

SWIC -ESC
Tentative Agreement – Medical, Dental, Vision
Subject to overall agreement
March 7, 2023

SECTION ##. GROUP MEDICAL COVERAGE, VISION CARE, AND DENTAL PLAN

Bargaining unit employees will be offered the same Sutter Select EPO and PPO Medical plans, Vision plan(s) and Dental plan(s) under the same terms and conditions (including, but not limited to, employee premium contributions, co-pays, benefits available, etc.) as the Foundation provides to its non-exempt, non-union employees.

Regular full-time APCs and regular part-time APCs are eligible for benefits. Short-hour APCs, per diem APCs, limited term APCs, and temporary APCs are eligible for benefits only as applicable under state and federal law.

A. Medical

The Medical benefits shall be available under this section to an eligible new employee on the first day of the month following 30 days of hire.

Medical benefits are available to all eligible employees, their spouse or domestic partner, and all children up to age 26 (i.e., through the age of 25 years), per Federal guidelines/law. Adult children may be a biological child, legally adopted child, step-child, child under legal guardianship*, or a child of domestic partner if the domestic partner is currently enrolled*, and unmarried children of any age incapable of self-support and entirely dependent on the employee, pursuant to IRS regulations.

*If a legal guardian or domestic partner's child does not qualify as a "tax dependent", there is imputed income on the portion of the premium attributed to their coverage.

Employees are responsible for paying all Medical co-payments, co-insurance, and/or deductions.

Employee premium contributions shall be the same as for non-union employees of PAMF. Section E below would apply to any future change to co-payments, co-insurance, deductions, or premium contributions.

Employees who qualify for medical benefit coverage but choose to forego coverage and who provide the Employer with proof of individual coverage under another insurance plan will receive an annual taxable rebate in an amount and under the same terms and conditions as the Foundation provides to its non-exempt, unrepresented employees, paid out across 26 pay periods.

B. Vision

Employees will be offered two vision plan options.

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Employees are responsible for paying all Vision plan co-payments, co-insurance, and/or deductions.

Employee premium contributions shall be the same as for non-union employees of PAMF.

PAMF's Vision benefits shall be available to an eligible new employee under this section on the first day of the month following 30 days of hire.

C. Dental

Employees are responsible for paying all Dental plan co-payments, co-insurance, and/or deductions.

Employee premium contributions shall be the same as for non-union employees of PAMF. Section E below would apply to any future change to co-payments, co-insurance, deductions, or premium contributions.

Employees will be offered three dental plan options.

The Dental plans shall be available to an eligible new employee under this section on the first day of the month following 30 days of hire. Employees who qualify for dental benefit coverage but choose not to participate in the health insurance plan will receive an annual taxable rebate in an amount and under the same terms and conditions as the Foundation provides to its non-exempt, unrepresented employees, paid out across 26 pay periods.

D. Health and Welfare Benefits During Leave

1. The following Health and Welfare leave benefits are continued during an approved MLOA and OLOA, provided that employees under this agreement have the same Medical, Vision and Dental plans, under the same terms and conditions, as the Foundation provides to its non-exempt, unrepresented employees.

- a. The employee's current medical, dental, vision, life, and long-term disability (LTD) benefits shall be continued during an approved leave for up to a maximum of twelve (12) months.
- b. Employees should consult with the Sutter Shared Services (S3) Benefits department (by calling the Sutter Health Employee Line) regarding enrolling newly eligible dependents in benefit coverage and how the leave may affect their benefits.
- c. During a leave of absence, the employee shall pay his/her share of any benefit premiums either through payroll deductions or by check delivered to the S3 Benefits Department by the applicable due date. Employees not in a paid status sufficient to cover the premium shall be billed by the S3 Benefits Department and should contact the Sutter Health Employee Line for information about premium payments while on leave.
- d. Failure to pay benefit premiums during leave shall result in a loss of coverage and the employee (and any applicable dependents) shall not be eligible to continue benefits under COBRA.

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- e. During open enrollment, an employee on a leave shall be provided appropriate information on how to process his/her benefit selections.
- f. Under MLOA only: FMLA leave and state leaves with similar provision(s): An employee on FMLA leave can voluntarily discontinue benefits (by written request) at the time the employee moves into an unpaid status while on FMLA leave. Benefits may be reinstated at an employee's request if the employee returns to work at the end of the protected leave period. Coverage shall be effective the first day of the month following the employee's request for reinstatement, provided the request is received within sixty (60) days of the employee's return. The employee shall re-enroll in the same benefits options unless they experience a permissible mid-year election change event to benefit coverage.
- g. Where leave is taken for birth or adoption, the employee may enroll the child into the health plan within sixty (60) days of the child's date of birth or placement in order to obtain coverage. Failure to enroll the child within this time frame will result in lack of coverage and the employee shall not be allowed to enroll his/her child until the next open enrollment period.


E. In the case that the Foundation changes the level of Medical, Dental, or Vision benefits that it provides to its non-exempt, unrepresented employees, the Employer may provide thirty (30) days' notice to the union and offer the same changes. This Section E also applies to any future change to co-payments, co-insurance, deductions, rebates or premium contributions. Upon the Union's request, the Employer shall meet with the Union to review the proposed change. If PAMF and the Union do not agree on the proposed changes, the changes will not take effect during the term of this Agreement but Section D above will no longer apply. Notwithstanding this limitation, the Employer shall have the right to alter the carrier of any of the plans enumerated in this section provided the benefits and premium contributions are not substantially altered and provided that the Employer shall notify the Union thirty (30) days in advance of any such change in carrier.

PAMF SWIC

Melissa Pytel

Date: 3/7/23

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Date March 7, 2023