(ren)	35%	65%	69%	31%
Employee + Spouse	35%	65%	65%	35%
Family (Employee + DP + Child(ren) + DP Child(ren))	35%	65%	69%	31%
Family (Employee + DP + Child(ren))	35%	65%	69%	31%
Family (Employee + DP + DP Child(ren))	35%	65%	69%	31%
Family (Employee + Spouse + Child(ren)/Step-Child(ren))	35%	65%	69%	31%

ARTICLE 42 — PTO AND HOLIDAYS

42.1 PTO

Employees with a FTE of 0.5 or greater are eligible for PTO. PTO may be used for personal time off. No employee shall incur a forfeiture of any earned and accrued but unused PTO as a result of this Article.

The PTO accrual rate is as follows:

- a. 0-5 years of service19 days annually (.07307 hours of PTO per hour paid)
- b. 5-10 years of service 24 days annually (.09230 hours of PTO per hour paid)
- c. 10+ years of service..... 29 days annually (.11154 hours of PTO per hour paid)

Employees' accrued PTO is capped at one hundred and eighty-four (184) hours. This precludes any employee from accruing PTO beyond one hundred and eighty-four (184) hours. Employees can carry over a maximum of one hundred and eighty-four (184) hours each calendar year, but in no event will the number of total accrued PTO hours exceed one hundred and eighty-four (184) hours. If an employee hits the cap, they shall begin accruing hours again when their PTO hours fall below the cap.

An employee's use of paid time off may run concurrently with other leaves pursuant to local, state or federal laws.

42.2 PAID HOLIDAYS

a. Eligibility

To be eligible for holiday pay, an employee must have been employed for at least thirty (30) calendar days.

b. Pay

All employees are paid holiday pay for each holiday in an amount equal to the number of hours they would have worked that day were it not a holiday.

c. Holidays

The following paid holidays will be afforded to eligible bargaining unit employees:

- New Year's Day
- MLK Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday

- 3 Wellness Days (1 to be used any time in the year, 1 to be used in the first 6 months, and 1 to be used in the last 6 months)

An employee is not paid at termination for unused Floating or Wellness holidays.

When a holiday falls on a Saturday or Sunday, it is observed on the preceding Friday or the following Monday.

If an employee is required to work on a paid scheduled holiday, they will receive time and a half.

ARTICLE 43 — PAID SICK LEAVE

Employees who have worked thirty (30) or more days for the Employer in California within a year of their date of hire are eligible to receive paid sick leave (PSL). This provision shall be retroactive to January 1, 2024.

All PRN employees shall accrue forty (40) hours or five (5) days (whichever is greater) of paid sick leave per calendar year. Should California law require employers to provide a better benefit, the Employer shall provide such.

All full-time, part-time, and temporary employees are eligible for paid sick leave (PSL) and will accrue one (1) hour of PSL for every thirty (30) hours worked up to a maximum of one hundred and sixty (160) hours, or twenty (20) work days, whichever is greater, per calendar year.

Once an employee reaches the maximum accrual amount one hundred and sixty (160) hours, or twenty (20) work days, no PSL shall accrue until the amount of available PSL has been reduced by at least two (2) hours.

Newly hired employees are not eligible to use PSL until their forty-fifth (45th) day of employment. However, should PSL be used in conjunction with leave taken under the California Family Rights Act (CFRA) or the federal Family and Medical Leave Act (FMLA), or other available statutory leave under state, federal or local law, for which the employee is eligible, the employee may apply their accrued but unused PSL to such other leave. An employee's accrued but unused PSL will carry over each year. The calendar year is from January 1 to December 31.

An employee may use PSL for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee or the employee's family member. "Family member" includes the following: child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), spouse, registered domestic partner, grandparent, grandchild, sibling, and designated person (which means a person identified by the employee at the time the employee requests paid sick days, and the employee is limited to one designated person per twelve month period). PSL may also be

used if the employee is a victim of domestic violence, sexual violence, or stalking, and the PSL is used for the purpose of seeking relief, such as by way of restraining orders or other injunctive relief, medical attention, shelter, counseling, safety protection and the like.

PSL may be used in increments of less than one day, but PSL must be taken in at least two (2) hour increments or less if permitted by the Employer's policy. If an employee separates from the Employer and is rehired within one (1) year of the date of separation, the employee will have the amount of accrued but unused PSL at separation returned to them.

Upon termination, resignation, retirement, or any other separation from employment, employees will not be paid for accrued but unused paid sick leave.

Where the need for paid sick leave is foreseeable, the employee must give reasonable advanced notice. Where the need for sick leave is unforeseeable, the employee must give notice as soon as practicable. The Employer may request documentation to verify a particular use of PSL when it has a good faith reason to believe that the PSL was not used for purposes or in the manner required by this Article.

The Employer will regularly provide employees written notice of the amount of available PSL on the employee's itemized wage statement. Employees will be paid for any PSL taken by them by no later than the payday for the next regular payroll period after the PSL was taken.

No employee shall be discriminated or retaliated against for using PSL.

Additionally, when an employee uses PSL, finding and arranging coverage for the employee shall be the responsibility of the Employer, and the Employer shall not ask the employee to find or arrange their own coverage.

ARTICLE 44 — LEAVES OF ABSENCE

The Employer provides leaves of absence to eligible employees.

For all of these leaves, the Employer shall continue to provide existing health, dental, and vision coverage to employees while on leave.

Should the Employer desire to make a change or changes to rules and processes that would impact an employee's terms and conditions of employment, this shall be dealt with by the parties in accordance with Section 45.3 of the Management's Rights Article of this Agreement.

44.1 Subject to state and/or federal law and applicable rules and processes related to requesting leave, employees will receive the following forms of leave:

a. Medical Leave

A medical leave of absence will be granted to any full-time or part-time employee for medical disabilities (other than pregnancy, childbirth, and related medical conditions),

whether work-related or not, when FMLA and CFRA are unavailable to that employee.

- i. An employee's non-work-related leave shall be based on a provider's written medical evaluation of the employee's condition and determination of their disability (hereafter, written certificate of disability). If disability insurance coverage is not available to cover the financial costs of any approved leave, the employee may use PSL and thereafter PTO to supplement any loss of income.
- ii. Extended medical leaves will also be considered on a case-by-case basis.
- iii. An employee on a non-work-related medical leave may have their leave extended beyond what was originally certified by the provider's written certificate of disability, and may use any available PSL during such extended leave, and thereafter may use PTO.
- iv. Time granted under a medical leave shall be based on a provider's written certificate of disability. If the written certificate of disability provides only an end date, and no commencement date, the Employer shall use the date requested by the employee, provided it is no more than fifteen (15) calendar days ahead of the the day that the written certificate of disability was submitted to the Employer. An employee returning from a medical leave must present a Fitness for Duty Form completed by their provider or provider's note declaring fitness to return to work, with or without reasonable accommodations, in accordance with the above referenced rules.
- v. If an employee becomes eligible for PDL, FMLA or CFRA during medical leave, any remaining leave will be covered by those leave provisions.

b. Family and Medical Leave

- i. State and federal family and medical leave laws provide up to twelve (12) workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:
 - (1) The employee has been employed with the Company for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
 - (2) The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave*; and
 - (3) The employee is employed at a work site where there are 50 or more employees within a 75-mile radius.

ii. Leave may be taken for one or more of the following reasons:

- (1) The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA)
- (2) For incapacity due to pregnancy, prenatal medical care or child birth (FMLA only)
- (3) For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA)
- (4) To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA)
- (5) To care for the employee's registered domestic partner, sibling, grandchild, or grandparent (CFRA only).

c. Pregnancy, Childbirth or Related Conditions

Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, they may apply for leave under the California Family Rights Act, for purposes of baby bonding. Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two (2) weeks. Any leave taken must be concluded within one (1) year of the birth or placement of the child with the employee.

d. Pregnancy Disability Leave

Employees disabled by pregnancy may take up to four (4) months of leave per pregnancy (the working days you normally would work in one-third $[1/3]$ of a year or seventeen and one-third $[17 \frac{1}{3}]$ weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one hour.

e. Civil Air Patrol Leave

Up to ten (10) days of leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by the Employer.

f. Domestic Violence, Sexual Assault or Stalking Leave and Accommodation

Employees who are victims of domestic violence, sexual assault and stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use

their paid sick time, paid vacation, or other personal leave under California's Healthy Workplaces, Healthy Families Act for stipulated purposes.

g. Domestic Violence, Sexual Assault or Stalking Leave for Treatment

Employees who are victims of domestic violence, sexual assault or stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time, paid vacation, or other personal leave under California's Healthy Workplaces, Healthy Families Act for stipulated purposes.

h. Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Eligible employees may also take a special leave entitlement of up to twenty-six (26) weeks of leave to care for a covered service member during a single 12-month period.

i. Military Leave

Employees who wish to serve in the military and take military leave should contact Human Resources for information about their rights before and after such leave. Such employees are entitled to reinstatement upon completion of military service, provided they return or apply for reinstatement within the time allowed by law.

j. Military Spouse Leave

Employees who work more than twenty (20) hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to ten (10) unpaid days off when their spouse is on leave from (not returning from) military deployment.

k. Organ and Bone Marrow Donor Leave

Employees who are donors for organ or bone marrow may take paid time off as follows:

- i. Employees may take up to thirty (30) business days of leave in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins their leave and runs for twelve (12) consecutive months from that date.
- ii. Employees may take up to five (5) business days of leave in any one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins and runs for twelve (12) consecutive months from that date.

- iii. During the leave for organ/bone marrow donors, Rogers will continue to provide and pay for any group health plan benefits the employee was enrolled in prior to the leave of absence.
- iv. Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of FMLA or the California Family Rights Act.
- v. Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification 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 of the organ or bone marrow.
- vi. The Employer requires that employees taking leave for organ donation use two (2) weeks of PSL and/or PTO.
- vii. The Employer requires that employees taking leave for bone marrow donation use five (5) days of PSL and/or PTO.
- viii. Once an employee donating bone marrow or an organ has exhausted the required paid sick, and/or PTO, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

1. School and Child Care Activities Leave

Employees are encouraged to participate in the school or child care activities of their child(ren). The absence is subject to all of the following conditions:

- i. Time off under this policy can only be used by parents, guardians, grandparents, stepparents, foster parents or a person who stands *in loco parentis* to one or more children of the age to attend kindergarten through grade 12 or a licensed child care provider;
- ii. The amount of time off for school or child care activities described below cannot exceed a total of 40 hours each year;
- iii. Covered employees can use the time off to find, enroll or reenroll a child in a school or with a licensed child care provider or to participate in activities of the child's school or licensed child care provider. The time off for these purposes cannot exceed eight hours in any calendar month. Employees planning to take time off for these purposes must provide reasonable advance notice to their supervisor;
- iv. Covered employees can also use time off to address a "child care provider or school emergency" if the employee gives notice to the Employer. A child care provider or school emergency means that the employee's child cannot remain in a school or with a child care provider due to one of the following:

- (1) The school or child care provider has requested that the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
 - (2) Behavioral or discipline problems;
 - (3) Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
 - (4) A natural disaster, including, but not limited to, fire, earthquake or flood.
- v. Employees must provide their supervisor with documentation from the school or licensed child care provider verifying that they were engaged in these child related activities on the day and time of the absence.

m. School Appearances involving Suspension

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

n. Victims of Crime Leave

- i. An employee who is themselves a victim or who is the family member of a victim of certain serious crimes may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.
- ii. A family member of a crime victim may be eligible to take this leave if they are the crime victim's spouse, parent, child or sibling. Other family members may also be covered depending on the purpose of the leave.
- iii. The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave, and documentation related to the proceeding may be required.
- iv. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.
- v. Any absence from work to attend judicial proceedings or proceedings involving victim rights will be unpaid, unless the employee chooses to take paid time off.

o. Volunteer Civil Service Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may also take up to a total of fourteen days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training.

p. Personal Leave

A personal leave of absence without pay may be granted at the discretion of The Employer. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than four weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

During the term of this Agreement, the Employer will implement any other leaves of absence and related benefits which may be required and/or enacted by federal, state, and local legislation, and will provide notice of such to the Union, and will meet with the Union upon its written request regarding the effects of such changes on the bargaining unit employees.

ARTICLE 45 — MANAGEMENT RIGHTS

45.1 The parties agree that the following rights are reserved solely to the Employer.

- a. Plan and direct the use of funding and resources to achieve the Employer's missions, programs, objectives, activities, and priorities;
- b. Determine and direct the means, programs, methods, processes, technology, equipment, and facilities by which the Employer's business, affairs, operations, programs, plans, and missions are to be provided, including through implementation, change, or cessation of any element thereof;
- c. Determine the number and type of clinical programs offered to patients and their families; the number of patients participating in the programs, and the size and number of patient groups; determine the type of patients to be served by each program or group (including but not limited to their age and level of acuity); determine the schedule (such as without limitation daily, weekly, monthly) of all programs and groups; and discontinue programs or groups whenever the need for such arises, including but not limited to in response to patient demand, census and staff availability
- d. Determine the size, composition, and qualifications of the bargaining unit workforce through the recruitment, hiring, development, training, evaluation, promotion, transfer, layoff, demotion, discipline, and discharge of employees;

- e. Establish, modify, and enforce standards of qualification, performance, training, conduct, and safety, and to determine the process by which performance is evaluated;
 - f. Determine employee shifts, working assignments, and schedules;
 - g. Issue, implement, maintain and update the Employer's Employee Handbook;
 - h. Take action on any matter in the event of an unforeseeable emergency;
 - i. Determine, implement and modify job classifications and job descriptions;
 - j. Require employees to cooperate with Employer-initiated investigations of regulatory agency inquiries in general or matters concerning patient care, or third-party inquiries or grievances; and
 - k. Maintain all other rights pertaining to the Employer operations and management.
- 45.2 The exercise of the foregoing rights, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. There shall be no waiver of any management rights should the Employer choose not to exercise
- 45.3 Additionally, in exercising the aforementioned rights, should the Employer desire to make any change that would impact an employee's terms and conditions of employment, the Employer shall provide as much advance notice of the change as possible (but in no case less than sixty [60] days), and shall agree to begin bargaining in good faith with the Union over the effects prior to implementing said change, provided the Union makes a request to bargain. In the interest of expediency, the Union shall not unreasonably withhold its agreement to bargain virtually should the Employer request it.

The Employer shall not implement any change until the above advance notice period is completed. Thereafter, if negotiations are still ongoing, the Employer shall make every reasonable effort to nevertheless refrain from implementing any change until negotiations have concluded. However, if the Employer does proceed with implementing any change prior to the conclusion of negotiations and such change would result in a substantial and meaningful impact to an employee or employees, then negotiations will continue, but the "No Strike / No Lockout" Article of this Agreement shall be suspended and the Union shall explicitly have the right to strike until such time as the parties reach agreement.

If the change is the result of an imposed regulatory or court-ordered requirement or the result of a sudden, dramatic, and unexpected action or conditions outside the Employer's control, then negotiations will continue after the implementation thereof and the "No Strike / No Lockout" Article of this Agreement shall remain in place.

ARTICLE 46 — NO STRIKE – NO LOCKOUT

46.1 NO STRIKE – NO LOCKOUT

The Employer and the Union understand that the Employer's facilities are different in their operations from other industries because of services rendered to the community and for humanitarian reasons.

The Union agrees that during the term of this Agreement, there shall be no strikes or sickouts, picketing, slowdowns, or other work stoppages. No employee shall engage in, induce or encourage any of the above prohibited actions. Further, no employee shall use company technology or equipment to promote or inform other employees about prohibited activities. The Union further agrees that neither it nor any of its officers or agents will initiate, authorize, sanction or participate in any of the above prohibited actions. The Union acknowledges the special notice requirements under the National Labor Relations Act, Section 8(g), and shall comply with those requirements.

The Employer agrees that during the term of this Agreement, there shall be no lockouts, either total or partial. In the event the Employer shall receive notice of any Prohibited Actions, it shall be relieved of its agreement of no lockout.

46.2 EMPLOYEE OBLIGATIONS/CONSEQUENCES FOR VIOLATIONS

Any employee or employees who are alleged by the Employer to have engaged or participated in any of the prohibited actions described in Section 46.1 of this Article may be subject to immediate discipline, up to and including discharge.

46.3 UNION OBLIGATIONS IN IMPLEMENTING ARTICLE

The Union will actively discourage, and will take immediate action to prevent or terminate, any activity in violation of Section 46.1 of this Article during the term of this Agreement.

ARTICLE 47 — SUCCESSORSHIP

47.1 In the event of a merger, sale, closure, leasing assignment, acquisition, or other transfer of ownership, operation, or the bargaining unit work of the Employer or one of its patient care facilities where represented employees work, the Employer shall:

- a. Notify the Union in writing at least ninety (90) days prior to the effective date of any such action (If such notice is not feasible due to confidentiality obligations to a third party related to the aforementioned activities, the Employer may provide up to sixty (60) days' pay, in lieu of notice on a pro-rated basis, in consideration of the actual amount of notice given, whether or not such activity would result in loss of wages or compensation to the work force. In no case, though, shall the amount of notice actually given be less than thirty (30) days.); and
- b. Negotiate in good faith with the Union over the effects of such action.

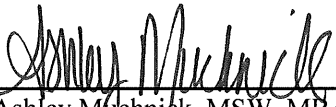
- 47.2 The Employer shall make every effort to secure agreement from any successor to honor this Agreement, and to hire all employees.
- 47.3 In the event that any full-time or part-time employee loses employment or chooses to leave employment as a result of the succession, the Employer shall pay severance, in a lump sum, according to the following schedule:

SERVICE	SEVERANCE
Less than 1 year	2 weeks' pay
At least 1 year but fewer than 2 years	4 weeks' pay
At least 2 years but fewer than 3 years	6 weeks' pay
At least 3 years but fewer than 4 years	7 weeks' pay
At least 4 years but fewer than 5 years	8 weeks' pay
At least 5 years but fewer than 7 years	9 weeks' pay
At least 7 years but fewer than 9 years	10 weeks' pay
At least 9 years but fewer than 10 years	11 weeks' pay
At least 10 years but fewer than 15 years	12 weeks' pay
At least 15 years	15 weeks' pay

ARTICLE 48 — TERM OF AGREEMENT

This Agreement shall be effective on September 19, 2024, and shall remain in full force and effect without change, addition, or amendment (unless mutually agreed to as provided for elsewhere in this Agreement) through September 19, 2027, and shall be renewed from year to year thereafter subject to reopening by either party upon ninety (90) days' written notice to the other party prior to September 19, 2027, or any September 19 thereafter.

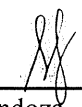
Rogers Memorial Hospital, Inc.



Ashley Muchnick, MSW, MBA
Chief Operating Officer

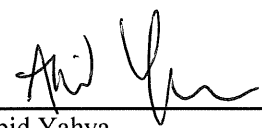
Date: 8/20/2025

National Union of Healthcare Workers



Sophia Mendoza
President, NUHW

Date: 8/22/25



Abid Yahya
Director, Hospital Division in Northern CA

Date: 8/22/25

NUHW BARGAINING COMMITTEE

Walnut Creek

Gabby Moretti
Behavior Specialist

Sara Maurer
Therapist 1

Brianna Webb Almanza
Therapist 1

Ashley Nazario
Therapist 1

Nastaran Amini
Therapist 2

Cassandra Reid
Behavior Specialist

Crystal Reid
Behavior Specialist

Angela Erbert
Clinic Assistant

Kelly Thistle
Therapist 2

Leslie Daniels
RN

Lucas Castle
Behavior Specialist

Samantha Read
Therapist 1

Matthew Chisek
Therapist 1

Rian Dixon
Behavior Specialist

Dylan Vallat
Behavior Specialist

Linnea Limon
Therapist 1

San Diego

Skyler Gibbens
Behavior Specialist

Shyna Grett
Behavior Specialist

Sommer Leitz
Behavior Specialist

Laurel Quinlan
Behavior Specialist

Maryanne Tyler
Therapist 1

Joelle Reyes
Behavior Specialist

Anthony Licciardone
Therapist 1

Los Angeles

Natalie Barbrie
Therapist 1

Bri Joseph
Therapist 1

Brian Michalko
Therapist 2

APPENDIX A – WAGE SCALES

Wage Scale effective 9/19/24

JOB TITLE	START	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years
Behavioral Health Technician I	25.00	25.75	26.52	27.32	28.14	28.98	29.85	30.75	31.67	32.62	33.60
Clinic Assistant	25.00	25.75	26.52	27.32	28.14	28.98	29.85	30.75	31.67	32.62	33.60
Clinic Assistant W Bachelor's	26.00	26.78	27.58	28.41	29.26	30.14	31.05	31.98	32.94	33.92	34.94
Behavioral Health Technician II	26.00	26.78	27.58	28.41	29.26	30.14	31.05	31.98	32.94	33.92	34.94
Behavioral Health Technician III	27.50	28.33	29.17	30.05	30.95	31.88	32.84	33.82	34.84	35.88	36.96
Education Specialist	27.00	27.81	28.64	29.50	30.39	31.30	32.24	33.21	34.20	35.23	36.29
Behavioral Specialist	28.00	28.84	29.71	30.60	31.51	32.46	33.43	34.44	35.47	36.53	37.63
Behavioral Specialist W Master's	36.00	37.08	38.19	39.34	40.52	41.73	42.99	44.28	45.60	46.97	48.38
Therapist 1	40.00	41.20	42.44	43.71	45.02	46.37	47.76	49.19	50.67	52.19	53.76
Therapist 2	47.00	48.41	49.86	51.36	52.90	54.49	56.12	57.80	59.54	61.32	63.16
Registered Nurse	53.00	54.59	56.23	57.91	59.65	61.44	63.28	65.18	67.14	69.15	71.23

Wage Scale effective the first full pay period after 9/19/25 (2.75% increase)

JOB TITLE	START	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years
Behavioral Health Technician I	25.69	26.46	27.25	28.07	28.91	29.78	30.67	31.59	32.54	33.52	34.52
Clinic Assistant	25.69	26.46	27.25	28.07	28.91	29.78	30.67	31.59	32.54	33.52	34.52
Clinic Assistant W Bachelor's	26.72	27.52	28.34	29.19	30.07	30.97	31.90	32.86	33.84	34.86	35.90
Behavioral Health Technician II	26.72	27.52	28.34	29.19	30.07	30.97	31.90	32.86	33.84	34.86	35.90
Behavioral Health Technician III	28.26	29.10	29.98	30.88	31.80	32.76	33.74	34.75	35.79	36.87	37.97
Education Specialist	27.74	28.57	29.43	30.31	31.22	32.16	33.13	34.12	35.14	36.20	37.28
Behavioral Specialist	28.77	29.63	30.52	31.44	32.38	33.35	34.35	35.38	36.44	37.54	38.66
Behavioral Specialist W Master's	36.99	38.10	39.24	40.42	41.63	42.88	44.17	45.49	46.86	48.26	49.71
Therapist 1	41.10	42.33	43.60	44.91	46.26	47.65	49.08	50.55	52.06	53.63	55.23
Therapist 2	48.29	49.74	51.23	52.77	54.35	55.98	57.66	59.39	61.18	63.01	64.90
Registered Nurse	54.46	56.09	57.77	59.51	61.29	63.13	65.03	66.98	68.99	71.05	73.19

Wage Scale effective the first full pay period after 9/19/26 (2.25% increase)

JOB TITLE	START	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years
Behavioral Health Technician I	26.27	27.05	27.87	28.70	29.56	30.45	31.36	32.30	33.27	34.27	35.30
Clinic Assistant	26.27	27.05	27.87	28.70	29.56	30.45	31.36	32.30	33.27	34.27	35.30
Clinic Assistant W Bachelor's	27.32	28.14	28.98	29.85	30.74	31.67	32.62	33.60	34.60	35.64	36.71
Behavioral Health Technician II	27.32	28.14	28.98	29.85	30.74	31.67	32.62	33.60	34.60	35.64	36.71
Behavioral Health Technician III	28.89	29.76	30.65	31.57	32.52	33.49	34.50	35.53	36.60	37.70	38.83
Education Specialist	28.37	29.22	30.09	31.00	31.93	32.88	33.87	34.89	35.93	37.01	38.12
Behavioral Specialist	29.42	30.30	31.21	32.15	33.11	34.10	35.13	36.18	37.26	38.38	39.53
Behavioral Specialist W Master's	37.82	38.96	40.13	41.33	42.57	43.85	45.16	46.52	47.91	49.35	50.83
Therapist 1	42.02	43.29	44.58	45.92	47.30	48.72	50.18	51.69	53.24	54.83	56.48
Therapist 2	49.38	50.86	52.39	53.96	55.58	57.24	58.96	60.73	62.55	64.43	66.36
Registered Nurse	55.68	57.35	59.07	60.85	62.67	64.55	66.49	68.48	70.54	72.65	74.83

Wage Scale effective the first full pay period after 9/19/27 (2% increase)

JOB TITLE	START	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years
Behavioral Health Technician I	26.79	27.59	28.42	29.28	30.15	31.06	31.99	32.95	33.94	34.96	36.00
Clinic Assistant	26.79	27.59	28.42	29.28	30.15	31.06	31.99	32.95	33.94	34.96	36.00
Clinic Assistant W Bachelor's	27.86	28.70	29.56	30.45	31.36	32.30	33.27	34.27	35.30	36.35	37.44
Behavioral Health Technician II	27.86	28.70	29.56	30.45	31.36	32.30	33.27	34.27	35.30	36.35	37.44
Behavioral Health Technician III	29.47	30.35	31.26	32.20	33.17	34.16	35.19	36.24	37.33	38.45	39.61
Education Specialist	28.93	29.80	30.70	31.62	32.57	33.54	34.55	35.59	36.65	37.75	38.88
Behavioral Specialist	30.01	30.91	31.83	32.79	33.77	34.78	35.83	36.90	38.01	39.15	40.33
Behavioral Specialist W Master's	38.58	39.74	40.93	42.16	43.42	44.72	46.07	47.45	48.87	50.34	51.85
Therapist 1	42.87	44.15	45.48	46.84	48.25	49.69	51.18	52.72	54.30	55.93	57.61
Therapist 2	50.37	51.88	53.43	55.04	56.69	58.39	60.14	61.94	63.80	65.72	67.69
Registered Nurse	56.80	58.50	60.26	62.06	63.92	65.84	67.82	69.85	71.95	74.11	76.33

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

MEDICAL – HDHP HIGH DEDUCTIBLE PLAN

	In-Network	Out-of-Network
Annual Deductible Per Calendar Year:		
<ul style="list-style-type: none"> Per Person Per Family 	\$2,000 \$4,000	\$4,000 \$8,000
Annual Out-Of-Pocket Maximum:		
<ul style="list-style-type: none"> Single Coverage Family Coverage Individual Embedded Out of Pocket Note: Medical And Pharmacy Expenses Are Subject To The Same Out-Of-Pocket Maximum.	\$4,000 \$8,000 \$4,000	\$10,000 \$18,000 \$10,000
Emergency Room / Emergency Physicians		
<ul style="list-style-type: none"> Paid By Plan After Deductible 	80%	80%
Physician Office Visit		
<ul style="list-style-type: none"> Paid By Plan After Deductible 	80%	60%
Mental Health, Substance Use Disorder And Chemical Dependency Benefits:		
Office Visit:		
<ul style="list-style-type: none"> Paid By Plan After Deductible 	80%	60%

MEDICAL – PPO SILVER PLAN

	In-Network	Out-of-Network
Annual Deductible Per Calendar Year: <ul style="list-style-type: none"> Per Person Per Family 	\$1,000 \$2,000	\$2,000 \$4,000
Annual Out-Of-Pocket Maximum: <ul style="list-style-type: none"> Per Person Per Family Note: Medical And Pharmacy Expenses Are Subject To The Same Out-Of-Pocket Maximum.	\$4,500 \$9,000	\$9,000 \$18,000
Emergency Room/Emergency Physicians <ul style="list-style-type: none"> Co-pay Per Visit (Waived if Admitted as inpatient within 24 hours)	\$200	\$200
Paid by plan after In-Network Deductible	80%	80%
Physician Office Visit <ul style="list-style-type: none"> Paid By Plan After Deductible 	80%	50%
Mental Health, Substance Use Disorder And Chemical Dependency Benefits: Office Visit: <ul style="list-style-type: none"> Paid By Plan After Deductible 	80%	50%

MEDICAL - PPO GOLD PLAN

	In-Network	Out-of-Network
Annual Deductible Per Calendar Year: <ul style="list-style-type: none"> Per Person Per Family 	\$500 \$1,000	\$1,000 \$2,000
Annual Out-Of-Pocket Maximum: <ul style="list-style-type: none"> Per Person Per Family Note: Medical And Pharmacy Expenses Are Subject To The Same Out-Of-Pocket Maximum.	\$3,000 \$6,000	\$6,000 \$12,000
Emergency Room/Emergency Physicians <ul style="list-style-type: none"> Co-pay Per Visit (Waived if Admitted as inpatient within 24 hours)	\$200	\$200
Paid by plan after In-Network Deductible	80%	80%
Primary Care Physician Office Visit <ul style="list-style-type: none"> Co-pay Per Visit Paid By Plan After Deductible 	\$20 100% (Deductible Waived)	Not Applicable 50%
Specialist Office Visit <ul style="list-style-type: none"> Co-pay Per Visit Paid By Plan After Deductible 	\$30 100% (Deductible Waived)	Not Applicable 50%
Mental Health, Substance Use Disorder And Chemical Dependency Benefits: Office Visit: <ul style="list-style-type: none"> Co-pay Per Visit Paid By Plan After Deductible 	\$20 100% (Deductible Waived)	Not Applicable 50%

DENTAL PLAN

Dental Benefits	Standard Plan	Plus Plan
Network	PPO, Premier or Non-Network Dentist (currently Delta Dental)	
Annual Deductible:		
Single	\$50	\$50
Family	\$150	\$150
Benefit Annual Maximum	\$1,250	\$2,000
Coinsurance:		
Diagnostic and Preventative (Exams, Cleanings, X-rays)	100%	100%
Basic Restorative* (Fillings, Extractions, Perio & Endodontics)	80%	80%
Major Restorative* (Crowns, Bridges, Implants)	50%	50%
Child Orthodontia (Dependents up to age 19)	50% to \$1,500 Individual Lifetime Max	50% to \$2,000 Individual Lifetime Max
*Deductible Applies		

VISION PLAN

Type of Service	Standard Plan	Premium Plan
Exam	\$20 for exam and glasses	\$20 for exam and glasses
Lenses: Single/Bifocal/Trifocal	100%	100%
Lens Enhancements	Standard progressive lenses—\$55 Premium progressive lenses—\$95-\$105 Custom progressive lenses—\$150-\$175	Standard progressive lenses—\$55 Premium progressive lenses—\$95-\$105 Custom progressive lenses—\$150-\$175
Frames	\$150 allowance for a wide selection of frames \$170 allowance for featured frame brands 20% savings on the amount over your allowance	\$200 allowance for a wide selection of frames \$220 allowance for featured frame brands 20% savings on the amount over your allowance \$110 Walmart®/Sam's Club®/Costco® frame allowance
	\$150 allowance	\$200 allowance
	\$150 allowance	\$200 allowance
Coverage Includes:	<ul style="list-style-type: none"> • Eye Exam- a fully covered Exam • Eyewear- use your frame and lens allowance toward ready-made: • Non-prescription sunglasses or • Non-prescription blue light filtering glasses 	
Frequency	12 Months exam / 12 months lenses / 24 months frames	

APPENDIX C — MEMORANDUM OF UNDERSTANDING RE CHANGE TO STAFF HOURS FOR PM IOP IN WALNUT CREEK

This memorandum is not precedent-setting.

Change to Staff Schedules

- Simone Kertesz and Kelly Thistle will work from 10:00am-4:30pm.
- Crystal Reid will work from 10:00am-4:30pm.
- Kieutram Nguyen will work five (5) days per week, eight (8) hours per shift, from 9:00am-5:30pm. One shift per week will be virtual, generally the same day each week as coordinated with her supervisor. Her work duties will be coordinated with appropriate staff ahead of her virtual day each week.

Change in Group Schedule

- The Adult OCD/Anxiety group will move from 12:30-1:30pm to 10:15-11:15am.

IOP Program and Patients

- The IOP Program will run from 12:30 to 3:30pm.
- The IOP staff will run the Adult OCD/Anxiety group at 10:15-11:15am.

Supplies

- In compliance with HIPAA, to protect patient health information, the Employer will provide a sufficient number of locked cabinets for patients to store their PHI in shared rooms.