

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GARDNER FAMILY HEALTH NETWORK



GARDNER

AND

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 101, COUNCIL 57**



JANUARY 1, 2017 – JUNE 30, 2020

**AFSCME Local 101 and Gardner Family Health Network
2017-2020 Agreement**

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AGREEMENT

This Agreement is made and entered into on January 1, 2017, between the Gardner Family Health Network, Inc., hereinafter referred to as the Network, and Local 101, American Federation of State, County and Municipal Employees, (AFSCME) AFL-CIO, hereinafter referred to as the Union. This Agreement shall be effective through June 30, 2020.

SECTION 1 - RECOGNITION

- 1.1 The Network recognizes the Union as the sole and exclusive bargaining agent for all full-time employees and all part-time employees who work a minimum of 20 hours per week assigned to the classifications listed in Appendix A, which is attached and incorporated by reference into this Agreement. The classifications listed in Appendix A and subsequent additions thereto or deletions there from shall constitute the appropriate unit.
- 1.2 The Network 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 Network.
- 1.3 The Network 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 the purposes of this Agreement, a full-time employee is defined as an employee who is scheduled to work thirty-two (32) to forty (40) hours per week. A part-time employee is defined as an employee who works a minimum of twenty (20) to thirty-one (31) hours per week.

SECTION 2 - NO DISCRIMINATION

- 2.1 The Network shall not discriminate against any employee covered by this Agreement because of membership in the Union or because of authorized activities on behalf of the Union.
- 2.2 The Network shall not discriminate against any employee covered by this Agreement on account of race, color, religion, national origin, age, sex, gender identity, marital status, sexual orientation, political belief or affiliation.
- 2.3 The Network shall not discriminate against any disabled employee covered by this Agreement who is able to fulfill the requirements of a

specific job in which he/she may be employed or for which he/she is being considered.

- 2.4 The provisions prohibiting unlawful harassment set forth in the Network Employee Handbook are incorporated by reference herein, and made part of this Agreement.

SECTION 3 - UNION SECURITY AND PAYROLL DEDUCTION

3.1 New Hires

Each new employee hired who will be subject to this Agreement shall receive from the Network as part of the orientation packet a copy of this Agreement, a Union representation card, and an informational packet supplied by the Union.

3.2 Agency Shop

All employees covered by this Agreement shall, as a condition of employment either:

- (1) Become and remain a member of the Union, or
- (2) Pay to the Union an agency fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory, and case law, or
- (3) Pay a charity fee equal to the agency fee to one of the negotiated charitable funds that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code; the Union and the Network shall agree on a list of three (3) non-labor, non-religious charities eligible to receive any such payments under this Agreement. In order to qualify, the employee must certify to the parties that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting a labor organization. Certification shall consist of a notarized letter signed by an official of the bona fide religion, body or sect confirming the worker's membership. If a charity deduction is made, it shall not be forwarded to the charity until the Union has approved the exemption.

3.3 Maintenance of Membership

All employees who are members of the Union and have authorized deduction of Union dues from their paychecks shall continue to pay dues for the duration of this Collective Bargaining Agreement. For a period of thirty (30) days prior to expiration of this Agreement, any employee

represented by AFSCME shall have the right to withdraw from the Union and by designating themselves to be covered under agency fee or charitable exemption. Such requests must be submitted in writing to the Director of Human Resources as well as a copy to the Union.

3.4 Dues Deductions

The Network agrees to deduct Union membership dues, agency fees or charity fees during the first pay period of each month from the paychecks of employees who have submitted a signed authorization form for such deductions to the Network. The Network will remit to the Union all dues monies deducted together with a written list of employees for whom such deductions have been made within ten (10) working days from the date they are deducted.

3.5 Hold Harmless

The Union shall indemnify and hold the Network harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of action taken by the Network for the purpose of complying with any of the provisions of this Section.

3.6 Political Dues Deduction

Any worker may sign and deliver to the Network an authorization card for payroll deduction of voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE). The Network agrees to remit monthly to the Union all monies deducted for PEOPLE accompanied by a list of employees for whom such deductions have been made. Such authorization may be invoked or revoked in writing by the employee at any time.

SECTION 4 - UNION RIGHTS

4.1 The Network agrees to recognize seven (7) stewards, officers, and the Business Agent as authorized representatives for the Union. The Union will provide in November of each year a list of stewards and officers to the Network.

4.2 The Union Business Agent shall not be denied reasonable access to the Network's premises, except areas where access is prohibited by law, disruptive of patient services, or a violation of patient confidentiality.

4.3 The Union shall have access to bulletin boards and the Network's mail routing system for the dissemination of Union information.

- 4.4 The Network will permit the use of work time for such purposes as meetings between Union and Network representatives. The Network may permit the use of work time for Union negotiations and Union membership meetings. All release time must be agreed to in advance by the CEO or designee and the Business Agent or AFSCME Chapter President. The three (3) Gardner Chapter officers plus three (s) stewards, for a total of six (6) representatives shall be allowed to participate, beginning with any meetings that occur after the execution of this Agreement.
- 4.5 The Network will permit the use of work time for one (1) steward or bargaining unit employee to attend Network Board meetings that involve Board consideration of one or more issues within the scope of representation and that occur during the employee's work hours, provided notice is given to the CEO or designee at least two (2) weeks in advance of such attendance. Requests must specifically identify the purpose for the bargaining unit employee's request to attend
- 4.6 **Right to Representation** - If a situation arises in which an employee will be formally disciplined by an applicable manager for any matter that may result in disciplinary action being taken against the employee, the employee will be notified that she/he has the right to have Bargaining Unit representation. Any employee who reasonably believes that a meeting with their manager/supervisor may result in disciplinary action against them may request a representative in the meeting. This request will also be honored for meetings where the subject to be discussed is a potential cause for discipline, even if the supervisor's original intent is not disciplinary. If a Bargaining Unit representative is not available at the time of the meeting, the applicable manager will arrange an alternative meeting as soon as possible. It is the employee and/or the Bargaining Unit's responsibility to arrange for representation.
- 4.7 Stewards may receive and discuss complaints and grievances of employees on the worksite premises during work hours, in private spaces and in a manner that does not disrupt patient services or the work of employees who are not involved in the complaint or grievance. Upon the request of an employee covered by this Agreement, a Union representative shall be present at disciplinary meetings and grievance meetings.
- 4.8 Stewards and employees shall be in paid status for all investigatory meetings held pursuant to 4.5 and all disciplinary and grievance meetings held pursuant to 4.6. Such time shall be with the prior approval of the Supervisor.
- 4.9 **Meetings Regarding Accommodation under ADA** – Upon request of the affected worker, a steward shall also be present at any interactive

meeting regarding potential accommodation for such worker under the Americans With Disabilities Act (ADA).

- 4.10 Normally, no more than one (1) Steward shall provide simultaneous counsel on the same grievance, unless the Network and the Union mutually agree to the contrary, or unless one of the following conditions exist:
- A. The Union has notified the Network that a new steward will be observing an experienced steward for training purposes.
 - B. The Union has declared that additional counsel is needed on a complex matter, in order to expedite resolution.
- 4.11 **Advance Notice** - In the event the Network proposes or intends to make a change that affects the wages, hours, or working conditions of one or more bargaining unit employees, it shall provide the Union with written notice sufficiently in advance of such proposed change to permit the Union to negotiate over the issue where a mandatory subject of bargaining is involved, or where the change does not involve a mandatory subject of bargaining, to negotiate over the potential effects of the proposed change, before any such change is implemented. The Union shall have seven (7) working days to respond or contest the Network's position.
- 4.12 The Union and the Network shall share equally the printing of this Agreement.

SECTION 5 - NEW EMPLOYEES

- 5.1 At the time of hire the Network will advise all new employees in the bargaining unit that the Union is their collective bargaining representative and will provide employees with a copy of this Agreement.
- 5.2 During their first five (5) working days at their assigned worksite, new employees will be advised as to who the steward is for their department by the Director for Human Resources or designee.
- 5.3 The Network will further notify the Union of the name and hiring date of such new employee in a timely manner, and will permit the steward for that department a fifteen (15) minute period during work hours (at a time agreed upon with the employee's supervisor) to present each new employee with a packet of union materials and orient them to their rights, benefits, and obligations as a bargaining unit employee.
- 5.4 The Network will notify the Union on a monthly basis, on or before the tenth (10) day of the month, of the name, address, classification, wage

rate and seniority date for all bargaining unit employees. In addition to the notice provided in 5.3 above, the Network will also notify the Union on the above timetable of the names and termination dates of all recently terminated employees.

SECTION 6 - EMPLOYMENT STATUS

6.1 Probation

For employees newly hired on or after July 1, 2001, employment status will be probationary for the initial six (6) months of employment. With good cause, the supervisor may extend the probationary period for an additional ninety (90) days. An employee who has his/her probationary period extended shall receive a written evaluation prior to the extension. The Union will be notified promptly of any extensions of the probationary period(s) for any employee(s). During the probationary period, an employee may be terminated for any reason. Such termination shall not be subject to the grievance procedure, except where the employee alleges such termination was discriminatory, in violation of Section 2 of this Agreement. Upon the successful completion of the probationary period, the employee will receive a one step salary increase on the salary schedule except when the CBA freezes all salaries for all employees, including newly-hired employees.

6.2 Benefit Participation

Employee status shall be determined by the number of hours he/she is regularly scheduled to work per week as defined below:

<u>Category</u>	<u>Hours Per Week</u>	<u>Benefit Participation</u>
Full-time	32-40	100%
Part-time	20-31	prorated

6.3 Temporary Employees

Temporary employees and on-call employees are not covered by this agreement. A temporary employee is defined as an employee who is hired for a specific length of time, normally not to exceed one-hundred-eighty (180) days (six (6) months) in a temporary full time or temporary part-time assignment for the purpose of:

- (1) replacing an employee on a leave of absence. An employee on a leave of absence may need such leave to extend beyond the period initially anticipated, in which case the Network may extend a temporary assignment to exceed one hundred-eighty (180) days up to the

duration of the anticipated leave. Such extension will not trigger the temporary employee becoming covered under this Agreement, or

(2) providing replacement for employees during a concentrated period of vacation or sick leave. A vacation or sick leave may extend beyond the period initially anticipated, in which case the Network may extend a temporary assignment to exceed one hundred-eighty (180) days as necessary to cover the duration of the absence. Such extension will not trigger the temporary employee becoming covered under this Agreement; or

(3) staffing a special limited-term project not to exceed one hundred-eighty (180) days in duration.

6.3.1 The Network agrees not to use temporary employees to perform work that could be performed by regular full-time or regular part-time employees other than for the reasons contained in 6.3.

6.3.2 In the event that a temporary employee works a total of 821 or more hours during a one hundred-eighty (180) day period, in the case of a normal temporary assignment, or longer than the specified duration in the case of an extended temporary assignment, he/she shall be converted to a regular employee and have his/her seniority date adjusted to the original date of hire.

6.3.3 Any on-call employee who works a total of 821 or more hours during a one hundred-eighty (180) day period shall be converted to a regular employee and have his/her seniority date adjusted to the original date of hire.

6.4 **Volunteers**

It is understood by the Union and the Network that volunteers perform a necessary and useful function in the operation of the Network. However, the Network agrees that volunteers will not be used to cause the layoff or reduction in classification or wage rate of any employee within the bargaining unit.

SECTION 7 - CLASSIFICATION AND RATES OF PAY

7.1 The pay rates and job classifications for all employees covered by this agreement shall be set forth in Appendix A, attached hereto and made a part of this Agreement.

7.1.1 Anniversary Date Step Increases – Employees on Step 1 to Step 8 of the salary tables reflected in Appendix A will receive step increases on their anniversary date twelve (12) months from the employee’s last step increase. Employees who are at Step 9 or above will receive a one percent (1%) increase on their anniversary date of their last step increase during the term of the Agreement. An employee’s anniversary date shall be adjusted for all time off, whether such time is paid or unpaid, that extends beyond thirty (30) work days, but shall not be adjusted for any time an employee is on Pregnancy Disability Leave, FMLA, medical leave, worker’s compensation leave, or military leave. For employees who are re-hired by the Network following an employment separation, no time spent in a classification prior to the break in service shall be counted toward the employee’s anniversary date for purposes of eligibility for a step increase.

7.2 Salary Increases and Other Salary Changes

7.2.1 Effective 07/01/2017,

a) the wages for all classifications and pay steps on the salary schedule in Appendix A, including the salaries for those employees whose salary placement is currently above Step 9 of their respective range, shall be increased by two and one-half percent (2.5%).

b) Step 1 in each of the salary ranges listed in Appendix A will no longer be utilized. On that date, any employee then at Step 1 in any salary range shall be moved to Step 2 in that range. After that date, any employee newly hired or promoted into a classification covered by this Agreement shall be placed at no less than Step 2 in the appropriate range for their classification.

c) Before 07/01/2017, and beginning with the date of the execution of this Agreement, should any employee be hired or promoted into any of the classifications covered by this Agreement who would otherwise be placed at Step 1 in the range for their classification, they will be placed at Step 2 instead, and all current employees at Step 1 in that range shall be simultaneously moved to Step 2.

d) The above shall not in any way change or interfere with hirings or promotions that would normally result in placement higher than Step 2 on the basis of experience or other criteria which has historically been utilized.

7.2.2 Effective 03/01/2017, the new classifications of National Registered Certified Medical Assistant and Vaccine Coordinator shall be established, and assigned to a new salary range VIIB, which shall be set at five percent (5%) above salary range VII.

7.2.3 Effective 07/01/2018, the wages for all classifications and pay steps on the salary schedule in Appendix A, including the salaries for those employees whose salary placement is currently above Step 9 of their respective range, shall be increased by two percent (2%).

7.2.4 Effective 07/01/2019, the wages for all classifications and pay steps on the salary schedule in Appendix A, including the salaries for those employees whose salary placement is currently above Step 9 of their respective range, shall be increased by two percent (2%).

7.3 **Longevity Pay**

7.3.1 For employees with twenty (20) or more years of service, the employer will pay one thousand dollars (\$1,000) annually.

7.3.2 Effective July 1, 2017 and thereafter, for employees with fifteen (15) but less than twenty (20) years of employment service, the employer will pay \$600 annually. For employees with twenty (20) years of employment service, the employer will pay \$1200 annually.

Eligibility for receipt of longevity pay under this section shall be subject to the same criteria as for step increases per Section 25.4 b).

7.3.3 All such payments under this Section 7.3 shall be less any deductions required by law, by or before the anniversary date of the employee each year (prorated for employees working less than 1.0 FTE).

7.4 **Starting Pay for New Hires**

The starting rate of pay for a newly hired employee meeting the qualifications for the classification into which hired shall be at a step determined by the Employer, based upon the education, related training, and related experience of the new employee, provided that the in-hire rate for the new employee does not exceed the rate of pay for any current employees in the classification with equal or greater experience. Approval of the Director of Human Resources is required before any job offer can be made above Step 1. The Union will receive a monthly listing of employees hired above Step 1. Approval of the Chief Executive Officer of the Network, or his or her designee, and approval of the Union is required before any job offer can be made above Step 5.

7.5 Employees shall be paid bi-weekly. The actual paydays shall be every other Friday, except where the payday falls on a holiday. In such cases the payday shall be no later than the last workday preceding the holiday.

- 7.6 New employees shall be paid no later than the second payday following the date of their employment.
- 7.7 The Network will not attach wages or otherwise alter paychecks without prior notification to employees and the Union, and providing an opportunity for the employee to show cause why such action should not be taken, except where the Network is required by law to attach wages.

SECTION 8 - WORK IN OTHER CLASSIFICATIONS

- 8.1 An employee may be assigned to perform work in a higher classification. If such assignment is for more than one day, the employee shall receive the rate of pay for the higher classification, effective retroactive to the first date on which the assignment commenced. Such rate of pay shall be at least five percent (5%) higher than that of the lower classification, except that it shall not exceed the top step on the salary schedule of the higher classification.
- 8.2 Where an employee in a higher classification will be absent for more than one (1) week, and his/her higher-level work will be assigned to bargaining unit employees, skill and knowledge being adequate as determined by the supervisor, such work will be assigned to only one such (1) employee, and such employee shall be compensated in accordance with Section 8.1 above.
- 8.3 Effective July 1, 2017, an employee who is assigned to train other staff in the work of their classification shall be paid a differential of two and one-half percent (2.5%) higher than their current base pay for each hour so assigned, not to exceed thirty (30) days.
- 8.4 In the event an employee is temporarily required to perform the duties of a lower classification, he/she shall continue to receive the rate of pay for his/her normal classification.

SECTION 9 - HOURS, BREAKS, OVERTIME, DIFFERENTIALS

9.1 Workweek

The standard workweek shall be forty (40) hours in a seven (7) day period, consisting of eight (8) hours per day, unless a different workweek is mutually agreed to by the Network and the Union. All overtime premium pay will be computed under this definition.

- 9.1.1 It may be necessary for the Network to schedule employees to

work evening or weekends. It shall be the policy of the Network to schedule evening and weekend coverage so that it is borne equitably by all employees, unless such employees were specifically hired to provide evening and weekend coverage. Employees are to be scheduled on a rotating basis whenever possible and the work schedule shall be posted at least two (2) weeks in advance of its effective date. Where the assignment to work evenings or weekends is limited in practice to only one or two Network locations, such assignment shall not be limited to employees from those locations, but shall be from a pool that includes all locations.

9.1.2 In departments where there is not a rotating schedule, work assignments shall be filled by employees by seniority within their classification with the most senior employee having first choice of work assignment.

9.1.3 In the event of absences or other unforeseen emergencies it may be necessary to temporarily depart from the posted work schedule to assure necessary coverage.

9.2 **Breaks and Meal Periods**

9.2.1 Each employee shall receive a fifteen (15) minute break in the middle of each four (4) hour work period (or major fraction thereof) and a duty-free sixty (60) minute meal period that begins no later than the fifth (5th) hour of work. If an employee works more than ten (10 hours in a day, the employee shall receive a second duty-free meal period that begins no later than the tenth (10th) hour of work. Each department will determine break and meal period schedules so as to assure adequate staff coverage. At the request of either the employee or the employer, and subject to the approval of the employer, a shorter meal period may be provided in order to shorten the workday. When an employee's total work day is no more than six (6) hours, the employee may waive his/her meal period in writing with the consent of the employee's manager. An employee who works a shift in excess of eight (8) total hours in a work day may waive either the first or second meal period in writing with the consent of the employee's manager.

9.2.2 The Network will make every effort to assure that employees are afforded the breaks and meal periods provided for in this Section.

9.2.3 Where an employee is prevented from taking a meal period, or has had his/her meal period shortened without a corresponding shortening of the work day, he/she shall be compensated at the overtime rate for all time worked during what would have been his/her meal period.

9.2.4 Should an employee be prevented from taking a break during a scheduled work day, he/she shall be compensated, as required by California Labor Code Section 227.6 c), with one (1) additional hour of pay at the regular rate.

9.3 **Overtime**

One and one-half (1-1/2) times the employee's regular hourly rate, including any applicable shift differential, will be paid for hours worked in excess of forty (40) hours in a seven (7) day workweek, or in excess of eight (8) hours in a twenty-four (24) hour workday.

9.3.1 Overtime shall be computed by considering holiday hours and other time off with pay as if those hours were worked by the employee.

9.3.2 An employee may on occasion request a modified work schedule to enable himself or herself to work more than eight (8) hours on one or more days during a work week in exchange for working fewer than eight (8) hours on one or more different days during the same work week, as long as the total time worked on any day during that week does not exceed eleven (11) hours. The Union and the Network agree that the Network may approve such a request with the understanding that no overtime premium will be paid by the Network unless and until the total number of hours worked by the employee in the same work week exceeds forty (40) hours. Both the request by the employee and any approval by the Network shall be confirmed in writing.

9.4 **Shift Differential**

Employees assigned to work hours after 5:30 p.m. shall be paid a shift differential of seventy-five cents (\$0.75) per hour for each hour worked.

9.5 **Call-Back Pay**

When a supervisor calls an employee back to work following the conclusion of a normal shift, the Network will pay the employee for a minimum of two (2) hours at the overtime rate if the employee has already worked at least eight (8) hours during the day, except where the callback occurs on the employee's weekend or non-scheduled work day, if applicable.

SECTION 10 - SENIORITY AND LAYOFF

10.1 **Seniority**

Seniority shall be defined as an employee's length of continuous

employment with the Network. Seniority shall be used to determine an employee's eligibility for Longevity Pay, as discussed in Section 7.3, as well as to determine priority for work assignments, pay off selection, order of layoff and bumping rights, recall from layoff, and vacation approval.

Seniority is not used to determine an employee's anniversary date for purposes of step increases; step increases are based on the amount of time an employee performs work in a classification. An employee shall acquire seniority upon completion of the probationary period and the seniority date shall be the actual date of hire.

Date of hire shall be adjusted for all time on leave without pay, which extends beyond thirty (30) work days, but shall not be adjusted for all time an employee is on Pregnancy Disability leave, FMLA or medical leave, workers compensation leave, military leave, or any period of absence during which the employee was using accrued paid leave or other paid time.

Employees who are re-hired by the Network following a break in employment of twelve (12) months or less will have their seniority reinstated to the same level they held at the time of their break in employment. Employees with a break in employment of longer than twelve (12) months will be deemed to have a new hire date for purposes of seniority and will have no prior seniority reinstated.

10.2 **Layoff**

The Network agrees to make reasonable efforts to avoid layoffs. When a layoff becomes necessary, at identified location(s), employees shall be laid off by seniority from the affected job classifications in the following order:

- (1) Temporary Employees
- (2) Probationary Employees
- (3) All other part-time and full-time employees

10.2.1 Notice of the Network's intention to lay off shall be communicated in writing to each affected employee ten (10) working days prior to the effective date of the layoff, except where immediate layoffs may be necessitated by an unforeseen catastrophic occurrence such as the loss of a grant or contract by the Network.

10.2.2 Within three (3) working days of issuing a notice under 10.2.1, the Network shall meet with the Union to discuss the circumstances necessitating the layoff and may propose alternatives to such layoff.

10.3 Recall

Employees shall be recalled from layoff by seniority in the inverse order of the categories in 10.2. Names of laid-off workers and workers who are demoted in lieu of layoff shall be placed on a re-employment list in order of seniority for the classification from which they were laid off or demoted, and kept on that list for nine (9) months. If a position in a classification for which there is a re-employment list is approved to be filled, the most senior worker on the list shall be offered that position.

10.3.1 Recall shall be by certified mail to the employee's last address on record; it being the responsibility of each employee to keep the Network informed of his/her current address. Upon verification of receipt of notice, an employee so notified shall notify the Network of his/her intention to report to work within three (3) calendar days and shall report to work no later than two (2) working days from his/her date of notification.

10.3.2 An employee may be offered reemployment in a different classification from which he/she was laid off. Such employees shall be given a period of two (2) weeks to demonstrate the ability to perform work to required standards. If the Network determines the employee has failed to so perform, he/she shall be returned to the previous layoff status.

10.3.3 Return to layoff status under 10.3.2 shall not restrict an employee's rights under 10.3.1.

10.3.4 An employee who accepts reemployment shall be placed at the longevity pay level and PTO accrual rate held at the time of layoff, as well as restored any accrued ESL on the books on his/her last day of work. Further, he/she shall:

- (A) If reemployed in the same classification from which laid off, be placed at the same pay step within range that they held at the time of layoff.
- (B) If reemployed in a classification held at some time prior to the classification from which laid off, be placed at the highest step in the range for that classification which does not exceed the employee's base wage rate at time of layoff.

10.3.5 A worker's name will be removed from the re-employment list if any one of the following occurs:

- (A) She/he becomes employed at Gardner at the same or higher salary;
- (B) She/he refuses employment at Gardner in the classification from which she/he was laid off;

- (C) She/he fails to respond to a notice of re-employment as outlined in 10.3.1
- (D) The worker's name has been on the re-employment list for nine (9) consecutive months.

10.3.6 The Network will refer laid off employees to the website for job postings not covered by the notification notice as outlined in 10.3.

10.3.7 **Worker's Responsibility for Address** Laid off workers are responsible for keeping the Network informed of their current address.

10.4 **Bumping Rights**

- (A) Bargaining Unit members who are laid off may claim a vacant position, if available, as determined by the Network, for which the worker meets the minimum qualifications. When more than one (1) Bargaining Unit member has been identified for lay off, the most senior laid-off employee shall be entitled to vacancies in other classifications. If no such position exists, the Bargaining Unit member will be eligible to bumping rights as listed in the following sections.
- (B) Employees at a specific location(s) identified for lay off shall have the option to bump the least-senior employee within the same job classification at another location.
- (C) If an employee is not able to bump into a position of the same classification, they may bump to a position in a classification formerly held by that employee as long as there is an employee with less seniority in that position. The employee must meet the minimum qualifications for the position as determined by the Network.

SECTION 11 - TIME OFF WITH PAY

11.1 **Paid Time Off (PTO)**

PTO consolidates both sick leave and vacation leave by placing both in a single category and it allows employees to use accrued leave according to individual preferences, subject to the conditions outlined in this section.

11.2 **Accrual of PTO**

11.2.1 Regular full-time employees (32 - 40 hours per week) will accrue PTO at the following rates:

Length of Service (years)	PTO Hours (per year)	PTO Days (per year)
1 st and 2 nd yrs	128	16
3 rd – 6 th yrs	168	21
7 th year	176	22
8 th year	184	23
9 th year	184	23
10 th year	208	26

11.2.2 Regular part-time employees (20 - 31 hours per week) will accrue PTO prorated on the schedule in 11.2.1.

11.3 Use of PTO

11.3.1 PTO is usable after ninety (90) calendar days, but will be retroactive to the employee's date of hire.

11.3.2 PTO must be scheduled ahead of time unless the reason for taking PTO is illness or emergency of the employee. The employee must obtain the approval of his/her supervisor for all scheduled PTO and must request PTO on the form provided for this purpose.

11.3.3 PTO leave requests for time off to be used as vacation must be submitted with as much advanced notice as possible. On or before January 15 of each year, employees may submit request bids for time off during the period covering March 1 through August 31, and the Network will confirm approved vacation schedules by or before February 15. Similarly, on or before July 15 of each year, employees may submit request bids for time off during the period covering September 1 through February 28, and the Network will confirm approved vacation schedules by or before August 15. Seniority shall be the governing factor when there is a conflict regarding vacation requests.

Vacation Scheduling

Vacation bids due:	January 15	July 15
Vacation period:	March 1 - August 31	September 1 - February 28
Approvals posted:	February 15	August 15

11.3.4 Requests for PTO leave for time off to be used as vacation which are received after January 15 or August 15, will be considered on a first come first served basis, and will not have priority over any bids received on or before those due dates.

11.3.5 A minimum of five (5) successive work days of P.T.O. must be taken per year. The year is defined as the period of time from anniversary date to anniversary date.

11.3.6 An employee may carry over an unused balance of up to one and one-half (1.5) times his/her annual PTO accrual into a subsequent year beginning on the employee's anniversary date. Hours in excess of this amount will be handled in accordance with the provisions of 11.4.2.

11.4 Limits on PTO Accrual.

11.4.1 The PTO balance of every employee will be audited on the anniversary date of their employment. PTO and ESL accrual balances will appear regularly on the employees' check stubs.

11.4.2 If the employee's PTO balance exceeds one and one-half (1.5) times his/her annual PTO accrual, the employee and the supervisor shall devise a schedule to permit the employee to take a sufficient amount of PTO to reduce the PTO balance to below that maximum accrual cap. This schedule shall be submitted to the Director of Human Resources for approval.

11.4.3 An employee may elect to transfer PTO hours to Extended Sick Leave (ESL) which are in excess of two hundred and forty (240) hours.

11.5 Payment Upon Termination

At the time of termination employees who have accumulated P.T.O. shall receive payment for all PTO hours accrued.

11.6 Extended Sick Leave (ESL)

Extended sick leave (ESL) represents insurance to the employee against a long term illness or injury that may last beyond the limits of his/her accrued PTO. ESL will be used in full work-day increments based on full-time employment.

11.7 Accrual of ESL

11.7.1 Employees shall accrue forty-eight (48) hours of ESL per year at the rate of four (4) hours per one (1) month of employment.

11.7.2 There is no limit on the amount of ESL that an employee may accrue. However, no payment will be made for accrued ESL upon an employee's termination.

11.8 Use of ESL

11.8.1 After an employee has used five (5) TOTAL, not consecutive, days of PTO for purposes of illness in any one (1) calendar year, the employee may use ESL for the sixth (6th) and following days of absence, provided a doctor's certificate is furnished by the employee. The doctor's certificate should be sent directly to Human Resources by the employee.

11.8.2 An employee may use ESL on the sixth (6th) consecutive calendar day of illness or disability, even if the previous five (5) consecutive calendar days do not fall within the same calendar year.

11.8.3 An employee may use ESL beginning with the first (1st) day of hospitalization or treatment in a surgical center, including outpatient surgery.

11.8.4 An employee may use ESL beginning with the first (1st) day of illness or disability which is the result of a work related illness or injury.

11.9 Integration of ESL with Disability Payments

11.9.1 ESL may be integrated with payment received under State Disability Insurance or Worker's Compensation. Information concerning the integration of payments is available from the Human Resources Office. The employee is responsible for contacting the Human Resources Office prior to the start of any absence due to medical reasons that is expected to last for one week or more. If the employee does not know prior to the absence that it will last for at least one week, or if the employee is not able to contact the Human Resources Office prior to the start of the absence, he or she should contact the Human Resources Office immediately following the fifth (5th) consecutive day of absence due to medical reasons, or as soon as possible thereafter.

11.9.2 Such integration shall not result in an employee receiving more than the rate of pay that they would have received if the employee had been working.

SECTION 12 - FUNERAL LEAVE

12.1 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.

12.2 In the event that the death occurs out of state, or is that of a spouse, domestic partner, or child, the employee may take up to five (5) days leave with pay to attend the funeral and make arrangements. The

employee, at the request of Gardner, will provide documentation of said family members passing.

- 12.3 Should the employee require additional time off beyond that available under 12.1 or 12.2, he/she may take up to five (5) days PTO with the approval of his/her supervisor.
- 12.4 Immediate family is defined as the employee's mother, father, brother, sister, husband, wife, daughter, son, grandparent, grandchild, mother-in-law, father-in-law, stepchildren, and same sex or opposite sex domestic partner
- 12.5 Employees wishing to attend the funeral of a patient or a fellow employee shall request up to four (4) hours of PTO for this purpose. Supervisors shall grant such requests if they will not disrupt patient services.

SECTION 13 - PERSONAL LEAVES OF ABSENCE

- 13.1 The CEO of the Network or designee may grant personal leaves of absence that are not otherwise protected by law without pay subject to the following conditions.
 - 13.1.1 No leave shall extend for longer than one (1) year.
 - 13.1.2 Leaves may not be used to accept other employment.
 - 13.1.3 The decision of the CEO (or designee) to not grant a personal leave of absence request shall not be grievable under this Agreement.
- 13.2 An employee who is granted a personal leave of absence under this section shall have the right to return to employment in the same or an equivalent classification in the same salary level.
- 13.3 If a personal leave of absence exceeds one (1) week the Network will suspend all insurance benefits, . An employee's entitlement to insurance coverage and Network payment toward such coverage while on other leaves of absence shall be in accordance with the provisions of federal and state law.
- 13.4 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.
- 13.5 An employee who does not return from a leave of absence by the date specified shall automatically be terminated.

SECTION 14 - EDUCATION LEAVES

14.1 Outside Leave

14.1.1 Employees seeking to improve their professional qualifications through educational courses offered outside the Network may request up to four (4) hours per week off from work without pay.

14.1.2 All such requests must be approved by the supervisor who shall grant the request unless they would interfere with the normal operation of the Network.

14.1.3 As an alternative to leave without pay, an employee may request a flexible schedule so that he/she may continue to work all scheduled hours and attend classes within each workweek.

14.1.4 **Tuition Reimbursement** – Tuition reimbursement shall be \$400 per year. Effective July 1, 2017, tuition reimbursement shall be increased from \$400 per year to \$550 per year, and shall be available after six (6) months of employment. Such reimbursement is available to all employees, including employees in the classifications of Dental Assistant, who may use it to attain dental assistant licensure, and Registered Dental Assistant who may use it for renewal of licensure.

14.2 Continuing Education

14.2.1 All full-time employees with six (6) months continuous service are eligible to apply for up to five (5) days of continuing education leave with pay per year.

14.2.2 Continuing education leave shall be used to attend seminars, workshops or conferences to maintain and increase job skills.

14.2.3 All requests for continuing education leave must be approved by the immediate supervisor. Denials may be appealed to the CEO or the COO, or designee.

14.2.4 In addition to paid release time, employees attending seminars, workshops or conferences away from Network facilities shall be eligible for travel expenses in accordance with Network policies. All travel expenses to be paid by the Network shall be identified to the employer prior to the start of the event that he/she attends.

14.2.5 Should the Network require an employee to attend an education course, it shall be under the conditions of paid release time and travel expenses as provided in 14.2.4.

14.2.6 The employer will pay employee travel expenses including professional memberships, tuition and registration fees, cost of course and related books or training materials, transportation and/or mileage, and costs of lodging including a per diem rate per day for meals as provided in 14.2.4.

14.2.7 The employer shall fully reimburse the employee for professional license and/or certification fees if related to maintain and/or increase job skills. The employer shall reimburse the employee within thirty (30) days of submission.

SECTION 15 - FAMILY CARE LEAVE

- 15.1 A Family Care Leave of Absence will be granted to workers pursuant to State and Federal requirements in effect at the time the leave is requested and granted. Family care leave will be coordinated with other applicable benefits and leave policies. To the extent required by law, the Network will continue to pay its portion of the worker's health insurance premiums for the duration of the leave.
- 15.2 To be eligible for a Family Care Leave of Absence, a worker must have been employed by the Network for at least twelve (12) months and worked at least 1250 hours during the twelve (12) months immediately preceding the commencement of the requested leave. Eligible workers may receive up to twelve (12) weeks during a rolling twelve (12) month period for one or more of the following reasons: (1) to care for a newborn, adopted, or foster child within one (1) year of the date of birth or placement of the child, (2) to care for a child, spouse, or parent with a serious health condition, (3) a worker's own serious health condition, and/or (4) pre-natal care and/or (5) to care for a "covered service member" with a serious illness or injury incurred in the line of duty. A "covered service member" is a service member who is a current member of the Armed Forces or a recent veteran who is undergoing medical treatment, recuperation, or therapy, is in outpatient care, or is on the temporary disability retired list, for a serious injury or illness; an eligible employee taking a leave of absence for this purpose may take up to twenty-six (26) weeks of leave during a rolling twelve (12) month period.
- 15.3 A health care provider's certification of serious illness and a written request for Family Care Leave must be submitted to Human Resources prior to such leave. Failure to provide medical certification will result in the denial of said leave and/or be grounds for disciplinary action (consistent with Section 22 "Discipline") against the employee who failed to provide medical certification upon his/her return to work.

- 15.4 If an employee fails to return from an approved leave, then the employee will be considered to have voluntarily resigned and will be terminated from employment at the Network. The employee is solely responsible for notifying the Network of changes of address as well as return-to-work dates modified by the physician.

SECTION 16 - JURY DUTY

- 16.1 An employee who is required to serve on a jury of any court shall notify the Network as soon as possible after receiving notice thereof.
- 16.2 Such employees shall be granted a leave of absence without loss of seniority to perform jury duty. The employee shall receive from the Network the difference between his/her regular salary and the jury duty fee.
- 16.3 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 eight (8) hours per day.
- 16.4 The Network will grant the employee regular pay for jury duty (less juror fees) for a maximum period of five (5) work days.
- 16.5 The Network will NOT pay for jury duty pay beyond the five (5) days, and the employee should request to be excused from any jury that would last beyond the five (5) days. Exceptions to this limit will be considered on a case-by-case basis.
- 16.6 The employee may keep any mileage pay earned while serving as a juror.

SECTION 17 - TRAVEL REIMBURSEMENT

- 17.1 Employees who use personal vehicles for travel on approved business for the Employer shall be reimbursed for mileage at the current IRS rate.
- 17.2 All travel authorized by the Supervisor or designee shall be paid by the Network including, but not limited to mileage reimbursement as provided in 17.1.
- 17.3 Effective July 1, 2017, an employee who is required to begin his/her work day at a Network location that is a greater distance from his/her residence

than the location to which permanently assigned, shall receive mileage reimbursement for those miles driven in excess of his/her normal commute.

SECTION 18 - HOLIDAYS

18.1 The Network shall observe the following paid holidays on the day they are generally observed:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving Day
- Christmas Eve (after 4 hours worked)
- Christmas Day
- New Year's Eve (after 4 hours worked)
- Two Personal Holidays (may be used as floating holidays)

18.2 Prior written authorization from the employee's supervisor must be obtained by the employee before the employee takes time off with pay for the Personal (floating) Holidays.

18.3 Holidays which occur on a Saturday shall be observed on the preceding Friday and holidays which occur on a Sunday shall be observed on the succeeding Monday.

18.4 An employee who works during a holiday shall have the option of taking the holiday on another day of the employee's choice or of receiving compensation at the rate of two and one-half (2-1/2) times the employee's normal hourly rate for the hours worked.

18.5 To be eligible for holiday pay an employee must meet the following conditions:

18.5.1 Shall have been employed by the Network for at least sixty (60) calendar days.

18.5.2 Shall not be on unpaid leave of absence or layoff.

18.5.3 Shall have worked the workday prior to and after the scheduled holiday unless the employee is on PTO, ESL or is otherwise excused by the Network.

SECTION 19 - INSURANCE BENEFITS

- 19.1 The Network shall provide group insurance coverage consisting of a comprehensive medical, psychiatric and dental plan, and in addition shall provide optometry services covering employees and their dependents. The Network shall also provide group life and long-term disability coverage for the employees only.
- 19.2 Employees shall be automatically covered under the insurance provided in 19.1 upon completion of sixty (60) calendar days of employment.

19.3 Health Care Coverage

19.3.1

a) Health Savings Account (H.S.A.) Effective 01/01/2016, the Network implemented a Health Savings Account (H.S.A) for each employee participating in the health benefits program.

Effective 01/01/2017, and for subsequent contract plan years through June 30, 2020.

HSA Minimum Annual Deductible Limits for 2017*

Individual \$1,300
Family (2 or more) \$2,600

*Annual deductibles are subject to change on an annual basis in accordance with IRS regulations. Management agrees to meet and confer with the Union if, during any one year of the term of the Agreement the HSA deductible increases more than 10%; management to notify the Union at least 60 days prior to proposed implementation date.

Gardner will pay 90% of the TOTAL cost of the employee's minimum annual deductible contributions for the first year and 90% for the subsequent years as follows:

Effective January 15, 2017 Gardner will pay \$585 of the cost of the annual deductible for individual coverage or \$1,170 for the family (2 or more) coverage

On or before April 1, 2017, Gardner will pay \$585 of the cost of the annual deductible for individual coverage or \$1,170 for the family (2 or more) coverage

On or before January 15, 2018, Gardner will pay \$1,170 of the cost of the annual deductible for individual coverage or \$2,340 for the family (2 or more) coverage

On or before January 15, 2019, Gardner will pay \$1,170 of the cost of the annual deductible for individual coverage or \$2,340 for the family (2 or more) coverage

On or before January 15, 2020, Gardner will pay \$1,170 of the cost of the annual deductible for individual coverage or \$2,340 for the family (2 or more) coverage

Covered employees may make pre-tax payroll deductions to the H.S.A account

b) Health Plans - Effective 01/01/2017, employees will make the following contributions toward the medical insurance plan:

Plan Type	Percentage
Employee Only	10%
Employee + Spouse	16%
Employee + Child	16%
Employee + Family	17%

19.3.2 **Network Self-Insured Health Plan** Effective 01/01/2016, health benefits coverage for each employee participating in the health benefit program remained the same as on 12/31/2015, but incorporated:

- (A) Deductibles of \$1300 annually for individual coverage and \$2600 for family coverage (employee and one or more dependents). These deductibles are subject to change in accordance with IRS regulations.

Out-of-Pocket and Lifetime Maximum

Annual Out-of-Pocket for Individual/Family	No change from 12/31/15
Maximum Lifetime Benefit	No change from 12/31/15

Physician Services

Office Visit	\$20 Co-pay
Urgent Care Centers	\$20 Co-pay
Specialists – Office Visit	\$40 Co-pay
X-ray/Lab	\$20 Co-pay

Preventive Care

Routine Physical Exam	No change from 12/31/15
Gynecological Exam – Well Woman	No change from 12/31/15
Well Man Exam	No change from 12/31/15
Well Baby/Child Immunization	No change from 12/31/15

Hospital

Emergency Room – True Emergency	\$200 Co-pay (waived if admitted)
Emergency Room – Non-Emergency	\$200 Co-pay (waived if admitted)
Outpatient Surgery	\$350 Co-pay/admit
Inpatient (Semi-Private)	\$350 Co-Pay/admit

Maternity

Hospital	\$350 Co-pay
Physician Office Visit	No change from 12/31/15
Nursery Care	No change from 12/31/15

Chiropractic

\$20 Co-pay (no change from 12/31/15). \$1000 limit removed. Clinical review after 12 visits, as required by Health Care Reform.

Acupuncture/Acupressure

\$20 Co-pay (no change from 12/31/15). \$1000 limit removed. Clinical review after 12 visits, as required by Health Care Reform.

Physical/Occupational/Speech Therapy

\$20 Co-pay (no change from 12/31/15). \$1000 limit removed. Clinical review after 12 visits, as required by Health Care Reform.

Home Health Care

No change from 12/31/15

Hospice

No change from 12/31/15

Mental Health

Inpatient	\$350 Co-pay
Outpatient	\$20 Co-pay

Substance Abuse

Inpatient	\$350 Co-pay
Outpatient	\$20 Co-pay

Retail Prescription

Generic	\$10 Co-pay/90-day supply
Brand	\$20 Co-pay/90-day supply
Non-Formulary	\$20 Co-pay/90-day supply

Mail Order Prescription

Generic	\$10 Co-pay/180-day supply
Brand	\$20 Co-pay/180-day supply
Non-Formulary	\$20 Co-pay/180-day supply

19.3.3 Part-time

The Network will contribute a prorated “full share” of the contribution made for a full-time employee toward the employee’s H.S.A. account for any enrolled employee who works between 50% FTE and 79% FTE. The

employee will pay the difference between the total plan cost less the Network's' contribution.

- 19.4 The choice of insurance carrier or the decision to be self-insured shall be made exclusively by the Network. However, the Network shall not reduce the level of benefits during the term of this agreement without the mutual agreement of the Union. The Union shall be notified of all changes in insurance carriers prior to the effective date of the change.
- 19.5 Part-time employees must work a minimum of twenty (20) hours per week to be eligible for insurance coverage.
- 19.6 The Network shall provide insurance cards identifying the name of the insurance carrier for all employees covered under Network insurance plans.
- 19.7 The Employer will provide a twenty percent (20%) discount for over the counter non-prescription purchases by employees, at the Network pharmacy.
- 19.8 The Employer will have an Employee Assistance Program, at no cost to the employee.
 - Counseling
 - Legal Services
 - Dependent Care Referrals
 - Community Resource Referrals
- 19.9 The Employer will provide Life, Accidental Death and Dismemberment, and Long Term Disability insurances at no cost to employees who qualify for benefits.
- 19.10 The Union shall join and participate actively on the Gardner *Benefits Advisory Committee on Health Care*.

SECTION 20 - OPTOMETRIC AND ORTHODONTIC BENEFITS

- 20.1 The Network shall provide optometric coverage of \$300.00 per year to qualifying employees and dependents. Eligible services include an eye exam, supplies, lenses and frames, including prescription sunglasses; see benefit description for details.
- 20.2 Orthodontic services are provided through the dental Self Insurance Plan at a lifetime maximum coverage of \$1,500.

SECTION 21 - RETIREMENT

- 21.1 Employees are eligible to participate in the 401(k) retirement plan upon completion of 1000 hours of service. Once the eligibility requirement is met, the employee will be enrolled in the plan during the quarterly scheduled entry date. Entry dates for plan participation are January 1st, April 1st, July 1st, and October 1st.
- 21.2 The Employer will make a contribution equal to 2.16% of gross salary for each eligible employee in accordance with the terms of the plan document.

Gardner will forward by the twentieth (20) of each month all employee deductions applicable to the earnings of the prior month. Employees will be allowed to deduct up to the allowable IRS maximum, per pay period, to the 401K plan.

Gardner agrees that effective after a worker's third (3rd) year of consecutive service, if the worker is making any contribution to his/her 401k plan, Gardner will contribute an additional amount equal to .5% of a worker's gross monthly wage.

Gardner also agrees that effective after a worker's sixth (6th) year of consecutive service, if the worker is making any contribution to his/her 401k plan, Gardner will contribute an additional amount equal to 1% of the worker's gross monthly wage.

- 21.3 The employee becomes 100% vested with respect to the Employer's contributions after three (3) years of service as defined by the plan document. A year of service as defined by the plan document is 1,000 hours within the plan year.
- 21.4 The employee may make voluntary contributions to the 401(k) plan, in accordance with the terms of the plan document, and not exceed the maximum amount allowable by applicable laws.
- 21.5 The employee is 100% vested immediately with respect to contributions made to the plan by the employee.

SECTION 22 - DISCIPLINE

- 22.1 Employees are expected to meet acceptable standards of conduct and performance at all times. The Network views compliance with these rules to be an important responsibility of every employee. Violation of Network rules may lead to disciplinary action up to and including termination. The

Network agrees that all discipline will be for just cause and the Network will agree to follow the principles of progressive discipline.

- 22.2 The employer may discipline employees pursuant to the procedures described herein.
- 22.3 **Sufficient Cause for Action.** The employer may dismiss, suspend, or demote an employee for just cause, provided they have reasonably adhered to the principles of progressive discipline. The employer will notify the employee of the time and place for a disciplinary meeting and notify them of their right to have Union representation present at the meeting. If no acceptable Union representation is available at the time of the meeting, it shall be held in abeyance until a Union representative is available, which shall be as soon as possible.
- 22.4 At the disciplinary meeting, the employee and the Union will have the opportunity to meet with the manager recommending such discipline, to present reason(s) why the recommended discipline should not be imposed. The manager recommending discipline may withdraw the recommendation to discipline or proceed with the recommended discipline following the disciplinary meeting.
- 22.5 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 23 of this Agreement.
- 22.6 In the event of gross misconduct on the part of an employee, the employer may terminate employee or impose a temporary suspension pending a disciplinary decision, without a disciplinary meeting. If the employer imposes a temporary suspension, the employee may be suspended with or without pay, pending a final decision, such as would normally be made pursuant to a 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 employee or by the Union through the grievance procedure, as set forth in Section 23 of the Agreement. For purposes of this section, "gross misconduct" includes but is not limited to theft, embezzlement, fighting, improper use or distribution of drugs, or conduct which jeopardizes the safety or welfare of patients, visitors, or other employees of the Network.
- 22.7 Written or verbal warnings may be appealed only through Step Two of the grievance procedure.
- 22.8 Any employee has the right to place in his or her employee file, a written response to verbal or written warnings.

SECTION 23 - GRIEVANCE PROCEDURE

23.1 Definition of a Grievance

A grievance is defined as a condition that exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employee or employees, the Union's designated representatives acting on behalf of an employee, or the Union acting on its own behalf concerning the interpretation or application of this Agreement; the interpretation or application of the Network's Personnel Policies and Procedures; any other matter affecting the mutual relations between the Union and the Network; or any alleged improper discharge, demotion, disciplinary actions taken by the Network.

23.2 Intent of the Union and the Network

It is the intent of the Union and Network to resolve all grievances promptly and at the lowest step possible. Both parties agree to fully disclose all knowledge about the facts pertaining to the grievance at the earliest possible time. Both parties further agree not to utilize the procedure in a manner intended to harass the other party.

23.3 Steps in the Grievance Procedure

23.3.1 Step 1 Within (10) working days of the occurrence, the employee or his/her representative shall present the grievance in writing to the Department Head. The grievance shall generally include the name of the grievant, a specific statement of the issue or issues involved, the time and place of occurrence, the provision or provisions of the collective bargaining agreement which have been violated, and the remedy suggested. A response by the Department Head shall be made in writing within ten (10) working days of receipt of the grievance.

23.3.2 Step 2 If the grievance is not resolved at step 1, the employee or his/her representative may appeal in writing within ten (10) working days of receipt of the step 1 response to the CEO. A meeting shall be held at this step among the employee, his/her representative, and the CEO within seven (7) working days. Within ten (10) working days from the date of the grievance meeting the CEO shall respond in writing.

23.3.3 Step 3 If the grievance is not resolved at step 2, the employee or his/her representative may request a hearing before a Board of Review within ten (10) working days after receipt of the step 2 decision. The Board of Review shall consist of three 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 Network's 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) days from the date of the request and shall issue a decision in writing. The decision of the Board of Review shall be final, except in those cases involving an employee termination, which the Union may appeal to step 4. The grievant and any witnesses shall be granted paid release time for the entire hearing.

23.3.4 Step 4 If the grievance involving an employee termination has not been resolved by any of the preceding steps the Union may request arbitration in writing within ten (10) working days of receipt of the step 3 Board of Review decision.

23.3.4.1 The arbitrator shall be selected by obtaining a list of seven (7) arbitrators from the Federal Mediation and conciliation Service and the Union and the Network alternately striking names from the list until one name remains. The order of striking names shall be determined by lot. Upon the selection of the arbitrator the Union and the Network shall set the date of the arbitration.

23.3.4.2 All fees and expenses of the arbitration shall be shared equally by the Network and the Union.

23.3.4.3 The arbitrator shall not be empowered to add to, delete from or otherwise modify the Agreement or the Personnel Policies and Procedures. The arbitrator's decision shall be binding on both the Union and the Network and it shall not be contrary to the laws of California or the United States. The arbitrator shall issue his/her decision in writing as soon as possible after the conclusion of the hearing and the decision shall be based solely upon the issues, evidence and arguments presented by the parties during the course of the hearing.

23.3.4.4 If the Network raises the issue of arbitrability as a defense the arbitrator shall first decide this issue and shall then decide the grievance on its merits if he/she has determined it to be arbitrable.

23.4 Other Provisions:

23.4.1 The Union may initiate grievances filed on its own behalf directly at step 2 of the grievance procedure.

23.4.2 Grievances filed by individual employees which raise similar issues may be consolidated if so requested by the Union.

23.4.3 Failure of the Union or an employee to advance a grievance within the time limits prescribed by this procedure shall be cause to deny the grievance. Failure of the Network to respond to a grievance within the time limits prescribed by this procedure shall entitle the employee or the Union to file the grievance at the next step as if a decision had been issued.

SECTION 24 - JOB POSTING AND PROMOTION

- 24.1 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 Network, confirmed in writing, that the requirement to post the opening is waived.
- 24.2 If there are three (3) or more applicants from within the bargaining unit who meet the minimum requirements of the higher classification as specified by the job description, the Network shall select one (1) of the employees.
- 24.3 If there are less than three (3) applicants who meet the conditions specified in 24.2 the Network shall consider these employees before hiring any outside applicants.
- 24.4 After a promotion occurs there shall be a probationary period of three (3) months. If an employee does not pass the probationary period, he/she shall be returned to the classification held prior to promotion. The determination of whether an employee passes probation after promotion shall not be grievable.

SECTION 25 - EVALUATIONS

- 25.1 The Network shall evaluate each employee's overall work performance on an annual basis as determined by the employee's anniversary date of hire, unless the employee was promoted or transferred to a different position during the year, in which case the evaluation will be on the anniversary of the promotion or transfer. A copy of the evaluation shall be provided to the employee and a copy shall be placed in their personnel record.
- 25.2 The employee may elect to provide a written response to his/her evaluation. Such comments shall be completed with ten (10) working days of the date the evaluation was received by the employee and shall

be attached to the evaluation and placed in the personnel record.

- 25.3 An employee who is dissatisfied with an adverse evaluation may appeal the evaluation to the appropriate Director within ten (10) working days of his/her receipt of the evaluation. Such appeal shall be an alternative to the procedure in 25.2, but shall not preclude an employee from providing a written response. The decision of the Director shall be final and shall not be subject to the grievance procedure.
- 25.4 An employee will receive the annual step increase on the anniversary date of the employee's last step increase
- a) unless his/her anniversary date has been adjusted as provided in Section 7.1.1, or
 - b) unless the supervisor has denied the step increase as part of the normal evaluation process prior to the employee's anniversary date.
- 25.5 The parties shall meet no later than one hundred twenty (120) days after the execution of this Agreement to jointly discuss and arrive at a new evaluation process, to which the above provisions will continue to apply.

SECTION 26 – EMPLOYEE RECORDS

- 26.1 The Network shall maintain, in Human Resources, a record for each employee which includes dates of employment, salary, classification held, and other relevant Human Resources information.
- 26.2 An employee or his/her authorized Union representative shall have access to his/her employee personnel file in Human Resources and shall be able to review the file at the employee's request and appointment in Human Resources. An employee file cannot be removed from the Human Resources offices and the employee can review the file in the presence of the Human Resources representative.
- 26.3 If the employee has been subject to a disciplinary action, material relating to the action may be kept in the employee personnel file, except that all grievance files shall be maintained separately. After an employee has shown improvement by not receiving additional disciplinary actions for one (1) year, records pertaining to the prior disciplinary action shall be removed from the file.
- 26.4 Employees may have a copy of any document in his/her file, and the entire file can be reviewed by the employee. No document shall be placed in an employee's personnel file unless he/she has first been shown and offered a copy of the document, except where placement is merely in

connection with a credit or reference inquiry, E-mail to the employee shall be considered acceptable notification.

SECTION 27 - ATTENDANCE

- 27.1 Tardiness is defined as arriving at the work site after the schedule starting time. Arrival more than eight (8) minutes after the scheduled starting time may result in docking of pay for the time missed.
- 27.2 Three (3) or more instances of tardiness in a pay period may result in disciplinary action.
- 27.3 Employees must obtain permission from the Clinic Coordinator in order to take time off in advance of the time taken unless the time off is for illness or other emergency. An absence for which the employee has not obtained advance permission which is not for illness or emergency is an unexcused absence. If an employee takes time off without advance notice or permission for illness or other emergency, the employee (or a family member) is required to contact the Network promptly, or as soon as practicable, to explain the reason for the time off.
- 27.4 More than two (2) instances of unexcused absence in a year may result in disciplinary action up to and including termination.

SECTION 28 - OUTSIDE EMPLOYMENT

- 28.1 A full-time employee shall not engage in outside employment that is incompatible with the performance of their job duties. Incompatibility shall be defined as activities which either substantially hinder the performance of the employee's job duties or result in a conflict of interest.
- 28.2 An employee who has an outside job must notify the Network of his/her employment.

SECTION 29 - SAFETY

- 29.1 It is the Network's responsibility to provide a safe work place and safe working conditions.
- 29.2 Drivers and maintenance employees shall be provided by the Network with rain pants and jackets of a highly visible color at no cost to the employee.

- 29.3 Aprons shall be made available to employees working in the dental lab and dental x-ray darkroom.
- 29.4 Employees who have personal clothing destroyed by a patient shall have the clothing replaced by the Network based upon replacement costs in the San Jose area.

SECTION 30 - WORK ASSIGNMENTS

- 30.1 An employee who is assigned to work at a clinic other than his/her regular clinic shall not be required to travel to the new clinic during lunch or break periods.
- 30.2 No employee shall be required to perform duties which violate license restrictions.
- 30.3 In no event shall any temporary work assignment cause an employee to suffer a reduction in their wage rate.

SECTION 31 - NEW WORK

- 31.1 In the event that the Network introduces a job classification which falls within the bargaining unit the Union and the Network shall negotiate the wage rate. Such negotiations may also include reclassifying existing positions to meet the wage rate of the new classification if appropriate.

SECTION 32 – MISCELLANEOUS PROVISIONS

- 32.1 **Employee Lockers** Employees will be provided with lockers to the extent possible, but will be responsible for the lock itself. The lockers, to the extent possible, will be located in a convenient proximity to the employee's worksite. The Network cannot be responsible for personal or other items left in the lockers provided.
- 32.2 **Exit Interview** An employee will be scheduled for an exit interview with the Department of Human Resources upon their notice of resignation. The purpose of the exit interview is to receive the employee's input about his or her job, the supervisor, the department, and the Network, as the employee may suggest useful actions for employment within the area of the employee's experience and knowledge. Exit interview information will therefore be discussed with the appropriate managers or supervisors to enable them to evaluate their programs. Opinions expressed by the employee during the interview have no adverse effect on his or her status

with the Network, nor on any recommendations to future employers about the employee's performance.

- 32.3 **Final Paycheck** An employee who has given the Network at least 72 hours notice of intent to resign will on his or her final day of work be paid all monies owed. An employee who resigns without notice will receive a paycheck no later than 72 hours after the last day worked. An employee terminated by the Network without notice will be paid at the time of termination.

SECTION 33 - NO STRIKE

- 33.1 The Union shall not cause, authorize or otherwise sanction a strike, work stoppage, or honoring another labor organization's picket line during the term of this agreement and all extensions thereof. In the event Union members engage in such actions the Union will make a good faith effort to end the activity immediately.

SECTION 34 - MANAGEMENT RIGHTS

- 34.1 Except as specifically limited by this agreement the Network reserves all of its rights with respect to the planning, management and operation of its clinics including, but not limited to, the right to determine the number of employees needed to perform a particular job or fill a particular job classification; the right to direct the work force; the right to maintain order and efficiency and to make and enforce safety rules and rules of conduct which are not in conflict with this Agreement; the right to establish quality and quantity standards required to efficiently run the organization; the right to eliminate jobs or positions when necessary and the right to take measures to insure that the Network is operated in an efficient and economical manner; and the right to determine the hours of operation.
- 34.2 The Network shall have the right to subcontract janitorial services.
- 34.3 The Network may combine jobs or positions provided that the Network and the Union shall negotiate the wages of each classification which contains duties and responsibilities not completely contained in the previous classification.

SECTION 35 - ENTIRE AGREEMENT

- 35.1 The provisions set forth in this Agreement shall constitute the entire agreement between the Union and the Network.

SECTION 36 - RATIFICATION AND APPROVAL

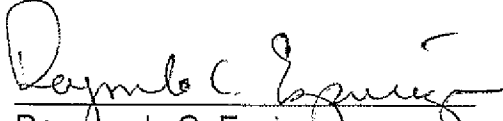
- 36.1 This Agreement shall become effective upon ratification by the Network's Board of Directors and the membership of the Gardner Chapter of AFSCME Local 101.

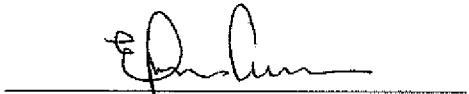
SECTION 37 - TERM OF AGREEMENT

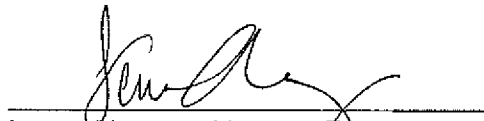
- 37.1 This Agreement shall become effective January 1, 2017 and shall remain in effect until June 30, 2020, unless altered as described below or through the re-opener as outlined at the beginning of this agreement
- 37.2 The Union and the Network agree that either party may notify the other of its desire to modify this Agreement effective January 1, 2020, provided that written notice of such intent is given between sixty (60) and ninety (90) days prior to that date. The parties agree to limit any proposed modifications to this Agreement to items mutually agreed upon.

SECTION 38 - SIGNATURE CLAUSE

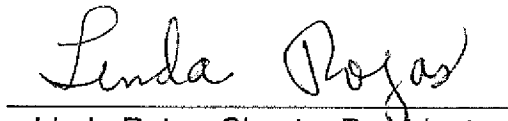
Gardner Family Health Network:


Reymundo C. Espinoza
Chief Executive Officer



Efrain Corta, Chief of Operations


Lena Alvarez, Human Resources

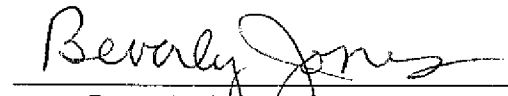
AFSCME, Local 101:

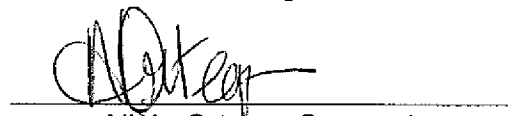

Linda Rojas, Chapter President

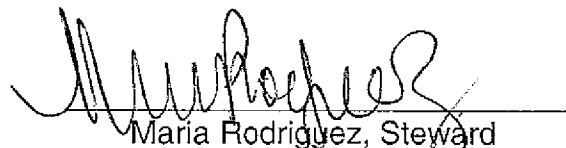

Yolanda R. Del Rio, Vice President

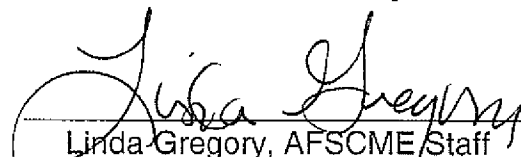

Cristal Flores, Secretary


Marta Castelar, Steward


Beverly Jones, Steward


Alicia Ortega, Steward


Maria Rodriguez, Steward


Linda Gregory, AFSCME/Staff

APPENDIX A

AFSCME UNION SCALE Effective 1/1/2017 through 6/30/17 (reflects 3% spread between steps)

Level	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
IV	Business Office Clerk	\$13.17	\$13.57	\$13.98	\$14.40	\$14.83	\$15.27	\$15.73	\$16.20	\$16.69
	Central Comm Clerk	\$27,403	\$28,226	\$29,071	\$29,952	\$30,844	\$31,762	\$32,724	\$33,696	\$34,715
	Health Information Clerk									
	Pharmacy Tech									
	Optometric Technician I Utility Worker I									
V	Courier	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58	\$16.05	\$16.53	\$17.03	\$17.54
	Printer	\$28,797	\$29,662	\$30,549	\$31,470	\$32,407	\$33,378	\$34,382	\$35,422	\$36,483
	Accounts Payable Clerk									
VI	Billing Representative	\$14.68	\$15.12	\$15.57	\$16.04	\$16.52	\$17.02	\$17.53	\$18.06	\$18.60
	Cashier/Biller	\$30,528	\$31,450	\$32,386	\$33,363	\$34,362	\$35,402	\$36,462	\$37,565	\$38,688
VII	Medical Referral Clerk	\$15.75	\$16.21	\$16.70	\$17.20	\$17.72	\$18.25	\$18.80	\$19.36	\$19.94
	Dental Assistant	\$32,724	\$33,715	\$34,729	\$35,776	\$36,858	\$37,960	\$39,104	\$40,261	\$41,475
	Medical Assistant									
	Sr. Business Office Clerk									
	Sr. Accounts Payable Clerk									
	Utility Worker II Sr. Health Information Clerk									
VIIB	National Registered Certified Medical Assistant	\$16.54	\$17.02	\$17.54	\$18.06	\$18.61	\$19.16	\$19.74	\$20.33	\$20.94
	Vaccine Coordinator	\$34,403	\$35,402	\$36,483	\$37,565	\$38,709	\$39,853	\$41,059	\$42,286	\$43,555
VIII	Sr. Medical Assistant	\$17.15	\$17.67	\$18.20	\$18.75	\$19.31	\$19.89	\$20.49	\$21.10	\$21.73
	Reg. Dental Assistant	\$35,679	\$36,755	\$37,853	\$38,993	\$40,154	\$41,371	\$42,619	\$43,892	\$45,201
	Optometric Technician II									
	Reg. Pharmacy Technician									
	Mobile Drive/BOC									
	Community Health Worker									
	Case Manager/Referral Clerk									
	Sr. Referral Clerk									
	Sr. Billing Representative									

*Step 9 and above 1% increase on anniversary date

APPENDIX A

AFSCME UNION SCALE

Effective 7/1/2017 through 6/30/18 (reflects 2.5% adjustment and 3% spread between steps)

Level	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
IV	Business Office Clerk	\$13.50	\$13.91	\$14.33	\$14.76	\$15.20	\$15.65	\$16.12	\$16.61	\$17.11
	Central Comm Clerk	\$28,080	\$28,933	\$29,806	\$30,701	\$31,616	\$32,552	\$33,530	\$34,549	\$35,589
	Health Information Clerk									
	Pharmacy Tech									
	Optometric Technician I Utility Worker I									
V	Courier	\$14.19	\$14.62	\$15.06	\$15.51	\$15.97	\$16.45	\$16.94	\$17.46	\$17.98
	Printer	\$29,515	\$30,410	\$31,325	\$32,261	\$33,218	\$34,216	\$35,235	\$36,317	\$37,398
	Accounts Payable Clerk									
VI	Billing Representative	\$15.05	\$15.50	\$15.96	\$16.44	\$16.93	\$17.45	\$17.97	\$18.51	\$19.07
	Cashier/Biller	\$31,304	\$32,240	\$33,197	\$34,195	\$35,214	\$36,296	\$37,378	\$38,501	\$39,666
VII	Medical Referral Clerk	\$16.14	\$16.62	\$17.12	\$17.63	\$18.16	\$18.71	\$19.27	\$19.84	\$20.44
	Dental Assistant	\$33,571	\$34,570	\$35,610	\$36,670	\$37,773	\$38,917	\$40,082	\$41,267	\$42,515
	Medical Assistant									
	Sr. Business Office Clerk									
	Sr. Accounts Payable Clerk									
	Utility Worker II Sr. Health Information Clerk									
VIIB	National Registered Certified	\$16.95	\$17.45	\$17.99	\$18.51	\$19.08	\$19.64	\$20.23	\$20.84	\$21.46
	Medical Assistant	\$35,256	\$36,296	\$37,419	\$38,501	\$39,686	\$40,851	\$42,078	\$43,347	\$44,637
	Vaccine Coordinator									
VIII	Sr. Medical Assistant	\$17.58	\$18.11	\$18.66	\$19.22	\$19.79	\$20.39	\$21.00	\$21.63	\$22.27
	Reg. Dental Assistant	\$36,566	\$37,669	\$38,813	\$39,978	\$41,163	\$42,411	\$43,680	\$44,990	\$46,322
	Optometric Technician II									
	Reg. Pharmacy Technician									
	Mobile Drive/BOC									
	Community Health Worker									
	Case Manager/Referral Clerk									
	Sr. Referral Clerk									
	Sr. Billing Representative									

*Step 9 and above 1% increase on anniversary date

APPENDIX A
AFSCME UNION SCALE
Effective 7/1/2018 through 6/30/19 (reflects 2% adjustment and 3% spread between steps)

Level	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
IV	Business Office Clerk	\$13.77	\$14.19	\$14.62	\$15.06	\$15.50	\$15.96	\$16.44	\$16.94	\$17.45
	Central Comm Clerk	\$28,642	\$29,515	\$30,410	\$31,325	\$32,240	\$33,197	\$34,195	\$35,235	\$36,296
	Health Information Clerk									
	Pharmacy Tech									
	Optometric Technician I Utility Worker I									
V	Courier	\$14.47	\$14.91	\$15.36	\$15.82	\$16.29	\$16.78	\$17.28	\$17.81	\$18.34
	Printer	\$30,098	\$31,013	\$31,949	\$32,906	\$33,883	\$34,902	\$35,942	\$37,045	\$38,147
	Accounts Payable Clerk									
VI	Billing Representative	\$15.35	\$15.81	\$16.28	\$16.77	\$17.27	\$17.80	\$18.33	\$18.88	\$19.45
	Cashier/Biller	\$31,928	\$32,885	\$33,862	\$34,882	\$35,922	\$37,024	\$38,126	\$39,270	\$40,456
VII	Medical Referral Clerk	\$16.46	\$16.95	\$17.46	\$17.98	\$18.52	\$19.08	\$19.66	\$20.24	\$20.85
	Dental Assistant	\$34,237	\$35,256	\$36,317	\$37,398	\$38,522	\$39,686	\$40,893	\$42,099	\$43,368
	Medical Assistant									
	Sr. Business Office Clerk									
	Sr. Accounts Payable Clerk Utility Worker II Sr. Health Information Clerk	This Step Deleted 7/1/17								
VIIB	National Registered Certified Medical Assistant	\$17.29	\$17.80	\$18.35	\$18.88	\$19.46	\$20.03	\$20.63	\$21.26	\$21.89
	Vaccine Coordinator	\$35,963	\$37,024	\$38,168	\$39,270	\$40,477	\$41,662	\$42,910	\$44,221	\$44,531
VIII	Sr. Medical Assistant	\$17.93	\$18.47	\$19.03	\$19.60	\$20.19	\$20.80	\$21.42	\$22.06	\$22.72
	Reg. Dental Assistant	\$37,294	\$38,418	\$39,582	\$40,768	\$41,995	\$43,264	\$44,554	\$45,885	\$47,258
	Optometric Technician II									
	Reg. Pharmacy Technician									
	Mobile Drive/BOC									
	Community Health Worker									
	Case Manager/Referral Clerk									
	Sr. Referral Clerk									
	Sr. Billing Representative									

*Step 9 and above 1% increase on anniversary date

APPENDIX A

AFSCME UNION SCALE

Effective 7/1/2019 through 6/30/20 (reflects 2% adjustment and 3% spread between steps)

Level	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
IV	Business Office Clerk	\$14.05	\$14.47	\$14.91	\$15.36	\$15.81	\$16.28	\$16.77	\$17.28	\$17.80
	Central Comm Clerk	\$29,224	\$30,098	\$31,013	\$31,949	\$32,885	\$33,862	\$34,882	\$35,942	\$37,024
	Health Information Clerk									
	Pharmacy Tech									
	Optometric Technician I Utility Worker I									
V	Courier	\$14.76	\$15.21	\$15.67	\$16.14	\$16.62	\$17.12	\$17.63	\$18.17	\$18.71
	Printer	\$30,701	\$31,637	\$32,594	\$33,571	\$34,570	\$35,610	\$36,670	\$37,794	\$38,917
	Accounts Payable Clerk									
VI	Billing Representative	\$15.66	\$16.13	\$16.61	\$17.11	\$17.62	\$18.16	\$18.70	\$19.26	\$19.84
	Cashier/Biller	\$32,573	\$33,550	\$34,549	\$35,589	\$36,650	\$37,773	\$38,896	\$40,061	\$41,267
VII	Medical Referral Clerk	\$16.79	\$17.29	\$17.81	\$18.34	\$18.89	\$19.46	\$20.05	\$20.64	\$21.27
	Dental Assistant	\$34,923	\$35,963	\$37,045	\$38,147	\$39,291	\$40,477	\$41,704	\$42,931	\$44,242
	Medical Assistant									
	Sr. Business Office Clerk									
	Sr. Accounts Payable Clerk Utility Worker II Sr. Health Information Clerk	This Step Deleted 7/1/17								
VIIB	National Registered Certified Medical Assistant	\$17.64	\$18.16	\$18.72	\$19.26	\$19.85	\$20.43	\$21.04	\$21.69	\$22.33
	Vaccine Coordinator	\$36,691	\$37,773	\$38,938	\$40,061	\$41,288	\$42,494	\$43,763	\$45,115	\$46,446
VIII	Sr. Medical Assistant	\$18.29	\$18.84	\$19.41	\$19.99	\$20.59	\$21.22	\$21.85	\$22.50	\$23.17
	Reg. Dental Assistant	\$38,043	\$39,187	\$40,373	\$41,579	\$42,827	\$44,138	\$45,448	\$46,800	\$48,194
	Optometric Technician II									
	Reg. Pharmacy Technician									
	Mobile Drive/BOC									
	Community Health Worker									
	Case Manager/Referral Clerk									
	Sr. Referral Clerk									
	Sr. Billing Representative									

*Step 9 and above 1% increase on anniversary date