

MEMORANDUM OF UNDERSTANDING

between



**UNION OF AMERICAN
PHYSICIANS & DENTISTS**

and the



**GARDNER
HEALTH SERVICES**

effective

July 01, 2022 through June 30, 2025

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GADNER HEALTH SERVICES and UAPD

Memorandum of Understanding

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**UNION OF AMERICAN PHYSICIANS AND DENTIST MEMORANDUM
OF UNDERSTANDING FOR PROFESSIONAL EMPLOYEES OF
GARDNER HEALTH SERVICES**

PREAMBLE

This agreement is made and entered between the Gardner Health Services, hereinafter referred to as the Employer and the Union of American Physicians and Dentists, hereinafter referred to as the Union for its Professional Unit as defined in Section 1, Recognition.

SECTION 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all full and regular part-time professional employees in the following classifications: Dentists, Nurse Practitioners (NPs), Optometrists, Physicians, Physician Assistants (PAs), and Podiatrists, also listed in attached Appendix A, which is incorporated by reference into this agreement. The classification listed in Appendix A and subsequent agreed upon additions thereto or deletions therefrom shall constitute the appropriate unit.
- 1.2 The Employer is defined as all present and future facilities which employ classifications listed in Appendix A, which are under the management and operational control of the Employer.
- 1.3 The Employer and the Union agree that the exclusive method for resolving differences regarding this Section shall be negotiation and if negotiation is unsuccessful then the parties agree to submit such differences for unit clarification to the National Labor Relations Board.
- 1.4 For purposes of this agreement, a full-time professional employee is defined as one in a classification referenced in Section 1.1, above who is employed to work forty (40) hours per week. A regular part-time professional employee is defined as one in a classification referenced in Section 1.1, above, who is employed to work at least eight (8) hours per week.

SECTION 2 – NO DISCRIMINATION

- 2.1 The Employer agrees not to discriminate against any employee because of membership in the Union, or because of any activities on behalf of the Union. The Union agrees not to discriminate against any employee because of lack of Union membership or lack of activities on behalf of the Union.
- 2.2 Neither the Employer nor the Union shall unlawfully discriminate against any employee or applicant for employment on account of race, color, religion, national origin, ancestry, sex, sexual orientation, marital status, physical or mental disability, medical condition, age, or other protected category under applicable law.

SECTION 3 – UNION SECURITY

- 3.1 Each new professional employee hired subject to this Agreement will receive a copy of this Agreement within their first thirty (30) days of their employment.
- 3.2 All professional employees covered by this Agreement, shall, as a condition of employment, become members of the Union, with thirty-one (31) calendar days following the beginning date of their employment, and remain members while employed by the employer. Membership in good standing means that the employed member tenders periodic dues as uniformly required by the Union as a condition acquiring or retaining membership. Employees who fail to comply with this requirement shall be discharged by the Employer within two weeks after written notice to the Employer from the Union, subject to the provisions of law.
- 3.3 The Employer agrees to deduct Union membership dues during the first pay period of each month from the paychecks of professional employees who have submitted a signed authorization form to the Employer. The Employer will remit to the Union all dues deducted together with a written list of professional employees for whom such deductions have been made within ten (10) working days from the date they are deducted.
- 3.4 The Union shall indemnify and hold the Employer harmless against any and all suits, claims, demands, and liabilities that may arise out of or by reason of action taken by the Employer for the purpose of complying with any of the provisions of this Section.

SECTION 4 – UNION RIGHTS

- 4.1 The Employer agrees to recognize professional employees who are designated by the Union as site representatives and identified UAPD Representative(s) as authorized representatives for the Union. In November of each year, the Union will provide to the Director of Human Resources a list of the names of any professional employees designated by the Union as site representatives, not to exceed one (1) per site, plus one (1) at large alternate. The Union will also confirm to the Director of Human Resources the identity of any UAPD Representative(s) authorized to represent the Union in matters pertaining to the administration of the provisions in this Agreement. The Union will subsequently notify the Director of Human Resources in a timely manner of any changes in the list, for any reason.

4.1 (a) UAPD Elected Board Member

The Employer agrees to provide twenty (20) hours of paid time off, each calendar year, to one (1) employee elected to the UAPD Executive Board. This time off will be used to conduct Executive Union business. UAPD agrees to provide the employer with reasonable advance notice of the Union's Executive Board meeting schedule. This right is in addition to all Union Rights under Section 4 of this agreement.

- 4.2 The UAPD Staff Representative shall not be denied reasonable access to the employer's premises, except areas where access is prohibited by law, disruptive of patient services, or a violation of patient confidentiality, and provided that a minimum of three (3) hours advance notice is given to the employer.

- 4.3 The Union shall have access to bulletin board/s, designated by the Employer, and the employer's mail routing system for dissemination of the Union information.
- The Union shall assume full responsibility for all material that it authorizes for posting and/or mailing. A copy of all posted material shall be given to the Human Resources Department prior to the time of posting and/or mailing. Should a problem arise regarding the content of the posted material, a union/management meeting will be held as soon as possible to discuss it. The Employer may remove postings pending the outcome of the meeting.
- 4.4 The Union will notify the Employer of any meetings which will involve the participation of professional employees during their regularly scheduled work hours. Subject to the approval of the Employer, no professional employee will suffer loss of any regular pay for being absent from work while participating in any agreed upon meetings or contract negotiations.
- 4.5 Except in an emergency, the Employer will provide a minimum of three (3) hours advance notice to any professional employee required to attend a meeting with a supervisor, when such a meeting will involve questioning which may lead to disciplinary action. The professional employee will be entitled to have Union representation present at such a meeting.
- 4.6 During the work day, site representatives may receive and discuss complaints and grievances on the work site premises only during breaks, lunch periods, or during work hours at times when the patient services will not be disrupted. Upon the request of a professional employee covered by this Agreement, a Site Representative or UAPD Staff Representative may be present at disciplinary and grievance meetings.
- 4.7 As per Section 4.4 above, no professional employee designated as a Representative of the Union will suffer loss of any regular pay for being absent from work while participating in a disciplinary or grievance meeting.
- 4.8 The Union and the Employer shall share equally the cost involved in the printing of this Agreement.

SECTION 5 – MANAGEMENT RIGHTS

The Employer and the Union agree that the Employer shall have and retain all the customary and usual rights, powers, functions, and authority to discharge its obligations. The rights, powers, and authority that the Employer had prior to the execution of this Agreement are expressly retained by the Employer, except as modified by this Agreement or by any supplemental Agreement(s) arrived at through the process of collective bargaining. The reserved rights of management shall not be subject to the grievance and arbitration provisions of the Agreement, nor shall the Employer be required to bargain regarding the exercise of any of the reserved rights of management during the term of this Agreement except as required by Agreement's expressed terms.

The Employer and the Union further agree that, except as otherwise limited by this Agreement, the Employer shall retain the right to hire, evaluate, promote, lay off, discipline, discharge, set work schedules, make work assignments, designate site locations, and otherwise direct and control its operations consistent with its mission. In this regard, it is also agreed that the Employer may make such reasonable rules and regulations, not in conflict with this Agreement, as it may deem appropriate from time to time for the purposes of maintaining order, safety and/or effective operation of its facilities, and after advanced notice

to the Union and to the employees, to require compliance with such reasonable rules and regulations by professional employees in the unit.

In the event that the Employer decides to subcontract any service or program performed by professional employees covered by this Agreement, and if such contracting will result in a loss of jobs by employees covered by this Agreement, the Employer shall offer to bargain with the Union over the effects of such loss of jobs prior to implementation.

SECTION 6 – E/PERC

- 6.1 At the initiation of either the Employer or the Union, a joint Employee Relations Conference may be requested at any time. The party initiating the request will identify the agenda items proposed to be discussed. Conferences will generally be used for the purpose of providing a forum to review and discuss subjects of mutual concern, or as appropriate to develop plans of action on subjects which include, but are not limited to:
- Assurance of professional standards
 - Scope of practice
 - Staffing
 - Optimum patient care
 - Other topics where there is a recognized joint responsibility to provide quality medical care
- 6.2 The party of whom the request for a conference is made will acknowledge and respond to the request as soon as possible, but not later than two (2) weeks from the date the request was received. Agenda items requested by either party are subject to the mutual agreement of both parties. The parties agree that Employee Relations Conferences as described in this section are not intended as a forum to discuss grievable or negotiable issues.
- 6.3 At the time that any Employee Relations Conference is scheduled, the Union and the Employer will identify to each other who will be attending to represent their respective sides. The Employer is responsible for setting the time and place of the conference.
- 6.4 Any employee, including a Site Representative, who attends a scheduled Employee Relations Conference, pursuant to this provision, will suffer no loss of regular pay for hours absent from work while attending the conference.

SECTION 7 – EMPLOYMENT STATUS

- 7.1 Professional employees, as defined in Section 1, will serve an initial probationary period of three (3) months, following appointment to a classification described in Section 1. The purpose of the probationary period is to determine if the professional employee can succeed in the employment environment of the Employer. The Employer shall evaluate the performance of the professional prior to the conclusion of the three (3) month probationary period. Based on the evaluation, the employer will determine whether the professional employee has completed the probationary period successfully.
- 7.2 When a professional employee has completed the probationary period successfully,

the Employer will endeavor to confirm in writing that the probationary period is concluded and that the professional employee has attained regular employment status.

- 7.3 The Employer may terminate the employment of a professional employee during the initial three (3) month probationary period, or any extended probationary period as described below, at any time for any reason. Such terminations during the probationary period will not be subject to any review or grievance appeal procedures.
- 7.4 When the Employer determines that a professional employee has not successfully completed the initial three (3) month probationary period, but that termination is not warranted, the Employer may extend probationary period for up to an additional three (3) months, provided that the Employer gives written notification to both the Union and the probationary employee prior to the conclusion of the initial three (3) months. Any extension of probationary status beyond the initial six (6) months of employment – i.e., the combined total of the initial three (3) months plus the maximum of an additional three (3) months – requires the written agreement of both the Union and the Employer.
- 7.5 A professional employee who is neither terminated by the Employer pursuant to Section 7.3 above, nor extended in probationary status by the Employer, pursuant to Section 7.4 above, is deemed to have completed the probationary period successfully and to have attained regular employment status. Similarly, a professional employee in an extended probationary status is deemed to have completed the extended probationary period and to have attained regular employment status unless terminated or notified of further extension prior to the expiration of the extended period.
- 7.6 Temporary, Interim, or Per Diem professional employees are not subject to the provisions of this section or any other parts of the Agreement, except for Sections 7.7 and 7.8 below. Temporary employees are defined as those performing work regularly and customarily performed by regular professional employees of a temporary nature. Interim professional employees are defined as those substituting for absent regular professional employees (e.g. on extended paid vacation or approved leave of absence).
- 7.7 The Employer and the Union agree that the Employer may request and the Union may concur to extend that appointment of a temporary professional employee beyond three (3) months, provided that the request and the concurrence are confirmed in writing. Absent such agreement, a temporary professional employee, upon completion of three (3) months employment, will be deemed to have completed a probationary period successfully and, if continued will have attained regular non-probationary employment status.
- 7.8 The Employer and the Union agree that the Employer may hire any interim professional employee for up to three (3) months. The Employer and the Union agree that the Employer may hire an interim professional employee for more than three (3) months, provided that the Employer notifies the Union in writing of the duration and the reason at the time the interim professional employee is appointed. The Employer may request and the Union may concur to extend otherwise the appointment of an interim professional employee, provided that the request and the concurrence are confirmed in writing. Absent such agreement, an interim professional employee, upon completion of three (3) months employment, or as applicable, upon completion of an interim term designated as longer than three (3) months will be deemed to have completed a probationary period successfully and if continued will have attained

regular non-probationary employment status. This section is subject to Section 7.2 above.

SECTION 8 – ASSIGNMENT IN A HIGHER CLASSIFICATION

- 8.1 When the employer designates a professional employee as “acting” in a management role to perform work assignments in a higher classification, the professional employee shall receive supplemental compensation of five percent (5.0%) for the entire period of time spent performing in the acting assignment.
- 8.2 Supplemental compensation for working in an acting assignment shall be paid in the same pay period that the higher level of work is performed, whenever possible. Otherwise, supplemental compensation shall be paid in the pay period immediately following the pay period during which the higher level of work is performed.

SECTION 9 – HOURS OF WORK

- 9.1 The standard work day shall be eight (8) hours, and the standard work week shall be (40). The Employer may employ professional employees on a part-time basis. With the consent of the Union, the Employer and the employee may agree to an alternative work week such as a 4-10-40 schedule.
- 9.2 The Employer recognizes that patient charting, department and committee meetings, and other administrative duties are part of the standard work week for professional employees. For every four (4) hour shift worked, thirty (30) minutes of charting time will be provided during the work day. If additional patient free time is needed, over and above that which has been provided by the Employer, for case management (e.g. assigned supervision of NPs/PAs, referral follow-up, and other patient related activities), such additional time may be allotted if requested by the employee and approved by the Employer.
- 9.3 Professional employees who perform work as required, by the Employer beyond their standard work day, work week, and who remain at work to cover in a medical emergency or other urgent matter, will be paid on an hour per hour straight time basis.
- 9.4 Professional employees who work a full day shall be allowed a sixty (60) minute lunch period, which will exclude any work assignments. The employee may request a shorter lunch period in order to shorten or to lengthen the work day. Such requests are subject to approval by the Employer.
- 9.5 Except in any emergency situation, the Employer agrees to give employees at least fourteen (14) calendar days of advance written notice of proposed changes to the work day or the work week. If requested by the Union, the Employer will negotiate with the Union over the effects of any such proposed changes. The Employer and the Union agree that this provision is not intended to apply to temporary changes in individual schedules as may be necessary to cover for absences.
- 9.6 If overtime charges of an individual provider are inconsistent with other providers of the same specialty, the Chief Medical Officer/Medical Director, Coordinator, or designee, may deny overtime compensation and may require “prior approval” for all future overtime compensation.

- 9.7 If an employee is assigned a temporary work schedule of increased weekly hours for a period that exceeds thirty (30) calendar days, the employee shall accrue benefits for the new level of hours worked effective not later than the beginning of the thirtieth (30th) day of the new schedule. Benefit accrual will not exceed that of a 100% FTE. Not later than the thirtieth (30th) day of the new schedule, the employer shall provide written confirmation to the employee, with a copy to the Union. Such written confirmation will confirm whether the change is intended as permanent, indefinite, or for an extended temporary duration. If the change is intended to be for an extended temporary duration, the notice will stipulate the anticipated end date. Within fifteen (15) days of receipt of such notification, the Union may request to meet and confer with the employer concerning the changed schedule. The employer will honor any such timely request from the Union.

SECTION 10 – HOLIDAYS

- 10.1 The Employer will observe the following holidays for all regular professional employees, who work 50% FTE or more. **Holidays shall be prorated for employees working less than 50% FTE.** Regular Professional Employees will receive their regular rates of pay for the number of hours normally scheduled to work on the day of the week that the holiday falls.

In addition to the holidays listed above, twelve (12) hours of floating holidays are to be scheduled by mutual agreement of the employee and supervisor and taken within the fiscal year. Employees shall have the primary responsibility to schedule and take their floating holidays. Supervisors shall make a reasonable effort to accommodate floating holiday requests. When a written request for a floating holiday is submitted, the Supervisor shall respond in writing within fourteen (14) calendar days or shall schedule the floating holidays as requested by the employee. Any unused floating holidays shall be cashed out every January of the following year.

Floating holidays will be allocated and used on a calendar year basis. Part-time employees shall be entitled to 8 hours of floating holidays.

- New Year's Eve (half day, after four (4) hours worked)
- New Year's Day (January 1st)
- Memorial Day
- Independence Day (July 4th)
- Labor Day • Thanksgiving Day • Day after Thanksgiving
- Christmas Eve (half day, after four (4) hours worked)
- Christmas Day (December 25th)
- Personal Day off (a float holiday used at the employee's discretion, subject to Supervisor approval)
- Employee's Birthday (a float holiday used at the employee's discretion, subject to Supervisor approval)

- 10.2 The employer will confirm to the Union, at least once annually, the days and dates of observance of the holidays listed above. Generally, holidays which fall on a Saturday will be observed on the preceding Friday and holidays which fall on a Sunday will be observed on the following Monday; however, the employer reserves the right to designate a day other than Friday or Monday should the need arise.

- 10.3 If a recognized holiday occurs during a period of a regular employee's approved vacation, the employee will receive pay which shall be considered holiday pay rather than charged to the employee's accrued vacation.
- 10.4 A full-time regular employee may take comparable time off as a paid holiday, not to exceed eight (8) hours, at a time mutually agreed upon by the Employer, in exchange for a holiday which falls on his or her regularly scheduled day off, or, he or she may receive an additional eight (8.0) hours of pay. An eligible part-time employee will receive pay for a number of hours equal to his or her percentage of FTE multiplied by eight (8.0), in exchange for a holiday which falls on his or her regularly scheduled day off. **For part-time employees who are regularly scheduled to work on a holiday that employee shall receive their normal scheduled rate of pay for the hours regularly scheduled to work.** In the case of "half" holidays, (e.g. New Year's Eve, Christmas Eve), a part-time employee will receive pay for a number of hours equal to his or her percentage of FTE multiplied by four (4.0), in exchange for a "half" holiday which falls on his or her regularly scheduled day off. A part-time employee who is scheduled to do work on a "half" holiday will receive his or her regular pay, recorded as holiday pay, for any hours scheduled but missed due to the employer's observance of the "half" holiday.
- 10.5 A regular employee who is required to work on a holiday may take the same number of hours off as holiday pay on another day mutually agreed upon in writing.
- 10.6 An employee who is on unpaid status (e.g. an unpaid leave of absence) will not receive holiday pay or alternate time off for a recognized holiday which falls during the period of unpaid status.

SECTION 11 – GRIEVANCE PROCEDURES

11.1 Introduction

This section is intended to establish a process by which grievances, as defined herein, may be resolved in an expeditious and orderly manner.

11.2 Definition

A grievance is defined as and is limited to an allegation by a professional employee, a group of professional employees, or the Union acting on behalf of one or more professional employees, with respect to any or all of the following:

- 1) That the employer has failed to implement a condition of employment as specified in this collective bargaining agreement, or the policies, procedures, rules and regulations of the Employer or any department or division of the Employer which are incorporated into the collective bargaining agreement or its appendices.
- 2) Any condition of representation as specified within the National Labor Relations Act, as amended.
- 3) Any problem or question of interpretation on issues within the definitions contained above.

11.3 Definition of a working day:

A working day, for purposes of this section, is any period of twenty-four (24) hours, excluding Saturdays, Sundays, and holidays.

11.4 Filing of Grievances

All grievances shall be filed and processed as follows.

11.5 **Informal Discussion**

Any professional employee having a grievance shall first discuss it with his or her immediate supervisor, in an effort to resolve the issue(s) in an informal manner.

11.6 **STEP ONE – Immediate Supervisor**

If the professional employee is not satisfied with the response of the immediate Supervisor, he or she shall have the right to consult with and be assisted by a UAPD Representative. The Union, on behalf of the professional employee, may pursue the grievance further by submitting it in writing to the immediate supervisor within twenty (20) working days of the action (or inaction) on the part of the Employer which gave rise to the grievance, or within ten (10) working days of the response of the immediate supervisor in Section 11.5, whichever is later. Such written grievance shall contain the following:

1. Clear statement of the nature of the grievance.
2. The contract section(s) in question.
3. The date of the occurrence of the action upon which the grievance is based.
4. The proposed resolution to the grievance.
5. The date of the execution of the grievance letter.
6. Signature(s) of the grievant and/or of the Union Representative.

The immediate supervisor shall, within five (5) working days, schedule a review meeting with the professional employee and the UAPD, and the Director of Human Resources (or his or her designee) to discuss the issue(s) serving as the basis for the grievance. The immediate supervisor shall issue a written decision in response to the grievance not later than ten (10) working days following the grievance review meeting. If more than one (1) review meeting is required at Step One, the written response will be due within ten (10) working days following the last review meeting

11.7 **STEP TWO – Chief Executive Officer**

If the written decision at Step One is not satisfactory to the grievant or to the UAPD representative, then the UAPD representative may appeal the grievance to a second step. To appeal the decision to Step Two, the UAPD must submit the grievance in writing to the Chief Executive Officer (his/her designee) within ten (10) working days of receipt of the written decision at Step One. The Chief Executive Officer, or his or her designee, shall, within ten (10) working days of receipt of the grievance appeal, schedule a review meeting of the parties involved at Step One to review and discuss the issue(s) serving as the basis for the grievance. The Chief Executive Officer, or his or her designee, shall issue a written decision in response to the grievance appeal, not later than ten (10) working days following the grievance review meeting in Step Two. If more than one (1) review meeting is required at Step Two, the written response will be due within ten (10) working days following the last review meeting.

11.8 **STEP THREE – Board of Review**

If the written decision of the Chief Executive Officer (or his or her designee) is not satisfactory to the Union, then the Union may request a hearing before a Board of Review within ten (10) working days after receipt of the written decision at Step Two. The Board of Review shall consist of three (3) members and shall include: one (1) member appointed by the Union; one (1) member appointed by the Network; and one

(1) member appointed by the GHS Board of Directors. The Board of Review shall endeavor to hear the case as quickly as possible, but shall schedule the hearing no later than thirty (30) calendar days from the date of request.

The Board of Review shall issue a written decision, not later than ten (10) working days following the hearing. If more than one (1) meeting is required to complete the hearing at Step Three, the written response will be due within ten (10) working days following the last meeting.

11.9

STEP FOUR – Final and Binding Arbitration

If the written decision of the Board of Review Chief Executive Officer (his/her designee) is not satisfactory to the Union, the Union may submit the grievance to final and binding arbitration. To submit the grievance to final and binding arbitration, the Union must notify the Chief Executive Officer in writing to this effect, within ten (10) working days following receipt of the written decision at Step Three. Within ten (10) days of receipt of the notice from the Union to submit the grievance to final and binding arbitration, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree on an arbitrator, either party may request a list of five (5) names from the American Arbitration Association (AAA). Each party shall alternately strike one (1) name until an arbitrator is selected. The right to strike the first name shall be determined by lot and the parties shall alternatively strike one (1) name from the list until only one (1) name remains. The remaining panel member shall be the arbitrator.

The arbitrator shall conduct a hearing at which he/she will hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree on the issue to submit, the arbitrator shall determine the issues.

The Employer and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provisions or provision of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the Employer to do an act prohibited by law.

After a hearing and after both parties have had an opportunity to file post hearing briefs, the arbitrator shall submit in writing to all parties his/her findings and recommended award. The award of the arbitrator shall be final and binding on both parties and on any affected bargaining unit employee.

All expenses for the arbitration shall be paid equally by the Employer and the Union, including the cost of a court reporter, except that each party shall be responsible for the expenses of its own attorney, witnesses, and transcripts.

11.10

Time Limits

The parties agree that the time lines and time limits set forth above in this section may be extended or amended by the mutual agreement of both parties. Absent an agreement to extend or modify time limits, the failure of the Employer to respond within the time limits established shall constitute a denial and shall entitle the Union to advance the grievance or the appeal to the next step of the process. The failure of the Union to process a grievance or an appeal within the time limits set forth above shall

constitute a waiver of the right to advance the grievance further in the steps of the process.

SECTION 12 – DISCIPLINARY PROCEDURES

- 12.1 The Employer may discipline regular professional employees pursuant to the procedures described herein. These procedures are not applicable to non-regular professional employees as described in Section 7 of this agreement.
- 12.2 **Sufficient Cause for Action**
The Employer may dismiss, suspend, or demote a professional employee for cause. An employee subject to such discipline shall receive a written notice of the intent to discipline prior to the proposed action. A notice of proposed disciplinary action shall contain a written statement in ordinary and concise language noting the specific acts and omissions upon which the disciplinary action is to be based, a statement of the cause for the action to be taken, and if it is claimed that an employee has violated a provision of the collective bargaining agreement, or a rule or regulation of the Employer, such citation of the section, rule, or regulation shall be contained in the notice.
- 12.3 After receipt of notice of intent to discipline, the employee shall be provided an opportunity to meet with the manager recommending such discipline, to present reason(s) why the recommended discipline should not be imposed. The employee of the Union must request such a pre-disciplinary meeting within five (5) working days of receipt of the notice of intent to discipline. The employee shall be entitled to union representation in the pre-disciplinary meeting. The pre-disciplinary meeting shall be scheduled by the Employer within ten (10) working days following the written request of the employee or the employee's union representative. Prior to the pre-disciplinary meeting, the manager shall provide the employee and the union with any written documentation serving as the basis for the proposed discipline. The manager recommending discipline may withdraw the recommendation to discipline or proceed with the recommended action by providing the employee and the employee's union representative his or her written decision within five (5) days following the pre-disciplinary meeting.
- 12.4 Thereafter, if the employee (or the Union) elects to appeal the decision of the manager, the appeal shall be processed beginning at Step Two of the grievance procedures set forth in Section 11 of this Agreement.
- 12.5 In the event of gross misconduct on the part of an employee, the Employer may impose a temporary suspension pending a disciplinary decision. The Employee may be suspended with or without pay, pending a final decision, such as would normally be made pursuant to a pre-disciplinary meeting. If the temporary suspension has been without pay, then the employer, in deciding upon any disciplinary action, will also determine whether any part of the temporary suspension is to be converted to time with pay. This decision is subject to appeal by the employees or by the Union through the grievance procedure, as set forth in Section 11 of the agreement. For purposes of this section, "gross misconduct" includes but is not limited to theft, embezzlement, fighting, illegal drug use, illegal distribution of drugs at work, or conduct which jeopardizes the safety or welfare of patients, visitors, or other employees of the Network.

- 12.6 Written or verbal warning may be appealed only through Step Two of the grievance procedure.
- 12.7 Any professional employee has the right to place in his or her personnel file, a written response to verbal or written warnings. Written warnings or written notification of verbal warnings shall be removed from a professional employee's personnel file and may not be relied on for further disciplinary action after two (2) years from the date of issuance of the discipline, provided that no further disciplinary action for related activity or misconduct has been issued in the two (2) year period.

SECTION 13 – LAY OFF

- 13.1 The Employer may lay off professional employees for lack of work or lack of funds. The Employer will notify the Union when it determines that it will be necessary to lay off any professional employee(s), and will give as much advance notice as possible. The Employer will convene a meet and confer session with the Union to discuss the basis for any proposed layoffs, and to identify any professional employees that may be affected. The meet and confer session must occur prior to the issuing of formal notice of layoff to any affected professional employee(s).
- 13.2 Prior to the meet and confer session with the Union, the Employer will provide an updated seniority list of professional employees in the appropriate and affected unit(s), indicating name, classification, specialty, site location, and date of employment. For purposes of this section, employees shall maintain, but not increase seniority during any period of time covered by approved unpaid leave of absence. Employment will be deemed to be continuous for any period(s) of time covered by use of paid leave (i.e. vacation, sick leave, and holiday).
- 13.3 The Employer will make every effort to provide as much advance notice as possible to any professional employee(s) to be laid off, or who in a layoff situation may be subject to having hours of work reduced. In every case, however, the employer will provide to any affected employee(s) a minimum of two (2) weeks written notice, or two (2) weeks' pay in lieu of notice, or a combination of notice and pay in lieu of notice totaling a minimum of two (2) weeks.
- Any professional employee who has received written notification of layoff, and who subsequently resigns prior to the projected date of layoff contained in the written notification, shall receive pay through the projected layoff date, not to exceed two (2) weeks.
- 13.4 Prior to implementing any proposed reduction of hours or layoff of any professional employee(s) covered by this Agreement, the Employer will first release extra help on its payroll – e.g. temporary, intermittent, or other non-bargaining unit employees performing work that is customarily done by professional employees in the affected classification(s).
- The selection of any professional employee(s) to be laid off or to have hours of work reduced will be based on least seniority as defined by most recent date of hire in continuous employment; provided, however, that the Employer may select more senior professional employee(s) to be laid off in order to ensure that the professional

employees who are continuing in the affected classification(s) have the necessary skills, abilities, and quality of performance to perform the work which remains. If the Employer decides to lay off or to reduce the hours of a more senior employee in a professional classification while maintaining the employment and/or schedule of a less senior employee in the same classification, the burden of proof for such a decision must be borne by the Employer, and the Employer will provide an explanation to the Union and to the affected professional employee of the basis for that decision. If the Union deems that the Employer has not met its burden of proof, the layoff decision may be submitted to the grievance procedure set forth in Section 11 of the Agreement.

Any professional employee(s) laid off pursuant to this section shall have his or her name placed on a re-employment list for twelve (12) months following the effective date of layoff. The Employer shall notify employees whose names are on the re-employment list, in order of seniority, when vacancies occur within the twelve (12) month period, in the classification(s) from which they were laid off. Any professional employee who is so notified, and who declines an offer of re-employment, will have his/her name removed from the re-employment list.

SECTION 14 – PERFORMANCE EVALUATIONS

Probationary Period Performance Review

- 14.1 A professional employee shall receive a performance review conducted by the Chief Medical Officer/Medical Director prior to the conclusion of the employee's probationary period for the purpose of completing the performance evaluation.
- 14.2 The charts of nurse practitioners and physician assistants shall be reviewed and co-signed by a supervising physician during the probationary period. For purpose of completing the performance evaluation prior to the end of the employee's probationary period, a formal chart review of ten (10) patient records shall be conducted by the supervising physician(s) at or about the thirtieth (30th) and sixtieth (60th) day of employment.
- 14.3 For purposes of completing the performance evaluation prior to the end of the employee's probationary period, for physicians, dentists, and optometrists, chart reviews of ten (10) patient records shall be conducted at or about the thirtieth (30th) and Sixtieth (60th) day of employment by a professional in the same field, as designated by the employer, or by the Chief of the department.
- 14.4 The Chief Medical Officer/Medical Director shall utilize the recommendations from the aforementioned chart reviews to assess the clinical performance of the professional employee. The Chief Medical Officer/Medical Director may use input from non-clinical personnel to assess non-clinical areas of a professional employee's performance.
- 14.5 The written review shall be shared and discussed with the professional employee who will be asked to sign the form as verification that the review has taken place. Should the professional employee refuse to sign the form, the supervisor and one other witness shall note that fact on the form, and each shall sign the note. The form shall be maintained in the employee's personnel file.

Annual Performance Evaluations

- 14.6 Each professional employee shall receive a written performance evaluation at least once a year on the anniversary date of employment. The Chief Medical Officer/Medical Director shall conduct the performance review. The purpose of the performance evaluation is to review performance for the prior year and to set goals for the next year. The supervising physician of the nurse practitioner or physician assistant will provide a recommendation to the chief of the clinical service on an annual basis to be incorporated into the yearly evaluation of the NP/PA.
- 14.7 The evaluation shall be discussed between the professional employee and the Chief Medical Officer/Medical Director. The professional employee shall be provided a copy of the evaluation, and the original shall be maintained in the employee's personnel file.
- 14.8 The professional employee may elect to provide a written response to his or her evaluation. The comments by the employee must be completed and submitted within ten (10) working days of the date the evaluation was received by the professional employee. If submitted by the employee within ten (10) working days, the written comments will be attached to the evaluation and maintained in the employee's personnel file.
- 14.9 The supervising physician is expected to provide timely clinical consultation to his/her nurse practitioners and/or physician assistants. In the event that an emergency precludes timely consultation by the supervising physician, he or she is expected to redirect the consultation or to provide other suitable arrangement

SECTION 15 – COMPENSATION

The compensation and job classifications for all professional employees covered by this agreement are set forth in Appendix A which is attached hereto and made a part of this Agreement.

Effective July 1, 2022 the minimum hourly rate for all professional employees covered by this agreement shall be as follows:

Classification	7/1/2022	7/1/2023	7/1/2024	15 yr
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- Effective July 1, 2022, employees not at the starting rate shall be increased to the new base rate detailed above.
- Employees with fifteen (15) years or more of service shall receive the seniority increase. The Seniority increase shall be added to the employee's base rate.
- The table above reflects the minimum hourly rate. Employees hired prior to 7/1/2017 who are within 5% of the minimum rate referenced above as of 6/30/22 shall receive a 5% increase.

Dentists	\$75.00	4.0%	4.0%	6.0%
Physicians				
Internal Medicine	\$110.00	4.0%	4.0%	6.0%
OBGYN	\$110.00	4.0%	4.0%	6.0%
Family Practice	\$110.00	4.0%	4.0%	6.0%
Pediatrician	\$110.00	4.0%	4.0%	6.0%
Podiatrists	\$70.00	4.0%	4.0%	6.0%
Nurse Practitioners	\$70.00	4.0%	4.0%	6.0%
Physician's Assistant	\$70.00	4.0%	4.0%	6.0%
Optometrist	\$70.00	4.0%	4.0%	6.0%

15.1 **On Call**

Physicians who are assigned on call duties will receive payment of Fifty dollars (\$50.00) per weeknight (Monday through Friday) and Seventy-five (\$75.00) per twenty-four (24) hour weekend shift (Saturday and Sunday). Weeknight on call shifts begin at 5:30 PM and ends at 8:30 AM.

Dentists take call on a seven (7) day, full week schedule basis. Dentists will receive two hundred dollars (\$200.00) for a full week on call schedule.

For the physician on-call for phone consultation for NPs/PAs in the Homeless Program, beyond the normal schedule work hours will receive a prorated hourly rate of \$3.33 per hour.

15.2 **Dual Specialty Pay**

An employee with dual specialty experience will be placed at the appropriate step based upon applicable experience for that specialty in which he/she is employed. The step placement will define the employee's base salary. The employee will receive a 5.0% "Dual Specialty Pay" premium on top of base salary.

15.3 **Supervising Physician/Dentist**

Employees who are selected or hired as supervising or lead physician/Dentist/Optometrlist will be paid an additional ~~35%~~, which will be added to of the current hourly rate for their specialty (listed above).

The employee will perform supervision duties in accordance with any health plan; state requirements; or residency/externship. Supervising physicians shall not supervise more than four (4) full-time mid-level providers/residents.

SECTION 16 – BEREAVEMENT LEAVE

16.1 If a death occurs in the immediate family of the employee, he/she may take up to three (3) days leave with pay to make funeral arrangements, attend funeral services, and settle other matters related to the death or the funeral.

16.2 In the event the death occurs out of state, the employee may take up to five (5) days leave with pay to attend the funeral.

16.3 Should the employee require additional time off beyond that available under 16.1 or 16.2 above, he/she may take PTO with the approval of his/her supervisor. Leave of absence without pay may also be requested.

Immediate family is defined as mother, father, brother, sister, husband, wife, daughter, son, or grandparent, mother-in-law, father-in-law, stepchildren and same sex or opposite sex domestic partner.

SECTION 17 – LEAVES OF ABSENCE

- 17.1 The Employer may grant leaves of absence without pay subject to the following conditions:
- 17.2 No leave shall extend for longer than six (6) months, except as otherwise allowed by applicable law.
- 17.3 Leaves may not be used to accept other employment.
- 17.4 The decision of the Employer concerning a leave of absence request shall not be grievable under this Agreement.
- 17.5 An employee who is granted a leave of absence shall have the right to return to employment in the same or an equivalent classification in the same salary level.
- 17.6 If a leave of absence exceeds one (1) month, the employer will suspend all insurance benefits, except that insurance coverage will be continued for up to four (4) months when an employee takes maternity leave. Unless otherwise provided by law, a bargaining unit member on unpaid leave or a leave of absence longer than one (1) month may continue to participate in the Employer's group health program by timely and properly electing COBRA coverage and paying the full group premium rate plus any COBRA administration fees.
- 17.7 During a leave of absence, employees shall maintain but not increase all entitlements gained under this agreement including, but not limited to seniority, salary schedule placement, and accrual of PTO.

SECTION 18- FAMILY/MEDICAL/PREGNANCY LEAVES

The Employer will grant family and medical leave as well as pregnancy disability leave in accordance with Appendix B.

SECTION 19 – MILITARY LEAVE

The Employer will comply with applicable law requirements under the Uniformed Services Employment and Reemployment Rights Act and California Law.

SECTION 20- CONTINUING EDUCATION LEAVE

- 20.1 Full time professional employees who have completed the probationary period are eligible for up to five (5) days of continuing education leave, with pay, per year. The maximum number of continuing education leave days ("CE days"), per year, will be prorated for part-time employees. An employee may request to roll over unused CE days into the following calendar year once every twenty-four (24) month period. The rolled over CE days must be used the following calendar year along with the CE days for that current year or they will be forfeited.
- 20.2 Continuing education leave may be used for seminars, workshops, conferences, grand rounds or other educational programs **within the United States** to maintain and/or to increase job skills. Continuing education leave will also cover courses that occur on Saturday, which will be paid under this section. All requests for continuing education

leave are subject to the approval of the Employer **and shall not be denied if the CE is provided by an accredited provider.**

The employer will pay employee expenses, not to exceed annual amounts set forth in the table below, professional memberships, electronic devices and related software, purchase of work related equipment, tuition and registration fees, cost of course related books, and training materials, transportation or mileage expenses, and costs of lodging and meals for educational programs taken per Section 20.2.

The annual amount limits for part-time professional employees working less than 80% will be on a prorated basis. If the employee has paid such expenses, reimbursement under this section will be made by the Employer within thirty (30) days of submission, in accordance with Gardner's reimbursement procedures.

Effective July 01, 2022, the annual Reimbursement Levels for Continuing Education will be **\$1,600.00 per provider.**

- 20.3 Should the Employer require an employee to attend an education course or an administrative meeting, it shall be considered paid time; and all out-of-pocket expenses to the employee, as described in Section 20.3, will be reimbursed by the Employer.
- 20.4 Professional employees will be allowed to attend professional association meetings, subject to the approval of the employer. Release time to attend such meetings will not be unreasonably denied.
- 20.5 If an employee does not use his/her CE tuition reimbursement allowance in the year that it is earned, s/he must request in writing or email, to Human Resources, to roll it over, or any portion thereof, to the next year. Only one roll-over will be allowed within a twenty-four (24) month period.

All CME rollover requests must be made in writing and submitted to the medical administration office by September 30th of each year for the prior fiscal year.

All purchases/reimbursement requests for Prior Fiscal Year (ends June 30th) must be submitted by July 31st of each year to comply with fiscal year close out.

20.6 **Professional License Fees & DEA Reimbursement**

The employer shall fully reimburse the employee for professional license, CPR certification, and DEA fees. Reimbursement for part-time professional employees working less than 80% will be on a prorated basis. The employer shall reimburse the employee within thirty (30) days of submission.

SECTION 21 – JURY DUTY

- 21.1 An employee who is required to serve on a jury of any court shall notify the employer as soon as possible after receiving notice thereof.

- 21.2 Such employees shall be granted a leave of absence without loss of seniority to perform jury duty. The employee shall receive from the employer the difference between his/her regular salary and the jury duty fee.
- 21.3 If the employee is excused from jury duty or is released from jury duty at a time which makes it possible for the employee to perform a minimum of two (2) hours of duty in his/her regular shift, the employee shall return to work. The combination of jury duty and work shall not exceed (8) hours per day.
- 21.4 The Employer will grant the employee regular pay for jury duty (less juror fees) for a maximum period of five (5) work days. If the jury duty is longer than five (5) days, the employee may utilize PTO.

SECTION 22 – MILEAGE REIMBURSEMENT

- 22.1 Employees who use personal vehicles for travel on approved business for the Employer shall be reimbursed for mileage at the current IRS rate.
- 22.2 An employee who travels from one of the Employer's work locations to another during the work day to attend a required meeting, or on another work assignment, will be reimbursed for mileage.
- 22.3 The Employer does not assume liability or responsibility for personal vehicles. Liability and medical insurance covering the vehicle, driver and passengers is the responsibility of the vehicle owner.

SECTION 23 – INSURANCE BENEFITS

UAPD represented employees shall also have the same HSA Plan annual deductibles as the other represented employees of GHS.

- 23.1 Gardner maintains the unilateral right to implement changes to health insurance premiums after informing the Union and, if the Union requests, meeting and conferring prior to implementation of the changes.
- 23.2 The Employer will provide access to comprehensive medical and dental insurance for eligible employees who work 50% FTE, or more, and their dependents. The Employer will offer a choice of a minimum of two (2) plans. Before the Employer may add, change or delete a choice of plans or plan carrier or provider, it will notify the Union sixty (60) days in advance of such proposed change and will meet and confer with the Union if the Union so requests. The Employer shall not reduce the level of benefits during the term of this Agreement without the mutual consent of the Union.

Following UAPD's request for additional information on a potential "Cadillac Plan," with any additional costs for such plan to be paid by employee, please let Gardner know if you have interest, and we will direct our benefits broker to create the plan for CY 2023 and provide it as an option for your members. (we are awaiting language from our broker...will be something to the effect of: Effective January 1, 2023, UAPD-represented members may choose an alternate plan, with the increased cost to be paid

by employees choosing such plan, as noted below.”

- 23.3 The employer shall provide optometry coverage of \$300.00 per year. (See benefits for details)
- 23.4 The Employer will assess no deductible for work done in a GHS Dental Department. The dental insurance coverage for routine dental procedures is accepted as payment in full, which means that dental care is available at no cost to the employee at GHS sites only.
- 23.5 The employer will provide at no cost to the employee, group term life insurance up to two (2) times the employee’s annual salary but not to exceed \$400,000.
- 23.6 The Employer will provide long term disability insurance at no cost to the employee. The coverage will be 66.7% of the basic monthly earnings with a maximum monthly benefit of \$6,000. In accordance with the terms of the insurance coverage, the monthly benefits payable to the employee will be reduced by other sources of income.
- 23.7 The Employer will provide chiropractic insurance for employees at no cost to the employee.
- 23.8 The Employer will have an Employee Assistance Program, at no cost to the employee, covering the following services:
- Counseling
 - Legal services
 - Medical advice
 - Dependent Care Referrals
 - Community Resource Referrals
- 23.9 Employees shall be eligible to be covered by the insurances described in this section the day following completion of sixty (60) calendar days of employment.
- 23.10 For covered employees who work 80% FTE or more, the Employer will provide a monthly contribution toward the cost of the comprehensive insurance. Rates are subject to change annually. The contribution schedule is attached as Appendix B – Health Benefits Rate Schedule. The Employer and the employee will bear equally the cost of any rate increase in the basic plan (UAPD Plan); provided that the employer’s share of the total cost of the basic plan will not be less than 75%. For any alternative group plan offered by the employer, the employer will increase its contribution toward any alternative plan by the same dollar amount of its increased contribution to the basic plan, with the employee assuming responsibility for the remainder.
- 23.11 For covered employees who work 50% FTE, but less than 70% FTE, the Employer will provide a monthly contribution which is 50% of the amount specified in section 23.10, above. Rates are subject to change annually. The employer and the employee will bear equally the cost of any rate increase in the basic plan. For any alternative group plan offered by the employer, the employer will increase its contribution to the alternative plan by the same dollar amount of its contribution to the basic plan, with the employee assuming responsibility for the remainder.

- 23.12 For covered employees who work 70% FTE but less than 80% FTE, the Employer will provide a monthly contribution which is 80% of the amount specified in section 23.10, above. Rates are subject to change annually. The employer and the employee will bear equally the cost of any rate increase in the basic plan. For any alternative group plan offered by the employer, the employer will increase its contribution to the alternative plan by the same dollar amount of its contribution to the basic plan, with the employee assuming responsibility for the remainder.
- 23.13 H.S.A Plan implementation – Effective January 01, 2022 and for subsequent plan years through June 30, 2025.
- UAPD-represented employees shall also have the same HSA Plan annual deductibles as the other represented employees of GHS.
- 23.14 In exchange for acceptance of the H.S.A Plan, Gardner will pay 90% of the TOTAL cost of the employees' annual deductible contributions as follows:
- Gardner agrees to pay 90% of the total cost of the employee's minimum annual deductible in 2 equal installments, one on or before January 1 and the other installment on or before April 1 of each year.

SECTION 24 – RETIREMENT PLAN

- 24.1 All regular professional employees are eligible to participate in the 401(k) retirement plan.
- 24.2 The Employer will make a contribution equal to 3.00% of gross salary for each eligible employee in accordance with the terms of the plan document. Additional 401k contributions, by employer, if the year-end financial results are achieved:
- | | |
|----------------------|------|
| \$500,000 or greater | 1.0% |
| \$750,000 or greater | 2.0% |
- NOTE:** Year end results pertain to net income/surplus. The 401(k) contributions are in addition to the 3.00% being received on a monthly basis.
- 24.3 The employee becomes 100% vested with respect to the Employer's contributions after three (3) years of service as defined by the plan document.
- 24.4 The employee may make voluntary contributions to the 401(k) plan, in accordance with the terms of the plan document, and not to exceed the maximum amount allowable by applicable laws.
- 24.5 The employee is 100% vested immediately with respect to contributions made to the plan by the employee.

SECTION 25 – JOB POSTINGS

- 25.1 All job openings within the bargaining unit shall be posted at all facilities for a minimum of five (5) working days, unless there is an agreement between the Union and the Employer, confirmed in writing, that the requirement to post the opening is waived.
- 25.2 If there are applicants who meet the requirements for the position, the employer shall consider these employees before hiring any outside applicants.

SECTION 26 – PERSONNEL RECORDS

- 26.1 The employer shall maintain personnel records in accordance with applicable laws.
- 26.2 An employee shall have access to the personnel file and shall also be entitled to have copies made of the contents, in accordance with applicable laws. A written request must be submitted to the Human Resources Department and an appointment will be confirmed via email.
- 26.3 A Union representative may have access to an employee's personnel file provided that written consent by the employee has been submitted to the Human Resources Department. Human Resources will contact the Union representative and an appointment will be confirmed via email.
- 26.4 No adverse material will be placed in an employee's personnel file without prior

SECTION 27 – TRANSFERS

- 27.1 Except in an emergency, the Employer will follow the procedures described herein for transfer of an employee from one of the Employer's work locations to another.
- 27.2 The Employer will first ask for volunteers:
i) Same specialty within the same health center site.
ii) Same specialty within the same region (see below)

<u>REGIONS</u>	<u>GARDNER HEALTH CENTERS</u>
Region 1	South County
Region 2	CompreCare St. James Gardner Downtown Homeless Alviso
Region 3	Gardner Packard

- 27.3 If within the same health center or region there are no volunteers, then with due consideration to the needs of patients and program needs, the Employer will choose the least senior qualified employee for the transfer.

- 27.4 If within the same health center or region, a provider with the specialty needed is not available, the Employer may select the least senior qualified employee from a health center site of any region.
- 27.5 The least senior qualified employee who is selected will be given instructions with details of the transfer.

SECTION 28 – NO STRIKE OR LOCK OUT

During the term of this agreement or any extension thereof, the Union shall not cause, authorize, or otherwise sanction a strike or work stoppage, nor shall the employer lock out the employees.

SECTION 29 – ENTIRE AGREEMENT

The provisions set forth in this Agreement shall constitute the entire agreement between the Union and Gardner Health Services.

SECTION 30 – SAFETY

- 30.1 The employer will provide a safe work place and safe working conditions and will abide by all relevant OSHA/Cal OSHA rules and regulations.
- 30.2 Professional staff will be provided lab coats at no cost. While at work, an employee who has personal clothing destroyed by a patient shall have the clothing replaced by the employer based upon replacement costs in the San Jose area.
- 30.3 The employer will provide safety and protective clothing and safety glasses and face shields to employees at clinic expense.

SECTION 31 – PAID TIME-OFF (PTO)

- 31.1 Paid Time-Off (PTO) is designed to meet the employees' needs for personal time off and may be used as the employee wishes.
- 31.2 Employees working a regular full-time schedule [forty (40) hours per week] will accrue PTO according to the schedule listed below. The accrual will be prorated for regular part-time employees who work 50% time or more:

PTO Schedule:

0 through 2 years of service 168 hrs/year
2 through 10 years of service 208 hrs/year
10 or more years of service 248 hrs/year

- 31.3 Full-time and part-time professional employees who have completed the probationary period are eligible to use accrued PTO. PTO accrual begins with the employee's date of hire. The allowed maximum amount of PTO balance is two (2) times the amount of hours an employee may earn per year. Once the maximum PTO balance is reached, the **employer shall pay out to the employee 40 hours of**

PTO to bring the employee's PTO hours until the PTO balance below the allowed maximum amount.

At the end of each calendar year, employees are paid down to 40 hours below their maximum accrual, subject to such times that Gardner has the financial ability to provide payouts to employees who have exceeded their caps. Should Gardner not have the financial ability to pay out employees who have exceeded their caps, the following language shall continue to apply: Once the maximum PTO balance is reached, the employee will no longer accrue hours until the PTO balance is below the allowed maximum amount.

- 31.4 There will be no set annual period for taking PTO. With the exception of an emergency or illness, PTO must be scheduled ahead of time subject to the approval of the supervisor. A PTO request form must be completed.
- 31.5 For planning purposes, the Employer may issue a “call for vacation requests,” to cover a period of time of up to two (2) months in the foreseeable future. The “call for request” will stipulate a due date. Requests received by or before the due date will receive priority over other requests for use of PTO. Within fifteen (15) calendar days following the due date for such requests, the Employer will respond to the employee to indicate whether the requested time off has been approved. Priority will be given to responding to more imminent requests sooner than the fifteen (15) days – e.g. request for time off in March/September when “call for request” is January/July.
- 31.6 Effective July 1, 2022, employees may receive equivalent cash payment for up to eighty (80) hours of PTO each fiscal year so long as the employee's PTO balance remains with, at least, eighty (80) hours of accruals. Gardner will provide at least 60 days' notice to UAPD if Gardner does not have the financial ability to pay out up to 80 hours per calendar year. UAPD will have the right to meet and confer over such a decision.
- 31.7 Upon termination of the employment, employees will receive payment for all accrued but unused PTO hours.

SECTION 32 – EXTENDED SICK LEAVE

- 32.1 In addition to PTO days, the employee also earns extended sick leave (ESL) days each year. All full-time and regular part-time employees are eligible to utilize accrued ESL starting:
- After five (5) days of PTO have been used for illness in any one calendar year, accrued ESL may be used. This amount will be prorated for part-time employees.
 - On the first day of hospitalization, or outpatient surgery
 - First calendar day of illness or disability, if it is a result of a work related illness or injury.
- 32.2 **Accrual of ESL:**
Forty-eight (48) hours per year for full-time employees. Part-time employees accrue on a pro-rated basis.

32.3

Accumulation:

The allowed maximum amount of ESL accrual is eight (8) times the amount of hours an employee may earn per year. Once the maximum ESL balance is reached, the employee will no longer accrue ESL hours until the ESL balance is below the allowed maximum amount. No payment is made upon termination for unused ESL.

On July 1, 2015, any employees with an ESL balance that supersedes the allowed maximum amount will be permitted to carry forward those ESL hours. The employee will no longer accrue ESL hours until the ESL balance is below the allowed maximum amount.

32.4

The employer may require verification of an illness from a physician. If required, the employee will not receive ESL pay unless the physician's verification is provided.

- A physician's note will not be required on the first day of ESL in a calendar year.
- A physician's note would be required on the 4th consecutive day of ESL.

SECTION 33 – PARKING

UAPD-represented St. James employees working 32 hours or more are granted a monthly parking permit.

SECTION 34 – TERM OF AGREEMENT

This agreement shall become effective July 1, 2022, and shall remain in effect until June 30, 2025.

SIGNATURES

Gardner Health Services:

Reymundo C. Espinoza Chief Executive Officer	Date
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Efrain Coria Chief of Operations	Date
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Michael McCarthy HR Director	Date
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Marisela Reyes	Date	Sr. HR Representative
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UAPD:

Patricia Hernandez UAPD Senior Representative	Date
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Shakalpi Pendurkar UAPD Steward	Date
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William Lee, O.D.	Date
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Lisa Friedrichs-Sherard, N.P.	Date
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