



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

California Pacific Medical Center

May 5, 2020 – January 31, 2021

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AGREEMENT

PREAMBLE

1. Agreement is effective the 5th day of May, 2020. It is between CALIFORNIA PACIFIC MEDICAL CENTER (hereinafter for convenience called “the Medical Center or Employer”) and NATIONAL UNION OF HEALTHCARE WORKERS (hereinafter for convenience called “the Union”). This Agreement is the embodiment of the understanding between the parties for the term that it shall be effective; and as such it represents a compromise of all interests resulting from collective bargaining negotiations. The Medical Center and the Union, and each of the officers thereof executing this Agreement, jointly and severally represent that they are duly authorized to execute this Agreement.
2. It is the mutual intent of the parties that all Medical Center employees and managers, physicians and Union Representatives treat each other with dignity, respect, courtesy, and trust, and that these principles shall also apply in all dealings with patients and visitors. It is further the intent of the parties that the provisions of this Agreement further these goals.

Any headings, section titles, or subsection titles in this Agreement are for reference and convenience only, and will not affect the meaning or interpretation of any provision of this Agreement.

ARTICLE I - RECOGNITION AND EXCLUSIONS

3. **Recognition of the Union.** The Medical Center recognizes the Union as the exclusive bargaining agency for employees covered by this Agreement. This Agreement shall apply to Medical Center employees working in the classifications listed in Appendix “A”. This Agreement shall also apply to any other classifications, which may be established within the scope of the duties now included within these classifications. This Agreement shall not apply to executive, administrative, professional, office, or clerical employees, nor to employees presently represented by any other collective bargaining agent recognized by the Medical Center, nor to supervisory employees as defined in Section 2(11) of the NLRA.
4. **Subcontracting, Merger, Sale, Closure.** In the event the Medical Center finds it necessary to subcontract, merge, sell, permanently close the Medical Center or a department thereof that employs employees covered by this Agreement, the Employer shall notify the Union at least thirty (30) days in advance of such action. The parties shall discuss the impact of such action upon the employees working under this Agreement. Discussion of the impact will include possibilities of alternative employment, placement counseling, and assistance necessary to process unemployment insurance claims and benefit conversions. Should such subcontracting, merger, sale, or closure result in permanent layoff, employees with one (1) year of service will be provided a minimum of

two (2) weeks' notice. (See Appendices H, M, and N.)

ARTICLE II - EQUAL EMPLOYMENT OPPORTUNITIES

SECTION 1. DISCRIMINATION (Article II)

5. **No Discrimination Based on Union Membership/Activities.** The Medical Center agrees not to discriminate among employees on the basis of Union membership or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operations of the Medical Center.
6. **Grievances Involving Discrimination.** Neither the Medical Center nor the Union shall discriminate for or against any employee because of color, creed, national origin, political affiliation, sex, age, religion, or marital status, in violation of state and federal law, or because of sexual orientation. A grievance alleging violation of this Paragraph 6 shall not be subject to arbitration under this Agreement if, at any time prior to the opening of the arbitration hearing, the grievant has filed a charge with any state, local or federal agency or has commenced any court proceeding involving the same or related allegations of discrimination.
7. **Observance of the Law Pertaining to Discrimination.** The Medical Center and the Union shall comply with any applicable Federal, State or City laws pertaining to other forms of discrimination, but the issue of discrimination or non-discrimination, or of compliance or non-compliance with any such other law is not a subject for the grievance or arbitration procedure.
8. **Right to Challenge a Ruling.** Each party retains its right to challenge any administrative, judicial or other ruling or interpretation of any applicable laws relating to any form of discrimination if it disagrees with such ruling or interpretation.

SECTION 2. EQUAL PAY (Article II)

9. There shall be no distinction between the wages paid to men and the wages paid to women for the performance of comparable quality and quantity of work on the same or similar operations.

ARTICLE III - UNION MEMBERSHIP

SECTION 1. UNION MEMBERSHIP REQUIREMENTS (Article III)

10. **Dues or Fees.** Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or,

if the employee objects to the payment of that agency fee, such employee shall, as a condition of employment pay that portion of the agency fee required by law.

11. **Failure to Comply with Requirements.** An employee who fails to comply with the requirements specified in the immediately preceding Paragraph shall be replaced by a competent employee whenever such competent employee is available, but no sooner than forty-five (45) days after the written notice to the Medical Center by the Union concerning the delinquency. The employee shall not be replaced if the employee has remedied the delinquency within the forty-five (45) day period. The Medical Center in its sole discretion shall determine the competency of a replacement employee. The Union will hold harmless the Medical Center from any such claims or liability arising out of this Section, including the expense of defending against such claims.

SECTION 2. NOTICE TO NEW EMPLOYEES (Article III)

12. **Union Membership Orientation During New Employee Orientation.** At the time a new employee is hired who will be subject to this Agreement, the Medical Center shall provide the Union time during the New Employee Orientation to inform the employee that the Medical Center recognizes the Union as the collective bargaining agent for employees covered by the Agreement. During the Orientation process, a designated shop steward will be allowed fifteen (15) minutes to conduct a Union membership orientation. This Union membership orientation shall include:
 - (a) Presentation of a copy of the Agreement to newly hired employees.
 - (b) Presentation of a current list of shop stewards, their names, work telephone numbers, job classifications, work locations, shifts and departments.
 - (c) A brief presentation of the shop stewards' role in the prevention and resolution of workplace grievances.
 - (d) Completion of written assignments of wages to the Union for the payment of Union membership fees.
 - (e) Other similar topics.
13. **Standards for Shop Steward Communications.** The Medical Center and the Union agree that the shop stewards will communicate only that which they believe to be factual and will do so in a way that does not personally attack officers, executives, representatives, employees or sponsors of Medical Center.
14. **Employee Information Provided by the Employer.** The Medical Center agrees to provide the Union an electronic file in Excel or similar format containing a complete roster of Medical Center employees represented by the Union, containing the following information about each employee:

Name; Home Address; Home phone number; Classification; Wage rate; Department; Shift (based on actual hours shown on last full pay period before the first of the month); Status (full-time, part-time, or casual); Indications in any change in status (i.e. leave – paid or unpaid, Worker's Compensation, or terminated); Date of hire;

Employee ID; Work location (campus).

The Medical Center has forty-five (45) days after ratification before it must produce the initial roster as described in the Paragraph. Thereafter, the Medical Center will provide this information no later than the 10th of each month.

15. **List of Stewards Provided to New Employees.** A list of shop stewards, their names, work telephone numbers, job classifications, work locations, shifts, and departments will be provided to all newly hired employees covered by this Agreement.

SECTION 3. DEDUCTION OF UNION MEMBERSHIP FEES (Article III)

16. **Written Assignment of Wages for Dues/Fees.** The Medical Center will honor written assignments of wages to the Union for the payment of Union membership fees when such assignments are submitted in a form agreed to by the Medical Center and the Union.
17. **Remittance of Dues/Fees.** The Medical Center will promptly remit the membership fees deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Normally, the deduction will be made on the first pay period of each month for the then current membership fees. However, the Union and the Medical Center may make other arrangements by mutual consent.
18. **Indemnification.** The Union will hold harmless the Medical Center against any claim that may be made by any person by reason of the deduction of Union membership fees, including the cost of defending against any such claim. The Union will have no monetary claim against the Medical Center by reason of failure to perform under this Section.

SECTION 4. COMMITTEE ON POLITICAL EDUCATION (COPE) (Article III)

19. **Written Assignment of Wages for COPE.** The Medical Center will honor written assignments of wages to the Union's Committee on Political Education (COPE) fund when such assignments are submitted on a designated form to be agreed to by both the Medical Center and the Union. In accepting written assignments of wages, the Medical Center is not in any way acting as an agent/representative of the Union nor will it assume fiduciary responsibility for such assignments or designated wages. The Medical Center will remit contributions to the Union in a timely manner.
20. **Discontinuance of COPE.** The Medical Center may, within thirty (30) days notice to the Union, discontinue honoring written assignments of wages to the Fund. The Medical Center's reason for discontinuance shall be solely for administrative purposes and shall not be arbitrary, capricious or punitive. Prior to issuing this thirty (30) day notice, the Medical Center agrees to meet and confer with the Union to discuss its intent to discontinue participation under this section of the Agreement. If the Union has reasonable evidence to suspect that the Medical Center has mishandled COPE funds, it may refer the matter to the grievance process.

SECTION 5. BULLETIN BOARDS (Article III)

21. **Posting of Official Notices of the Union.** The Union shall be given use of bulletin boards to post official notices of Union business, subject to prior approval of notices by the Medical Center. The Medical Center will approve or disapprove such notices within twenty-four (24) normal business hours of their receipt. This means that action will be taken by noon Tuesday on a notice received by noon on Monday, and that action will be taken by noon Monday for a notice received by noon on Friday. Once reviewed, the Medical Center shall notify the Union member who submitted the notice, or that person's designee, that the notice has been reviewed and of the Medical Center's action.
22. **Locations of Bulletin Boards.** Bulletin boards shall be provided in the following locations:
- | | |
|---|--|
| <u>CALIFORNIA CAMPUS</u>
Environmental Services
Food and Nutrition Services
Nursing Administration
Hallway near Cafeteria | <u>PACIFIC CAMPUS</u>
Environmental Services
Food and Nutrition Services
Nursing Administration
Hallway near Cafeteria |
| | <u>DAVIES CAMPUS</u>
B Level Locker rooms
Hallway near Cafeteria |
23. **Pacific Campus Outpatient Center.** Bulletin board locations to be determined by the parties.
24. **Van Ness Campus.** Bulletin board locations to be determined by the parties.

ARTICLE IV - CATEGORIES OF EMPLOYEES

SECTION 1. EMPLOYEE CATEGORIES DESCRIBED (Article IV)

25. There shall be three employee categories: (1) Regular Full Time, Regular Part Time and Regular Float; (2) Limited Part Time; (3) Casual
26. **Regular Full Time, Regular Part Time and Regular Float Employees.**
- (a) A Regular Full Time employee is one who works on a pre-determined work schedule of forty (40) hours a week
 - (b) A Regular Part Time employee is one who works on a pre-determined work schedule of fewer than forty (40) hours, but at least twenty (20) hours a week.
 - (c) A Regular Float employee is one who works a predetermined number of hours in a pay period but with no regularly defined work schedule. A Float position is filled by reclassification pursuant to Section 3. Reclassification of this Article and is not a posted position. Regular Float employees are required to designate availability for at

least two shifts. The Medical Center will use its best efforts to assign work only on the designated shifts.

- (d) An employee may become a Regular employee either by being originally hired as a Regular employee or by being reclassified from Limited Part Time or Casual status to Regular Status.

27. **Limited Part-Time Employees (Short Hour).** A Limited Part-Time employee is one who works on a pre-determined work schedule of fewer than twenty (20) hours a week.
28. **Casual Employees.** A Casual employee is one who is employed intermittently, as required. A Casual employee who is regularly assigned to a pre-determined work schedule of fewer than twenty (20) hours a week for sixty (60) days or more shall be reclassified as a Limited Part-Time employee.

SECTION 2. CALLING CASUAL EMPLOYEES (Article IV)

29. **Criteria for Casual Employees.** The Medical Center's calls to Casual employees shall meet the following criteria:
30. **Availability Lists of Casual Employees.** The Medical Center may have one (1) or more lists of Casual employees. Casual employees from a particular classification may request to be placed on more than one (1) list if different departments or work areas use Casuals from the same classification. Casual employees are required to designate their availability for a minimum of eight (8) shifts per month. A minimum of two (2) of the eight (8) shifts designated shall be weekend shifts.
31. **Casuals Placed on Lists for Which They are Qualified.** After they are employed, Casual employees shall be placed on list(s) for departments or areas for which they are qualified if additional Casual employees are needed in that classification. When openings exist, a notice that requests are being accepted will be posted for at least five (5) days in a location(s) accessible to all employees. Among qualified competing Casual employees, preference shall be given to the Casual employee with the longest service. Qualifications under this Paragraph shall be determined in accordance with Paragraph 35 below, **Various Provisions in Regard to Calling Casual Employees.**
32. Casual employees shall submit in writing their current availability for work, including days of the week and shifts, and current phone number, for each list on which the employee's name appears.
33. **Use of Casual Employees Prior to Registry.** Before resorting to Registry employees for a classification and department or area, Casual employees on a list who have indicated availability for the particular day and shift shall be called.
34. **Casual Employees Accepting Assignments in Different Departments.** If a Casual is on more than one list, and accepts an assignment from one of these areas or departments, then the Casual shall promptly notify the other areas or departments that he or she is

unavailable for that particular day(s) and/or shift(s) due to having accepted an assignment elsewhere in the Medical Center for that same day(s) and shift(s). When such notice is given, the employee shall not be charged with a refusal under Paragraph 38 below, Failure to Accept Calls or Notice of Unavailability. Also, a Casual shall not accept more than one shift during a workday, or more than five shifts in a workweek, and if he or she does so, his/her name may be restricted to one list, unless the Medical Center's advance approval is obtained.

35. **Various Provisions in Regard to Calling Casual Employees.** Calling Casuals, as described above, is subject to the following provisos: (a) That the employee, in the Medical Center's reasonable judgment, is both qualified for and can properly perform the work to be done, but if the Medical Center's judgment is disputed the Union has the burden of proof to establish that the Medical Center's judgment is unreasonable; (b) a call may be for an assignment in excess of one shift; (c) the Medical Center shall specify the times during which it will place calls to employees in advance of the shifts, and these call times will apply where the need for an employee is known in advance of such times, but not where the need for an employee arises after such times. The Medical Center is not required, however, to call a Casual employee for days or shifts not listed by that employee or where such calls are not practical due to circumstances such as the time of the day or the shortness of the time in which it is known that an employee is needed. The Medical Center shall give the Union one week's advance notice, absent emergency circumstances, of a change by a department or work area in the specified times for calls to Casual employees.
36. These provisions will not preclude the Medical Center from offering extra shifts, to Regular or Limited Part-Time employees before using the Casual list(s).
37. **Unreasonable Exclusion from a Casual List.** If an arbitrator finds that the Medical Center's judgment under this subsection was unreasonable with regard to a particular employee, then the employee shall receive sixteen (16) hours straight-time pay, plus the differential in lieu of benefits for such hours for each full calendar month in which the employee was excluded from the list(s).
38. **Failure to Accept Calls or Notice of Unavailability.** The Medical Center will maintain written records of telephone calls to Casual employees and such records will be available for review by Union representatives. Casual employees who fail to accept assignments (or who cannot be reached during the specific time) on three (3) occasions during a ninety (90) day period, and Casual employees whose written availability does not meet the Medical Center's needs shall be removed from the Casual list. However, Casual employees who fail to accept assignments due to a documented death in the employee's immediate family that occurred within seven (7) calendar days before the offered assignments shall not be charged with a refusal. Also, if a Casual employee who is unavailable for work for a period of two or more weeks notifies the Medical Center in writing of his or her unavailability at least one (1) week before the designated time for calls (including the beginning and ending dates for such unavailability), failure to accept a work assignment during such period shall not be counted as one of the three occasions.

This notice of unavailability will not apply to work already assigned to the employee, and for which the employee must report. The notice of unavailability will not be used more often than once every ninety (90) days.

Also, one “ill” call each ninety (90) day period will not be charged as a refusal if it is due to the employee’s own illness and if the employee notifies the Medical Center before receiving the call or contact. Consecutive days of illness count as one “ill call,” subject to verification satisfactory to the Medical Center of physical disability, if requested.

SECTION 3. RECLASSIFICATION (Article IV)

39. Reclassification

- (a) **Reclassification of Casual and Limited Part-Time Employees to Float Status.** A Casual or Limited Part Time employee who works at least forty (40) hours per pay period for fifteen (15) consecutive pay periods regardless of shift shall be reclassified to regular float status at the full time equivalent (FTE) status equal to the average weekly number of hours worked during that period. Such reclassified employee will be scheduled for shifts consistent with those used for reclassification. Hours worked during the first ninety (90) days of the probationary period of employment shall not be credited toward reclassification.
- (b) **Reclassification of Part-Time Employees Above Current FTE Status.** If a Part-Time employee works at least an average of eight (8) hours or more per pay period above his/her current FTE status, for thirteen (13) pay periods or longer, his/her status will be reclassified to a status equal to the average weekly number of hours worked during that period. If the employee has a paid day off on a scheduled workday, such day shall be counted as a regularly assigned workday.
- (c) **Written Request for Reclassification and Effective Date of Reclassification.** Any reclassification under this Section shall be effective the first (1st) pay period following fifteen (15) days of the date the employee submits a written request for reclassification on the designated form by email to Human Resources. The employee must submit the request within sixty (60) days of the last pay period on which the request is based. An employee can only be reclassified twice per calendar year.
- (d) **Regular, Defined Work Schedules for Regular Employees.** The parties prefer Regular employees to have regular, defined work schedules.
- (e) **Temporary Assignments.** Any leaves of absence of fourteen (14) calendar days or more shall be posted as Temporary Assignments, provided that the Medical Center determines a replacement is needed during the leave of absence. These postings shall be posted for a period of seven (7) calendar days and awarded by seniority. Any employee may exercise seniority to bid on such positions (pursuant to Paragraphs 51 and 52). The Medical Center may fill these hours with Casuals prior to the awarding of a Temporary Assignment. Seniority will be used to determine the assignment of

casual hours.

- (f) **Eligibility to Bid on a Position While on Temporary Assignment.** Any employee who is awarded a posted Temporary Assignment shall remain eligible to bid on a posted Regular position.
- (g) **Availability of the Employee to Work the Temporary Assignment.** Any employee who is awarded the Temporary Assignment must be available to work the entire Temporary Assignment and must complete the Temporary Assignment prior to exercising seniority for a different Temporary Assignment. However, a Temporary Assignment will not last longer than one hundred twenty (120) days. Any time remaining of a temporary assignment beyond one hundred twenty (120) days will be reposted in accordance with Article IV, Section 3 (e) Temporary Assignments above.
- (h) **Additional Provisions Regarding Reclassification.** Any reclassification to Regular employee status under this paragraph shall be in accordance with (a) above except that:
 - 1. **Benefit Accruals.** Benefit accruals shall be effective on the date of reclassification in accordance with Article IV, Section 3 (c) Written Request for Reclassification and Effective Date of Reclassification and are subject to any waiting period or other requirements contained in this Agreement. If the Employer fails to comply with section 3 (c) and retroactive corrections are made, health benefits and life insurance shall be effective prospectively (at the beginning of the following month) and the employee shall have no deduction for any premium in lieu of benefits received in the interim; and
 - 2. **Bridging Hours for Reclassification if on Industrial Leave.** An employee who has worked at least two-thirds (2/3) of the requisite days to be reclassified pursuant to Article IV, Section 3, Reclassification and has been unavailable to work due to an industrial injury/illness for no more than twelve (12) weeks, may work the remaining one-third (1/3) requisite days for reclassification purposes without penalty.

ARTICLE V - SENIORITY AND JOB VACANCIES

SECTION 1. PROBATIONARY PERIOD (Article V)

- 40. **Probationary Period for Regular Employees.** All regular employees shall be on probation during their first ninety (90) calendar days of employment with the Medical Center.

Probationary Period for Limited Part Time Employees. All Limited Part Time employees shall be on probation during their first one hundred and thirty-five (135) calendar days of employment with the Medical Center and

Change of Status During Probationary Period. If an employee changes status during the probationary period from Regular Full or Part time status to Limited Part Time status, or vice-versa, the total probationary period to be served shall be calculated on a pro rata basis.

41. **Examples of Change in Status During Probationary Period:** If a new Limited Part Time employee works sixty-seven (67) calendar days (i.e., one-half (1/2) of the applicable probationary period), and then becomes a Full Time employee, his/her probationary period would be completed after another forty-five (45) calendar days.

If a new Full time employee works thirty (30) days (i.e., one-third (1/3) of the Full Time probationary period), and then becomes a Limited Part Time employee, his/her probationary period would be completed after another ninety (90) calendar days.

42. **Probationary period for Casual Employees.** Casual employees shall have a probationary period of one hundred eighty (180) calendar days, commencing from the date of employment with the Medical Center. If a Casual employee is reclassified prior to completion of probation, the employee will complete the full probationary period of the new position.

43. **Termination During Probationary Period.** A Full time, Part time, Limited Part time, or Casual Employee may be terminated for any reason at the discretion of the Medical Center during the probationary period. This does not preclude a grievance alleging solely a violation of Article II, Paragraphs 5 No Discrimination Based on Union Membership/Activities and 6 Grievances Involving Discrimination by either the Union or Employer during any employee's probationary period.

44. **Extension of Probationary Period.** The probationary period may be extended an additional ninety (90) days by mutual agreement.

SECTION 2. SENIORITY AND TRANSFERABILITY (Article V)

45. Commencement of Seniority.

(a) **Seniority Defined for Current Employees.** Employees in bargaining unit positions as of March 13, 2013 shall receive a seniority date based on each employee's date of hire by the Medical Center within a bargaining unit position. It is understood by both parties that this will not change any current employee's seniority date.

(b) **Seniority Defined for Employees Hired after March 13, 2013.** For those employees hired into a bargaining unit position after March 13, 2013, seniority shall be defined as the date of hire into a bargaining unit position covered by this Agreement.

(c) **Reciprocity of Seniority in Another Collective Bargaining Agreement.** Employees transferring into the bargaining unit who were previously employed by

the Medical Center in a position represented by another Collective Bargaining Agreement shall be given seniority credit for such continuous service as they may have accrued under the terms of such other Collective Bargaining Agreement(s), providing the contract that the employee transferred from provides a reciprocal arrangement.

(d) **Seniority Credit for Casuals.** A Casual employee who is reclassified as a Regular Full-Time, Regular Part-Time or Limited Part-Time employee shall receive a seniority date of such employee's most recent date of continuous bargaining unit employment including casual employment.

46. **Service at Another Sutter Health Affiliate.** Employees who are hired by the Medical Center who were employed at another Sutter Health affiliate shall have their service with the previous facility recognized for the purpose of wage rates and benefit accruals, as provided by the Medical Center's Inter-Affiliate Employment Policy.

Seniority Reciprocity Within NUHW. With regard to the application of seniority (e.g., layoffs and job bidding), an employee who is hired by the Medical Center who was employed at another Sutter Health affiliate in a bargaining unit represented by NUHW shall be credited with his or her bargaining unit seniority from the previous facility, provided that the other Sutter Health facility reciprocally recognizes the seniority of an employee from the Medical Center covered by the NUHW contract.

47. **Seniority Has No Application during the Probationary Period.** The foregoing provisions are subject to the provision that seniority shall have no application during the employee's probationary period.

Casual Employee Seniority. Casual employees shall have seniority among themselves; dates of hire within classification and department will be used to determine when Casual employees receive available work.

SECTION 3. SENIORITY LISTS (Article V)

48. Seniority lists shall be maintained for each department and remitted to the Union upon request. Such lists shall be posted in each department and updated quarterly.

All references to department in the contract shall mean the Medical Center department regardless of campus.

- (a) Food and Nutritional Services (including the Coffee Shop at the Pacific Campus)
- (b) Environmental Service/Laundry/Linen
- (c) Materials Management/Sterile Processing/Surgery/Anesthesiology/Recovery Room (PACU)
- (d) Nursing (including Acute and Critical Care Units, Medical-Surgical Units, Emergency Department, Medical Clinics, Same Day Surgery, Skilled Nursing Facilities, Rehabilitation Units, Orthopedic Services, Labor and Delivery).

- (e) Parking
- (f) Physical Therapy
- (g) Psychiatry

These departmental definitions are only for the application of seniority and do not necessarily conform with the current structure of the Medical Center.

SECTION 4. APPLICATION OF SENIORITY (Article V)

49. Seniority shall be applied in the following order:

- (a) Regular employees from the same department including Regular employees on layoff, and Regular employees who remain on the Casual list who have been laid off.
- (b) Regular employees from other departments and Limited Part Time employees from the same department, including such employees on layoff, and Regular employees who remain on the Casual list.
- (c) Casual employees from the same department.
- (d) Limited Part-Time employees from other departments.
- (e) Casual employees from other departments.

50. **Permanent Vacancies.**

- (a) **Procedures for Bidding.** Employees of the Medical Center may bid on positions posted according to the procedures, which follow.
- (b) **Written Bids and Order of Consideration.** In the case of a permanent Full Time or Regular Part Time or Limited Part Time vacancy on the same shift or another shift, employees shall, upon written bid under Section 5, Paragraph 53 Bidding on Posted Vacancies and Exceptions to Six (6) Month Waiting Period, be considered for the vacant position in the following order of seniority if they meet the qualifications of the job. Minimum qualifications shall appear on position postings.
 - i. Regular employees from the same department including Regular employees on layoff, and Regular employees who remain on the Casual list who have been laid off.
 - ii. Regular employees from other departments and Limited Part Time employees from the same department, including such employees on layoff, and Regular employees who remain on the Casual list.
 - iii. Casual employees from the same department.
 - iv. Limited Part Time employees from other departments.
 - v. Casual employees from other departments.
 - vi. Applicants who are former employees who left in good standing with no more than one (1) year's absence from the Medical Center.
 - vii. Other Applicants.

SECTION 5. JOB VACANCIES, POSTING AND BIDDING (Article V)

51. **Notice to Union of Vacancies.** When vacancies occur in positions subject to this Agreement, the Medical Center will send a list of the vacancies to the Union office. The Medical Center may employ the person who, in its judgment, will make the best employee. The Medical Center shall be the sole judge of the fitness of any applicant.
52. **Posting of Vacancies.** When a vacancy for a position subject to this Agreement occurs in any department, a notice of that vacancy shall be posted in a location or locations accessible to all employees for a minimum period of seven (7) days before the Medical Center fills the vacancy on a permanent basis. Qualifications for vacant positions shall appear on position postings. This does not prevent the Medical Center from filling the vacancy on a temporary basis during the seven (7) day posting period. Permanent vacancies shall be posted regardless of whether the permanent vacancy reflects a totally new position or arises by virtue of job change (Section 8 Job Changes of this Article). The posting shall specify the scheduled hours, the shift, the classification, the department, the primary work assignment (e.g. dishwasher, tray line, etc.) and whether the days off are fixed (specifying the days, if they are fixed) or variable with rotating weekends off.
53. **Bidding on Posted Vacancies and Six (6) Month Waiting Period.** Any current employee may apply for a posted vacancy by submitting a written application, except that any employee who applies for and is awarded a posted position may not apply for another vacancy within six (6) months from the date that employee begins the new position, unless the new vacancy offers a different FTE status, a different shift (defined to mean a transfer between A.M., P.M., and nights as the three [3] different shifts) or a higher wage rate.
- (a) **Seniority Governs.** Among bidding employees from the same preference level and order, seniority shall govern. The prior sentence is subject to the provisos that:
- i. **Employee Must Meet the Qualifications.** The bidding employee must meet all reasonable qualifications of the job established by the Medical Center (the Union has the burden of establishing that the Medical Center's qualifications are unreasonable), and
 - ii. **Employee Must Be Able to Properly Perform the Job.** The bidding employee must be able to properly perform the work to be done in the Medical Center's reasonable judgment, and if the Medical Center's judgment is disputed, the Medical Center has the burden of establishing that its judgment was reasonable.
- (b) **Disputes Regarding This Paragraph Subject to the Grievance Procedure.** An issue between the Medical Center and the Union over whether an employee meets the qualifications for the job, or whether the employee is able to properly perform the work to be done as described in the above paragraph, shall be subject to the Grievance and Arbitration Procedure pursuant to Article XI of this Agreement.

54. **Advance Bidding.** To prevent employees from missing job opportunities, the Medical Center will accept written bids in advance for vacancies, which may occur. Advance bids must be submitted in writing to both the department(s) in which the vacancy may occur and to the Human Resources Department. Such written request shall constitute an automatic bid for forty-five (45) days from the date it was submitted and must be renewed each forty-five (45) days thereafter if the employee desires to keep his/her bid active. This provision applies only to positions covered by this Agreement. This section also applies to employees on layoff and authorized time off of thirty (30) days or less in duration.
55. **Denial of Position.** All employees who are denied a bid for a posted position under this Agreement shall be notified of the reason(s) for such denial. The reasons shall include one or more of the following explanations: (1) lack of seniority, (2) preference order, (3) failure to meet minimum qualifications, (4) one written warning and/or more severe (greater than written warning) disciplines in the previous twelve (12) months.
56. **Trial Period after Transfer or Promotion.** When an employee is promoted or transferred to a new classification (or to the same classification in a different department) under this Agreement (except a demotion), he or she shall serve a trial period during the first ninety (90) calendar days in the new classification (or in the same classification in a different department). If necessary, the employee will be given a reasonable period of orientation, such necessity, nature and period of orientation to be determined by the Medical Center.
57. **Failure to Perform Satisfactorily in New Position.** If at any time during said ninety (90) calendar day period, such employee fails to perform satisfactorily at the sole discretion of the Medical Center, the employee shall have the right to exercise seniority on the basis of his or her former classification, department, and employee category, as set forth in Section 12 below, Indefinite Layoffs. In the event that the employee returns to his or her former classification (or to his or her former department and same classification) by reason of such exercise of seniority, the employee will receive the same wage rate and have the same seniority that the employee had at the time of leaving the former classification (or at the time of leaving the former department and same classification). Also, if the returning employee's former position becomes open for bidding within one (1) year after that employee's transfer to the new position, then the employee's bid pursuant to this Section 5, Job Vacancies, Posting, and Bidding, will be given preference over other bids. For purposes of this Paragraph 57, "former position" means the same hours, shift, days off and specific work assignment, classification and department as the employee had prior to the transfer or promotion.

SECTION 6. ADDITIONAL STRAIGHT-TIME HOURS (Article V)

58. Each department shall maintain a sign-up sheet for Regular Part Time and Limited Part Time employees who desire to work additional straight-time hours. Such hours shall be offered to qualified employees on a seniority basis. Because of fluctuations in patient care services, department activities, special projects, employee time off and other types of

circumstances, the volume of available work may fluctuate. To this end, the Medical Center will continue to maintain a sufficient pool of Casual employees by classification and department when the Medical Center needs cannot be met as provided for above.

SECTION 7. SCHEDULE CHANGES (Article V)

59. **Definition of Schedule Changes.** Schedule changes are defined as permanent changes of more than one (1) hour in starting and quitting times, permanent changes in days off and/or permanent changes in shift assignment.

Offering Schedule Changes by Seniority or Assigning Them by Reverse Seniority.

Schedule changes may be made in response to operational needs. Such schedule changes shall first be offered to employees by classification within the department on a seniority basis. If no employee accepts such schedule change(s), an employee shall be assigned by reverse order of seniority by classification within the department.

60. **Schedule Accommodations Based on Personal Circumstances.** This Section 7 is not intended to preclude or discourage the Medical Center from accommodating an employee's request for a schedule adjustment based on personal circumstances. Examples of legitimate personal circumstances for which an individual may be accommodated include, but are not limited to, transportation and/or child care needs.

SECTION 8. JOB CHANGES (Article V)

61. **Definition:** Job changes shall be defined as either an increase or decrease of two (2) or more hours per week of a particular position(s) within a department for an indefinite period of time.
62. **Decrease in Hours:** If the Medical Center determines that it is necessary to implement a job change which decreases the hours of a particular position(s), such decreases will first be offered to employees by classification within the department on a seniority basis. If no employee(s) desires a decrease in his/her scheduled hours, such decrease shall be assigned by reverse order of seniority by classification within the department. This subsection is not intended to preclude or discourage the Medical Center from accommodating an individual employee's request to voluntarily reduce his/her number of scheduled hours.
63. **Increase in Hours:** If the Medical Center determines that it is necessary to implement a job change, which increases the hours of a particular position(s), such increased hours shall be offered to employees by classification within the department on a seniority basis. If no employee accepts the increase, it shall be assigned by reverse order of seniority by classification within the department, or at the Medical Center's discretion, it shall be offered to employees on an additional hours basis as provided in Section 6 of this Article, Additional Straight Time Hours.

SECTION 9. DAILY SHIFT CANCELLATIONS (Article V)

64. **Offer of Work to Cancelled Employees.** The parties agree to the principle that cancelled employees should receive work for which they are qualified, as described in this section, before additional hours are given to other bargaining unit employees. In accordance with Sections 10, Floating, and 11, Orientation for Inter-Campus Floating, of this Article V, prior to implementing any involuntary daily cancellations of Regular Full-Time and Regular Part-Time employees, the Medical Center will identify other departments at the Medical Center where there is work available that the employee is able to perform. Such preference to cancelled employees shall not result in bumping or displacing employees from additional work that was pre- scheduled, i.e., scheduled prior to the cancellation.
65. **Volunteers and Order of Cancellations.** When it becomes necessary to cancel daily shifts in a department or unit, the principle of seniority within departments and classifications shall apply. The Medical Center will first seek volunteers for daily shift cancellations. If no volunteers are identified, daily shift cancellations shall be implemented by reverse seniority order within departments and classifications provided the remaining employees are able to properly perform the work to be done. Employees subject to daily shift cancellations shall have the option to use accrued PTO for such day(s) and any such day for which PTO is used for compensation purposes shall count as a daily shift cancellation.
66. **Records of Cancellations.** In light of the parties' joint commitment to minimize the incidence of daily cancellations, the Medical Center will keep records of daily cancellations and shall with reasonable notice, make such records available to the Union for review. The parties will meet to review the records quarterly with the intent to reduce necessity for daily cancellations. The procedure for daily cancellations is outlined in this Section 9.

SECTION 10. FLOATING (Article V)

67. **Floating Offered by Seniority.** Floating between campuses, in the employee's classification and department and within the bargaining unit, including the opportunity to work additional straight- time hours, shall be offered to employees by seniority. Qualified employees who have had their shift cancelled as defined in Section 9, Daily Shift Cancellations, shall be offered opportunities to float to another campus provided such opportunities are offered by seniority.
68. **Requiring Floating by Reverse Order of Seniority.** When the Medical Center decides to float an employee within the department from one campus to another and there are no qualified volunteers who desire the assignment, the Medical Center may require employees to float by reverse order of seniority by classification and department.
69. **Working Outside the Bargaining Unit.** Nothing herein shall require employees to work outside of the bargaining unit; however, they may volunteer to do so.

SECTION 11. ORIENTATION PROGRAM FOR INTER-CAMPUS FLOATING (Article V)

70. **Plan for the Orientation Program.** The parties recognize and agree that it is essential to establish and implement an orientation program to effect inter-campus floating. To accomplish this objective, the following plan will be implemented:
- (a) Each department will post a sign-up sheet in a conspicuous location for employees who are interested in floating to other campuses. Such list shall be updated monthly.
 - (b) Employees who sign up for employment opportunities at other campuses shall be provided with adequate orientation, as determined by the Medical Center, at the other campus(es).
 - (c) Each department will strive to implement and maintain orientation of employees as such opportunities become available.
 - (d) If more employees sign up for orientation than can be accommodated, then the Medical Center shall use seniority as the basis for determining which employees shall be selected for orientation.

SECTION 12. INDEFINITE LAYOFFS (Article V)

71. **Definition of Indefinite Layoff.** The term “indefinite layoff” shall be defined as the total elimination of the hours assigned to a Regular or Limited Part Time position. In order for the layoff to be indefinite, it must be for a period of more than five (5) consecutive pre-scheduled days.
72. **Categories of Employees for Purposes of Indefinite Layoff.** For the purpose of this Section 12 there shall be three (3) employee categories. The intent is that through the processes described in this Section reductions in force will occur in the following order of employee categories: (1) Casual employees (2) Limited Part Time employees (3) Regular employees.
73. **Exercise of Seniority Rights to Bump Employees.** Employees whose positions are affected by layoff shall have the right to bump junior employees within classifications and departments within the bargaining unit. Such bumping rights shall be exercised as follows:
- (a) Regular employee shall have the right to bump the least senior Regular employee whose hours are equal to or approximate the hours (i.e. no more than a four [4] hour difference per week) of the position of the affected employee in the same category and classification on his/her particular shift. (An employee may bump the least senior Regular employee in another category on the same shift if there is no position available in his/her category.)
 - (b) If no such junior employee exists, then the affected employee shall have the option to bump either the least senior Regular employee or Limited Part Time employee on any other shift in the same classification.

(c) In instances where two (2) or more employees must exercise their bumping rights, they shall do so in reverse order of seniority the most junior first.

74. **Definition of Shift for Purposes of This Section 12.** Shift as referred to in Paragraph 73 (a) is days, p.m., or nights regardless of duties, exact starting times, or days off of a specific position.
75. The same principle stated in paragraph 73 (a) of this Section 12 shall apply to bumping rights for affected employees in all categories based on the order outlined in Paragraph 72 of this Section.
76. **Posting of Positions in the Event of an Indefinite Layoff.** In the event there is an indefinite layoff in a department of 10% or more employees in a classification (or, in any case, two (2) or more employees), the Medical Center will post within the department all remaining positions for bids in accordance with Paragraph 52, Posting of Vacancies , awarding such positions by seniority to regular employees first and then to limited part time employees.
77. **Alternate Procedure.** Nothing in this Article shall preclude the parties from mutually agreeing to an alternate process to accomplish indefinite layoffs.

78. **General Provisions Regarding Indefinite Layoffs.**

79. **Displacing An Employee in Another Classification.** An employee in one of the classifications listed in Column 1 below who is to be laid off shall have the right to displace an employee in any of the corresponding classifications in Column 2 below that are within the same department, provided that the displacing employee has greater seniority.

Column 1 –

Employee's Classification

Head Housekeeping Aide
Head Linen Room Aide
Senior LVN
Sterile Processing Tech II
Ortho Tech
Sterile Processing Technician III
Senior Residential Care Assistant
Anesthesia Tech II
Lead Central Distribution Aide
Central Distribution Aide II or I
Surgical Tech II
Lead Housekeeping Aide, Surgical Services
Surgical Service Technician
Certified Hospital Attendant
Patient Care Assistant

Column 2 – Classifications

To Which Employees Can Bump

To Housekeeping Aide
To Linen Room Aide
To LVN
To Sterile Processing Tech I
To Hospital Attendant
To Sterile Processing Tech II or I
To Residential Care Assistant
To Anesthesia Tech I
To Central Distribution Aide II or I
To Central Distribution Aide I or II
To Surgical Tech I
To Housekeeping Aide, Surgical Services
To Hospital Attendant
To Hospital Attendant
To Certified Hospital Attendant or Hospital Attendant

(a) **Central Distribution Aides Previously Classified as Hospital Attendants.** Central Distribution Aides previously classified as Hospital Attendants prior to 1992 shall maintain their rights to bid on Hospital Attendant jobs for which they are qualified and to displace employees in the Hospital Attendant classification in another department.

(b) **Specific Provisions for Residential Care Assistants.**

- i. **Floating/Daily Shift Cancellation.** An RCA will not be allowed to float to any other department/unit within the Medical Center. A Senior RCA may bump an RCA under Article V, Section 9, Daily Cancellations. A Senior RCA may also bump the least senior Housekeeping Aide in the Nursing Department by floating per Article V, Sections 9, Daily Cancellations and 10 Floating of the Collective Bargaining Agreement.
- ii. **Exercise of Seniority Rights to Bumping.** Housekeeping Aide and Senior RCA employees whose positions are affected by indefinite layoff shall have the right to bump junior employees in either classification based on the guidelines outlined in Article V, Section 12 Indefinite Layoffs of the bargaining agreement. Senior RCA employees whose positions are affected by the layoff shall have the right to bump an RCA employee based on the same guidelines. RCA employees whose positions are affected by layoff will have no bumping rights for a Housekeeping Aide or Senior RCA position.
- iii. **Additional Straight Time Hours.** RCA and Senior RCA employees may sign up for additional straight time hours in other departments where they meet the minimum qualifications. These employees will have seniority in said departments lists as if they were casual employees contacted under Article IV, Section 2 Calling Casual Employees of the Collective Bargaining Agreement.

(c) **Specific Provisions for Anesthesia Techs.**

- i. With daily cancellations, the Anesthesia Tech II is grouped in the same classification as Anesthesia Tech I and will follow the same language established in Paragraph 65 Section 9 Daily Cancellations.
- ii. Bumping/Floating: The Anesthesia Tech II position has been established only on the California Campus and therefore will not float among campuses. Bumping/floating can occur within the Anesthesia Tech classification per Section 10 Floating, Paragraph 67.

(d) **Specific Provisions for Sterile Processing Technicians.**

- i. The Sterile Processing Technician III classification shall have the same rights regarding seniority, bumping, and transfers as employees in the Sterile Processing Technician II classification.
- ii. Sterile Processing Technician I employees assigned to perform work as a preceptor or as a team leader shall be eligible for out of classification pay at Step I

of the Sterile Processing Technician II wage scale. Orientation of new employees shall qualify for such pay when the nature of these duties goes beyond familiarization with departmental policies and procedures relating to orientation.

- iii. Nationally recognized certification as a Central Service Technician shall be a requirement for all employees bidding on a Sterile Processing Technician II position. Documented past performance of employees bidding on such positions must meet or exceed departmental standards of quality.
- iv. Additional duties for a Sterile Processing Technician II shall include among others, team-leading, preceptorship, orientation of new employees.
- v. Employees bidding on a position as a Sterile Processing Technician II shall have worked as Sterile Processing Technician I for at least one (1) year.
- vi. For the purposes of lay-off, the Sterile Processing Technician I and II shall be considered as one (1) classification.
- vii. No one will be eliminated from employment as a Distribution Aide or Sterile Processing Technician I as a result of his/her inability to pass a Central Service Technician Certification Exam unless such certification is mandated by State and/or Federal regulations.

(e) **Specific Provisions for Housekeeping Aides and Housekeeping Aide, Surgical Services.** For the purposes of this contract, Housekeeping Aide and Housekeeping Aide, Surgical Services will be considered the same classification when it comes to the application of seniority. It is understood, however, that the work of the Housekeeping Aide, Surgical Services is directed by the management of the Surgery department.

- 80. **Displacing an Employee In Another Department.** Where the same classification is found within more than one (1) department, an employee being laid off from a department may displace an employee from the remaining departments, in accordance with Paragraph 73, Exercise of Seniority Rights to Bump Employees. The senior employee must currently possess the skills, knowledge and ability to perform the position in the new department. A senior employee moved to a new department will be provided with up to six (6) weeks of orientation and on-the-job training, such necessity and the nature and period of such training and orientation to be determined by the Medical Center. If the employee within the first ninety (90) days of such assignment fails to perform satisfactorily, at the sole discretion of the Medical Center, he/she shall revert to layoff status and the position he/she held will be posted in accordance with Paragraph 52, Posting of Vacancies.
- 81. All rights to displace a junior employee are subject to the senior employee accepting the hours, assignment, shift, etc., of the position occupied by the junior employee.
- 82. Regular employee who exercises seniority against a Limited Part-Time will not lose his/her recall rights.

83. **Laid Off Employees.**

- (a) **Employees on Lay Off Status Placed on Casual List.** Regular employees or Limited Part Time employees placed on layoff status by virtue of this Article can request placement on the Medical Center's Casual list for that classification and department. Such employee(s) shall receive priority for available work over Casual employees, and shall be called in accordance with their availability and their seniority.
- (b) **Recall Rights.** Regular employees on layoff status shall have recall rights to regular positions in the same classification and department, and recalls will be in accordance with seniority. Recall of employees to regular positions from layoff shall be by seniority provided the employee returning to work must be able to properly perform the work to be done at the time of recall or is expected to be able to do so within sixty (60) days period of on the job retraining and/or orientation. Obtaining certification and/or licensure for purposes of this section is the sole responsibility of the employee. Laid off employees who are expected to be able to perform the work adequately within the sixty (60) day period but who fail to do so shall be returned to the recall list as if the recall had not occurred.
- (c) **Bidding Rights.** Employees on layoff status or who have a job change may bid for a potential or existing vacancy arising in a classification, and/or employee category, and/or department to which they have no recall rights and no rights to exercise seniority. Such a bid must be submitted in accordance with Paragraph 54 Advance Bidding and is otherwise subject to Section 5 Job Vacancies, Posting, and Bidding of this Article.
- (d) **Break in Service.** Twelve (12) consecutive months of layoff status shall constitute a break in service, provided, however, that if the employee is placed on the casual list pursuant to Paragraph 83(a) Employees on Layoff Status Placed on Casual List, and works at least four hundred (400) hours during the twelve (12) month period following the initial date of layoff, a break in service shall not occur until after twenty-four (24) consecutive months of layoff status. Failure to accept recall to a Regular position in the same classification shall also constitute a break in service.
- (e) **Employees with the Same Seniority Date.** If employees have the same seniority date, the following criteria will be used to determine which employee has more seniority: (1) First day worked; (2) Date employment application was received by the Hospital;
(3) Date of interview.

84. **Temporary Shared Reduction in Hours.** If the Medical Center wishes to temporarily reduce the hours of the employees in a department, unit, and/or classification in lieu of or in addition to layoffs as provided in the preceding Sections, the Medical Center may do so only if the employees in the relevant department, unit, and/or classification vote by secret ballot in favor of such action. Employees in the affected department, unit, and/or

classification may also initiate a request, through their Union Field Representative, for a secret ballot vote on a reduction of hours under this provision, and such a vote will be held if the Medical Center gives its prior mutual consent to such a reduction of hours. In holding secret ballot elections under this provision, a Union representative shall have an opportunity to give the Union's position on the matter to the employees involved and shall have the opportunity to be present at any such secret ballot vote.

85. **Six (6) Week Limit.** A reduced workweek arrangement under this Section shall not extend beyond six (6) consecutive weeks unless both the Medical Center and the Union consent in writing to such an extension.
86. **Application of Temporary Shared Reduction.** It is expressly understood that the provisions of Paragraphs 84, Temporary Shared Reduction in Hours and 85, Six (6) Week Limit represent an alternate arrangement which can be implemented only where there is compliance with the provisions of Paragraph 84 above. Furthermore, the reduced workweek arrangement is intended for possible use only where the Medical Center believes it needs a major reduction of a substantial number of hours, and the use of a reduced workweek arrangement shall not affect the Medical Center's ability to proceed with layoff and/or job changes under the other Paragraphs of this Article. These Paragraphs 84-86 have no application whatsoever to the job change and reduction of hours provisions and the seniority rules applicable thereto which are covered in the other Paragraphs of this Article. In the case of any real or apparent conflict between the other Paragraphs of this Article and the reduced workweek provisions of Paragraph 84-86, the other Paragraphs of this Article shall prevail.

SECTION 13. NOTICE OF JOB CHANGE/LAYOFF (Article V)

87. **Identification of Job Opportunities.** Prior to implementing any reductions in the scheduled hours of a full-time or regular part-time employee and/or prior to implementing elimination of regular positions, the Medical Center shall identify any potential job opportunities that may exist in the bargaining unit for which the affected employee(s) is/are qualified to perform in accordance with the provisions of Section 12 Indefinite Layoff of this Article. This includes facilitating the transfer of regular employees whose jobs have been eliminated to vacant positions within the bargaining unit at the Medical Center for which they will be qualified to perform with appropriate orientation and/or on the job training of no more than sixty (60) days. Obtaining certification and/or licenses for the purposes of this section is the sole responsibility of the employee.
88. **Review by Joint Staffing Committee.** If the Medical Center is not successful in identifying an appropriate vacant position for a displaced employee, the parties agree that the Joint Staffing Committee may review the Medical Center's processes for identifying position vacancies and confirm that every reasonable effort(s) was made to find appropriate job opportunities. Within five (5) days of notice of layoff and prior to the actual displacement, the Committee shall meet to discuss this issue.

89. **Vacancies and Job Retraining by Seniority.** Except as specifically provided for in Article V, Seniority and Job Vacancies, it is not the intent of the Medical Center nor the Union to prefer less senior affected employees for vacancies or for the job retraining opportunities before more senior qualified employees. If such opportunities exist, the Medical Center will fill vacancies and job retraining opportunities by seniority, as provided for by the terms of this Agreement, and then use vacant positions to back fill the lower seniority affected employee.
90. **Opportunities at Other Sutter Health Facilities.** Lastly, the Medical Center will assist a regular full-time or part-time employee in identifying other job opportunities at other Sutter Health affiliates or at the Medical Center in positions outside of the bargaining unit if another position is not identified for the employee under this Article.
91. **Two (2) Weeks' Notice of Job Change/Indefinite Lay Off and Severance.** In the event the Medical Center must implement job changes or indefinite layoffs, the Medical Center will provide the Union and the affected employees at least two (2) weeks' advance notice of departments in which a job change or indefinite layoff may occur. Where two weeks' notice cannot be given, the Medical Center will provide at least one week's notice to the Union that a job change or indefinite layoff may occur and provide affected employees two (2) weeks' pay in lieu of notice. Such notice to the Union will include the numbers of employees affected, the positions to be eliminated or changed, the hours and schedules assigned to such positions, and if applicable, the remaining positions which may be available for bid. The affected employee(s) will be notified in person and in writing of such job change(s) or indefinite layoff(s). If an affected employee is not at work, the Medical Center will contact the individual via telephone, and if possible, arrange to meet with the affected employee. Laid off employees shall receive two (2) weeks' notice or pay in lieu thereof in addition to severance pay equaling one (1) week's pay for each year of service to a maximum of seventeen (17) weeks.

SECTION 14. DEFINITION OF DEPARTMENT (Article V)

92. This Article's references to "department" shall mean the Medical Center's own internal departments as set forth in Article V, Section 3.
93. The Medical Center shall be free to subsequently change its own departmental structure in its sole discretion. Such subsequent changes, however, shall not alter the Medical Center's listing of departments for seniority purposes as shown in Article V, Section 3 unless the Medical Center and the Union reach mutual agreement on such new departmental listing for seniority purposes.

SECTION 15. BUMPING (Article V)

94. Except as expressly stated in the above provisions, none of the foregoing Paragraphs of this Article contemplates a bumping procedure.

SECTION 16. STAFFING AND SENIORITY (Article V)

95. Subject to the limitations and provisions of this contract, the Medical Center has the right to determine its staffing (including the number of jobs, the hours assigned to such jobs, and the changes to be made, if any). It is the intent of Article V to protect the most senior employees in the case of layoffs or job changes, and to preserve their shift and hours as much as is practical under the circumstances.

ARTICLE VI - CLASSIFICATION AND WAGES

SECTION 1. SCHEDULE OF WAGES (Article VI)

96. The minimum straight-time hourly rates of pay shall be shown in Appendix "A" attached hereto and made a part hereof.

SECTION 2. PAYDAY (Article VI)

97. **Wages Paid Based on Pay Period.** All wages shall be paid on the basis of two-week pay periods.
98. **Night Shift Pay Day.** If the Medical Center's payday is on Friday, the Medical Center will use its best efforts to pay employees working night shifts (as defined in Paragraph 121(b)) by the end of their last shift that begins on Thursday.
99. **Employee's Day Off.** When an employee's day off falls on a payday, the Medical Center will use its best efforts to have the employee's check available on the day before payday.
100. **Symbols on Pay Checks.** If the Medical Center uses symbols on payroll checks, such symbols shall be explained to an employee upon request.

SECTION 3. PROGRESSION SCHEDULE (Article VI)

101. **Progression Based on Service.** Progression schedules are based upon service with the Medical Center, beginning with the date of last continuous employment. No employee shall be discharged or laid off before his or her automatic rate advancement for the purposes of evading such advancement. If the Union feels that an employee has been discharged or laid off for the purpose of evading such advancement, the dispute shall be handled in accordance with the provisions of Article XI hereof.
102. **Promotion from Non-Technical to Technical Position.** When an employee is promoted to a higher paid job classification (non-technical to technical), placement in the progression schedule of the new job classification shall not be determined by his or her length of service with the Medical Center, but rather the employee will be placed at the wage step of the new classification that provides for at least a fifty dollar (\$50) a month increase or the next step in the new classification that provides for an increase, whichever

is higher.

After promotion, the employee shall receive further increases in pay at annual intervals based upon the schedule of wages for the new job classification in Appendix "A" attached hereto, and the employee's promotion date shall become his/her anniversary date for further increases.

Promotion from a Non-Technical to a Higher Paid Non-Technical Position. As an exception to the foregoing, an employee promoted from a non-technical classification to a higher paid non-technical classification shall maintain the same tenure step and anniversary date for further increases in the new classification. LVNs, Cooks, and Rehabilitation Aides will be considered technical classifications for the purpose of this section.

Employees Required to Possess an LVN License. Any employee required to possess an L.V.N. License as a condition of employment shall be paid as a Licensed Vocational Nurse and not as a Hospital Attendant.

103. **Advanced Hiring Criteria for LVN or Technical Employees.** A Licensed Vocational Nurse or Technical employee hired by the Medical Center under this Agreement shall start at Step 2 (the after-one-year wage rate) of the applicable progression schedules in Appendix "A" if she or he has had three (3) years or more previous experience within the last five (5) years in the same job classification at another accredited acute care hospital. Such an employee who has had six (6) years or more of previous experience within the last ten (10) years in the same job classification at another accredited acute care hospital shall start at Step 3 of the progression schedules in Appendix "A."

SECTION 4. PREMIUM CONDITIONS/MINIMUM TERMS (Article VI)

104. The provisions of this Agreement relating to hours, wages and working conditions are intended to establish minimum terms for the hiring of employees subject to this Agreement. As long as the Medical Center meets these minimum terms with respect to such employment, it has fully performed its obligations under this Agreement. This Agreement is not intended to preclude or discourage the hiring of employees under terms more favorable to them. Accordingly, if any employees are hired under more favorable terms, this shall be a matter of individual arrangement with such employees and such arrangements may be established, eliminated, or changed at any time without relation to this Agreement.

SECTION 5. ROOM, LAUNDRY AND UNIFORM (Article VI)

105. When the Medical Center offers an employee room and/or personal laundry in partial satisfaction of his or her weekly wage, but does not require it of the employee and the employee is free to accept it or not, the amount to be deducted from the compensation of the employee shall be a matter of individual arrangement between the Medical Center and the employee. Nothing herein contained shall be construed to require the Medical Center to continue to make available room or personal laundry.

Care of Employer Required Uniforms. When employees are required to wear uniforms or special type work clothes while in the employ of the Medical Center, the cost of laundering and furnishing same shall be borne by the Medical Center; provided that the Medical Center shall not be required to furnish apparel traditionally worn by such employees in hospitals generally. The term “uniform” includes wearing apparel and accessories of distinctive design or color.

SECTION 6. MEALS FOR FOOD AND NUTRITIONAL SERVICES (Article VI)

106. If meals are available (“available” being defined as one (1) hour within starting or quitting time), all employees covered by this Agreement who are connected with the Food and Nutritional Services department shall be entitled to meals as follows: When they work up to three (3) hours in any one (1) day, one (1) meal; when they work more than three (3) hours and up to six (6) hours, two (2) meals; when they work more than six (6) hours, three (3) meals: These meals shall be furnished without deduction in their compensation.

SECTION 7. STANDBY PAY (Article VI)

107. Any employee who has been instructed to be “on standby” but who is not called, shall be paid at the rate of one-half (1/2) their straight-time rate per hour when “on standby.” Any such employee who has been instructed to be “on standby” on a recognized holiday named in Paragraph 158, Recognized Holidays of this Agreement, who is not called to work, shall be paid at the rate of three fourths (3/4) their straight-time rate per hour when “on standby.” Any such employee shall be paid at time and one-half (1 1/2) the straight-time hourly rate with a guarantee of three (3) hours’ work or pay when called to work. This does not apply to employees such as Casuals who would normally expect to be called for available straight-time work during designated hours.

SECTION 8. EVALUATION OF EMPLOYEES (Article VI)

108. In accordance with J.C.A.H.O., the Employer shall evaluate all employees on an annual basis. Each employee shall be required to sign a copy of the performance evaluation and each employee shall receive a copy of the evaluation. The employee’s signature signifies receipt of the performance evaluation only.

SECTION 9. RELIEF IN A HIGHER PAID CLASSIFICATION (Article VI)

109. Any employee directed to relieve another employee in a higher paid classification for less than one (1) hour on a shift shall be paid at the rate of the lower paid classification for all time worked on that shift. An employee directed to relieve another employee in a higher paid classification for one (1) hour or more but fewer than four (4) hours in a shift shall be paid at the rate of pay of the higher paid classification for all hours worked in the higher paid classification on that shift. Any employee directed to relieve another employee in a higher paid classification for four (4) or more hours on a shift shall receive the rate of the higher paid classification for all the time worked on that shift.

ARTICLE VII – HOURS OF WORK

SECTION 1. EMPLOYEE WORK SCHEDULES AND OVERTIME (Article VII)

110. **Work Week, Days Off and Overtime.** The employee's workweek shall be designated by the Medical Center and shall be a consecutive period of seven (7) calendar days. Straight-time hourly rates shall apply up to a maximum of forty (40) hours per week, eight (8) hours per day or five (5) days per week. All work in excess of eight (8) hours per day or five (5) days per week shall be paid for at the rate of one and one-half (1 1/2) times the basic straight-time hourly rate. All work in excess of twelve (12) hours per day shall be paid for at the rate of two (2) times the basic straight time hourly rate. All work on the seventh (7th) consecutive day of the week shall be paid for at the rate of two (2) times the basic straight-time hourly rate. Each employee shall receive two (2) consecutive days off each week; provided that the days off may be split or rotated at the employee's request without penalty. No employee shall be required to work two (2) shifts within a period of twenty-four (24) hours except in cases of emergency.
111. **Emergencies and Mandatory Overtime.** The Medical Center will not assign overtime unless one (1) of the following conditions exists: there is a disaster or emergency declared by a federal, state, and/or local agency or a member of the Medical Center's Senior Management team has determined that an emergency exists. For the purpose of this section, emergency is defined as an unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action. Prior to assigning mandatory overtime, the Medical Center will first seek volunteers for additional work. In situations where mandatory overtime is to occur, the Medical Center will give advance notice, as permitted by operational circumstances, to the employee(s) who will be mandated to stay.
112. **Mandatory Overtime Assigned on a Rotational Basis.** Mandatory overtime will be assigned to the least senior scheduled qualified employee working in the affected unit on a rotational basis. An employee may refuse a mandatory overtime assignment due to a valid reason once per calendar year, unless all available qualified staff members have refused the overtime assignment. Assuming that an emergency situation does not exist, an employee who works a full eight-hour mandatory overtime shift may elect to have the next scheduled shift off if that shift occurs the following day.
113. **Exceptions to Paragraph 110.** As an exception to the provisions of Paragraph 110, where the employees in a department have elected to adopt the weekend off provisions of Section 2 of this Article, and have not waived the provisions of said Section 2, it is not required that any employee in such department be paid one and one-half (1 1/2) times the basic straight-time hourly rate for work in excess of five (5) days per week, or two (2) times the basic straight-time hourly rate for work on the seventh (7th) consecutive day of the week, or that employees in such department shall receive two (2) consecutive days off each week without split or rotation. Where employees in a department have not waived the weekend off provisions of Section 2 of this Article, all employees in such department shall be paid weekly overtime in accordance with the eighty (80) hour option under the Federal Fair Labor Standards Act, may be required to work back-to-back workweeks, and

may have their days off rotated or split without penalty. However, the provisions of Section 8 of this Article shall apply to such employees.

114. **Possible Scheduling for LVNs and Technicians.** Without regard to any other provision of this Section, whenever it is necessary for staffing coverage in the positions of Licensed Vocational Nurse and Technician, the Medical Center may, without penalty, assign a work schedule in excess of forty (40) hours per week (but not to exceed forty-eight (48) hours per week), provided that the Employer's schedule the following week is adjusted so that no more than eighty (80) hours, ten (10) working days, are worked in a two-week period. Each Licensed Vocational Nurse and Technician shall receive two (2) consecutive days off each week, provided that at the option of the Medical Center the days off may be split or rotated without penalty when necessary for adequate job coverage.
115. **Posting of Schedules Two (2) Weeks in Advance.** Schedules of starting and quitting times and days off of regular employees will be posted two (2) weeks in advance, subject to emergency situation changes, and as much advance notice of overtime requirements will be given as permitted by operational circumstances.

SECTION 2. WEEKEND WORK (Article VII)

116. **Weekend Work Applicable to EVS, Laundry/Linen & Food and Nutritional Services.** The following provisions of this paragraph concerning weekend work shall continue to apply to employees in the Environmental Service/Laundry/Linen and Food & Nutritional Services classifications listed in Appendix "A" of this Agreement:
- (a) **Every Third Weekend Off.** The Medical Center will use its best efforts to grant each Full time employee every other weekend off and will guarantee every third (3rd) weekend off. If the Medical Center requires a Full time employee to work three (3) or more consecutive weekends in a row, the employee will receive an additional day of paid time off for work performed on the third (3rd) consecutive weekend and for each succeeding consecutive weekend until granted a weekend off. This does not apply to Full time employees who desire a schedule which includes weekend work or to Full time employees who desire to work certain weekends which make up a portion of the three (3) consecutive weekends.
- (b) **Conditions Associated with Every Third Weekend Off.** It is understood that to guarantee employees every third (3rd) weekend off in a department, it will be necessary to rotate days off for all Full time employees in such department; there will be no restrictions on split days off in such department, and the Medical Center may utilize back-to-back workweeks and the "eighty (80) hours option" under the Fair Labor Standards Act for the purposes of computing overtime, except as modified in Section 9 below. Therefore, employees in a department of the Medical Center may elect to waive the right of their department to every third (3rd) weekend off. Such waivers shall be by a vote in each department and the decision made by the vote shall be for an entire calendar year. Voting shall be held in November of each year if requested in writing by the Union or the Medical Center to determine whether or not the provisions of this Section 2 shall apply in such department in the succeeding year.

- (c) **Voting Procedures.** Day and night shift employees shall vote as a unit, and the department decision whether or not to waive the provisions of this Section 2 must be the same for all shifts.
 - (d) The voting shall be conducted by the Staffing Committee provided for in Article XVI Staffing Committee. The departmental units for purposes of the voting shall be determined by the Staffing Committee.
 - (e) **Definition of weekend for Purposes of this Paragraph 116.** A weekend means Saturday and Sunday, except that in the case of an 11:00 p.m. to 7:00 a.m. night shift or a night shift with comparable time, it means Friday and Saturday.
117. **Weekend Work Applicable to Nursing Classifications.** The following provisions concerning weekend work shall apply to employees in the nursing classifications, and the term “nursing classifications” shall mean LVNs and Techs (Orthopedic and Surgical) wherever located; and also Hospital Attendants assigned to the nursing units for direct patient care.
- (a) **Every Other Weekend Off.** The Medical Center will use its best efforts to grant each Full-Time nursing employee every other weekend off, and will guarantee that each such Full Time nursing employee will not be required to work more than two (2) consecutive weekends in a row; further in fixed thirteen (13) week cycles commencing with the weekend when this Paragraph is placed in effect, and in the succeeding fixed thirteen (13) week cycles thereafter, the Medical Center guarantees that such Full Time nursing employees will not be required to work more than seven (7) weekends in any such cycle.
 - (b) **Working More than Two (2) Consecutive Weekends.** If the Medical Center requires a Full Time nursing employee to work more than two (2) consecutive weekends in a row, or more than seven (7) weekends in the thirteen (13) week cycle, the nursing employee will receive an additional one-half day’s pay for work performed on the third (3rd) consecutive weekend and each succeeding weekend worked until granted a weekend off, and for each weekend worked in excess of seven (7) in the thirteen (13) week cycle, but these penalties shall not be duplicated for the same weekend worked. The penalties, if any, shall be paid in a pay period immediately following the end of the thirteen (13) week cycle. For the purpose of this Subsection (b) “work” means time actually worked by such Full-Time nursing employee.
 - (c) **Rotation of Weekends Off.** It is understood that to guarantee the weekends off provided in this Paragraph, it will be necessary to rotate days off for all Full-Time nursing employees, there will be no restrictions on split days off for Full-Time nursing employees, and the Medical Center may utilize back-to-back workweeks and the “eighty (80) hours option” under the Fair Labor Standards Act for the purposes of computing overtime for Full-Time nursing employees, except as modified in Section 9 below.

- (d) **Waiver of the Provision of this Paragraph 117.** The above weekend off provisions of this Paragraph may be waived in writing by individual Full-Time nursing employees but only with the consent of the Medical Center. Such waiver does not in any way guarantee such employee fixed days off, or any different days off, workweek or overtime provisions than those provided in Paragraph 110.
- (e) **Definition of Weekend for Purposes of Paragraph 117.** A weekend means Saturday and Sunday, except that in the case of an 11:00 p.m. to 7:00 a.m. night shift or a night shift with comparable time, it means Friday and Saturday.

SECTION 3. REST BETWEEN SHIFTS (Article VII)

118. Each Regular and Limited Part Time employee shall have an unbroken rest period of at least twelve (12) hours between shifts. Also, a Casual employee will not be charged with a refusal for declining a shift that starts within twelve (12) hours of the end of the last shift worked. All hours worked within the above rest period shall be paid at the rate of time and one-half (1 1/2). Overtime for which premium pay is given shall count as rest periods for purposes of this Paragraph. The provision of this Section 3 may be waived on the written request of the individual employee and with the agreement of the supervisor. Such requests for waivers shall be in writing and the individual employee shall indicate the time period during which such waiver shall, be in effect.

SECTION 4. SHIFT DEFINITION AND PREMIUMS (Article VII)

119. **Straight Shift.** A straight shift is defined as a regular day's work of eight (8) hours completed within nine (9) consecutive hours with not more than one (1) hour for lunch.
120. **Split Shifts.** A split shift is defined as eight (8) hours completed within a spread in excess of (9) consecutive hours without more than one (1) break. Employees performing work on a split shift completed within a spread of more than nine (9) hours but not more than eleven (11) hours shall be paid a premium of three dollars and twenty-five cents (\$3.25) per day in addition to their regular rate of pay. No new split shift shall be instituted by the Medical Center after the effective date of this Agreement. In addition to the foregoing, any split shift work completed beyond a spread of eleven (11) consecutive hours shall be paid for at the rate of time and one-half (1 1/2) for all hours worked beyond the eleven (11) consecutive hours.
121. **Shift Premiums.** Premiums for working the evening or night shifts will be paid in accordance with this Paragraph.
- (a) **PM Shift Premium.** An evening or P.M. shift is any shift of four (4) hours or more beginning at or after 12:00 noon and ending after 6:00 p.m. Employees working a P.M. (evening) shift will receive a shift premium of \$1.25 per hour.
- (b) **Night Shift Premium.** A night shift is any shift beginning at or after 10:00 p.m. and before 6:00 a.m. Employees working a night shift will receive a shift premium of

\$1.75 per hour.

SECTION 5. REPORTING PAY (Article VII)

122. Any employee who appears for work at the request of the Medical Center and is not provided with work, or any employee who works for less than a full day and is laid off through no fault of the employee, shall be paid for not less than eight (8) hours work provided that an employee regularly working less than eight (8) hours per day shall be paid his or her regular pay for reporting and not being put to work through no fault of the employee. An employee called in to work on his or her regular day off will be paid for the hours worked plus one (1) hour, but this is not to exceed eight (8) hours pay in any one shift unless the employee works over eight (8) hours in that shift. Where hours of work are reduced in accordance with Paragraph 84, Temporary Shared Reduction in Hours, employees shall be deemed to be regularly working less than eight (8) hours a day under this Section.

SECTION 6. PAYMENT IN LIEU OF FRINGE BENEFITS (Article VII)

123. **Differentials for Limited Part Time and Casual Employees.** Casual employees and Limited Part Time employees shall receive a differential of one dollar and twenty-five cents (\$1.25) above the straight-time hourly rate of their classification and the shift differential, when applicable, in lieu of fringe benefits.
124. **Tenure Step Progression for Limited Part Time and Casual Employees.** Limited Part Time employees and Casual employees shall be eligible for progression to the next tenure step upon the accumulation of one thousand (1,000) hours of work. However, no employee shall advance more than one (1) tenure step during the twelve (12) month period beginning with the date of employment or the date of the employee's most recent tenure advancement. Also, the accumulation of each one thousand (1,000) hours must be accomplished in no more than three (3) years from the date of assignment to the employee's current tenure step. If an employee does not work at least one thousand (1,000) hours in such three (3) year period, the employee will remain in the same tenure step and must commence a new accumulation of the one thousand (1,000) hours toward tenure advancement.

SECTION 7. REST PERIODS (Article VII)

125. Each employee shall be granted a rest period of fifteen (15) minutes during each half shift without deduction in pay.

SECTION 8. DAYS OFF (Article VII)

126. An employee required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1 and 1/2) the employee's basic straight-time hourly rate for each day worked or portion thereof until granted a day off. This provision may be waived on the request of an individual employee and with the

agreement of the Medical Center.

SECTION 9. SHIFT ROTATION (Article VII)

127. Current rotating shifts may be continued, except that any complaint with respect to such rotation may be submitted to the Joint Committee. The Medical Center shall be allowed to establish new rotating shifts for the following purposes or under the following circumstances: training of employees, relief, emergencies, consent of the employees, layoffs and employees hired specifically for rotation. Any other rotation of shifts is subject to mutual agreement between the Union and the Medical Center.

SECTION 10. ALTERNATE SCHEDULING (Article VII)

128. Nothing in this Agreement shall preclude the parties from mutually agreeing to alternate scheduling which provides for straight-time shifts in excess of eight (8) consecutive hours.

SECTION 11. REPLACING ABSENT EMPLOYEES (Article VII)

129. In the event employees are absent from work, the Medical Center will use every reasonable effort to replace such employees if the Medical Center sees the need to do so from an operational standpoint. If employees who are absent are not replaced, and emergency circumstances do not exist, the remaining employees will be expected to perform only a normal full day's work.

ARTICLE - VIII EMPLOYEE BENEFITS

SECTION 1. PAID TIME OFF PROGRAM (Article VIII)

130. **Eligible Employees**

Full Time, Part Time, Limited-Part Time (Short Hour) employees are eligible to accrue PTO.

131. **PTO Bank, Accrual, and Pay**

- (a) PTO hours begin accruing on the first day an eligible employee moves into an eligible status, according to the accrual table below.

Years of eligible service (Change processed at start of pay period) (26 pay periods in 1 yr)	Maximum Accrual per Pay Period
Less than 1 year	8
1st through end of 3rd year	9.54

4th through end of 8th year	11.08
9th year and above	12.62

- (b) PTO accrual rate is determined by the eligible employee's PTO-eligible years of service, as shown by the adjusted hire date in the Human Resources Information System.
- (c) PTO hours accrue each pay period, based on all hours paid, including overtime, exclusive of standby, call-back guarantee, and missed meal/break premiums. PTO is accrued based on a maximum of eighty (80) hours paid per pay period. Employees will continue to earn the above stated hourly PTO credits while on low census, provided their time card reflects low census hours.
- (d) PTO pay includes the employee's base hourly rate and applicable shift differential, if any.
- (e) PTO hours accrued in excess of three hundred and twenty-eight (328) hours will be subject to mandatory payout as outlined below.

132. **PTO Use**

- (a) Employees may begin to request, schedule, and use accrued PTO hours immediately upon accrual. There is no waiting period. Employees may receive payment for approved time off as long as they have a sufficient amount of PTO time in their bank.
- (b) During the first four (4) months of employment, newly-hired employees assigned to departments that are not staffed on holidays will be allowed to have a temporary negative balance in their PTO bank and will be paid for the holiday if the employee was scheduled to work and the employee requests to use PTO. However, the negative balance is not to exceed the number of scheduled hours attributed to the holiday.
- (c) With any scheduled time off, the supervisor's approval is required in advance.
- (d) PTO hours are to be used for requested time off and for time off on recognized holidays, except as otherwise required by law or policy. Supervisors may in advance, at their discretion, approve unpaid scheduled time off for employees not to exceed sixteen (16) hours for 8-hour, twenty (20) hours for 10-hour, and twenty-four (24) hours for 12-hour employees per calendar year. Employees must submit their request for unpaid time off at least 48 hours prior to the scheduled shift for which they are requesting to take unpaid time off.
- (e) Accrued PTO may be used at a rate not to exceed the employee's FTE status each pay period as shown in the Human Resources Information System, except in cases when the employee had used PTO for a scheduled workday and then was asked to work additional hours or shifts.

- (f) Any accrued, unused PTO hours will be paid out upon termination of employment. If termination is the result of Inter-Affiliate Employment, refer to Appendix K Inter-Affiliate Employment.
- (g) Accrued PTO may not be used for an employee's last day of employment, unless applicable law provides otherwise. Employees must work their last day of employment. Inter-Affiliate transfers may use up to one week (40 hours) of accrued PTO to bridge their last day of actual work at the departing affiliate and the first day of employment at the hiring affiliate.

133. **Mandatory PTO Payout**

- (a) Employees who have accumulated PTO hours in excess of three hundred and twenty-eight (328) shall receive an annual payout down to three hundred and twenty-eight (328) hours on the first pay date in December.
- (b) PTO hours will be deducted from the employee's PTO bank. These hours will be converted to dollars based on the employee's current hourly rate including any shift differential and subject to all applicable payroll taxes.
- (c) Employees do not receive pension credit for the hours paid out, but will receive pension credit for the compensation value.

134. **Voluntary PTO Sell-Back**

- (a) Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a "sell-back" of PTO once per year. Employees can only request hours that would reduce the balance to no less than eighty (80) hours in their PTO bank at the time of the request.
- (b) Requested "sell-back" hours will be paid on the first pay date in April of each year.
- (c) The request must be submitted and acknowledged through the Employee Self Service (ESS) for final approval and delivery to the Payroll department. Payroll will review the request to determine if sufficient PTO hours are available to maintain a balance of eighty hours. All sell-back requests must be received by Payroll no later than the identified due date for the sell-back period.
- (d) PTO hours will be deducted from the employee's PTO bank. These hours will be converted to dollars based on the employee's current hourly rate including any shift differential. To ensure compliance with federal tax law, this amount will be subject to a six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.

(e) Employees will not receive hours of service for pension plan purposes from any PTO sell-back. However, an employee will receive pension credit for the compensation value related to any PTO sell-back, excluding any applicable penalties/forfeitures.

(f) PTO sell-back will be distributed via normal payroll distribution channels.

135. **PTO Payment due to Hardship**

(a) Hardship is an extreme financial hardship as a result of catastrophic events beyond the employee's control as defined in the Employer's PTO policy. The definition of hardship in the policy may be modified as required by law and is not subject to bargaining.

(b) Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a PTO payment due to hardship outside of the designated sell back period once every twelve (12) months.

(c) The hardship PTO distribution may not be in excess of the verifiable amount of immediate financial need caused by the hardship.

(d) Documentation substantiating the hardship will be required prior to approval.

(e) Employees can only be paid PTO hours due to hardship in an amount that will maintain a balance of at least eighty (80) hours in their PTO bank.

(f) Employees requesting PTO payment must complete a Request for PTO Payment Due to Hardship form and submit the form and supporting documentation to S3 Benefits. If approved, PTO hours will be deducted from the Employee's PTO bank. These hours will be converted to dollars based on the Employee's current hourly salary. The PTO hardship payout is subject to six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.

136. **Donation of PTO to an Employee under Medical Emergency Circumstances**

(a) Medical emergency is a medical condition of the employee or an employee's family member as defined in the Employer's PTO policy. The definition of medical emergency in the policy may be modified as required by law and is not subject to bargaining.

(b) Employees who have a PTO bank balance of more than eighty (80) hours are eligible to request a transfer of accrued PTO hours to another eligible employee at the same affiliate or legal entity who has experienced an unanticipated medical emergency. Employees may only contribute hours in an amount that will maintain a balance of eighty (80) hours in their PTO bank.

(c) Prior to requesting PTO donations, an employee or designee must submit a Request for

PTO Donation claiming a medical emergency.

- (d) An employee requesting to donate and transfer PTO hours to another employee should complete the Request to Donate PTO Hours form and submit it to HR for review and approval.
- (e) The receiving employee must have exhausted all forms of payment prior to receiving a PTO donation. Payroll will release donated PTO hours as needed each pay period. HR will notify donors of excess donated PTO hours that will not be used. Excess donations are not processed to the receiving Employee's PTO bank.
- (f) The donated PTO hours will be deducted from the donor employee's PTO bank as needed. (Note: The donor employee does not get pension credit for the hours or the compensation value of the donated PTO.) These hours will be converted to dollars based on the donor's current hourly salary excluding any shift differential. Then these dollars will be converted back to the appropriate number of PTO hours based on the recipient employee's current hourly salary excluding any shift differential. (Note: The received PTO is included in the recipient employee's gross income when used. Therefore, the recipient employee will receive pension credit for both the hours and the compensation value of the donated PTO, up to certain limits established by federal tax law.) The donated PTO will be subject to taxes and appropriate withholdings when paid.

137. **Use of PTO During Leave of Absence**

- (a) Unless prohibited by a regulatory requirement allowing optional PTO use, (e.g., FMLA, CFRA, CA Pregnancy Disability Leave (PDL), Military leave, etc.), the Medical Center requires the use of accrued and available PTO during leave. PTO, if elected or required for use, is integrated with all forms of wage replacement up to approximately 100% of Pre-Disability Gross Earnings.
- (b) Employees can elect (unless PTO use is required) whether to use accrued PTO to cover any applicable elimination period, and to integrate PTO with other wage replacement benefits.
- (c) If the employee does not affirmatively decline using PTO or if PTO use is required, the Medical Center shall integrate accrued PTO with all applicable forms of wage replacement.

138. **Accumulation of Extended Sick Leave.**

Regular Full Time Employees. Regular Full Time Employees shall accrue Extended Sick Leave (ESL) at the rate of 1.85 hours per pay period, based upon their continuous length of Regular employment. ESL hours shall accumulate each pay period based on

straight-time hours worked, PTO hours used, hours worked on a holiday, overtime hours worked, double-time hours worked, paid jury duty, paid bereavement leave and hours taken off at the request of the Hospital due to the lack of work, up to a maximum of eighty (80) hours in a pay period. ESL does not accumulate on stand-by pay, SDI benefits, Workers' Compensation benefits, Long Term Disability benefits, Extended Sick Leave hours used, leaves of absences (except PTO used during a medical or family care leave), excess PTO that is paid out, PTO that is donated, or hours in excess of eighty (80) per pay period. Such accrual shall commence as of the beginning of the first day of the pay period following the commencement of or reclassification to, Regular employment, whichever is earlier.

139. **Regular Part Time and Float Employees.** Regular Part Time and Float employees shall accumulate ESL each pay period in accordance with Paragraph 138.
140. **Original Transition to PTO.** In addition to the PTO accruals shown in Paragraph 131, each employee shall have their PTO account credited with any vacation and holiday hours that were accumulated, but not taken, as of the implementation date of PTO.
141. **Maximum Accrual of Extended Sick Leave (ESL).** Maximum accrual of Extended Sick Leave (ESL) shall be seven hundred and twenty (720) hours. Employees with ESL balances above the maximum accrual will not accrue. No employee covered by this Agreement with accumulated ESL above seven hundred and twenty (720) hours shall lose any accumulated hours as a result of the ratification of this Agreement, although further accumulation beyond seven hundred and twenty (720) hours shall not be permitted until/if the employee's balance goes below seven hundred and twenty (720) hours, at which point the employee shall again accrue ESL hours as described in this Article.
142. **Final Disposition of Personal Sick Leave Account (PSL).** For employees in employment as of May 1, 1988, all sick leave earned but not taken as of the beginning of the pay period closest to May 10, 1988, was placed in a Personal Sick Leave account. Effective May 1, 1993 all PSL was converted to ESL and/or PTO.
143. **Scheduling and Use of PTO.**
- (a) **PTO Requests Submitted by February 1.** Requests for PTO will be governed by the provisions described below.

Advance Requests for One Workweek or More of PTO

- i. Employees shall submit their PTO preference dates in writing by February 1st of each year and the Medical Center shall post a schedule by March 1st of each year.
- ii. If staffing, scheduling, or patient care or work requirements do not permit the approval of all PTO requests submitted by employees, then the employee's seniority shall be the determining factor within each work area and classification.

144. **Other PTO Requests.** Requests for PTO that are not submitted under Paragraph 143 above shall be submitted in writing at least one (1) week in advance of the posting of the schedule covering such day or days. If all such requests within the work area cannot be granted, then seniority within that area and classification shall govern, subject to the following:
- (a) **Precedence of Previously Approved PTO Requests.** Seniority will not govern if a less senior employee's PTO request has already been approved.
 - (b) **Major Holidays.** The Medical Center will use its best efforts to grant each employee who Requests it, at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day. Where conflicts arise in the same work area, classification and shift, seniority will govern, but each employee (if possible, due to staffing and scheduling) shall be granted one of these two major holidays off before any employee is granted both major holidays. The holiday shift, for the purpose of this provision, is described in Paragraph 160 below.
145. **When Advance Notice Is Not Possible.** Advance written request for the use of PTO is not required if the employee's own disability or an emergency necessitates an unplanned absence that was not requested and approved in advance of that day. In all such cases, the reason for the absence shall be given, and the employee shall follow the Medical Center's or work area's requirements as to when and how notice is to be given. If such unplanned absences (whether paid or unpaid) without advance notice and approval exceed five (5) incidents within the prior twelve (12) months, counseling or disciplinary action may be taken. Consecutive days taken at one time are one incident of unplanned absence.
146. **PTO Requests not Unreasonably Denied.** PTO requests shall not be unreasonably denied because of the season of the year.
147. **Use Of ESL.**
- (a) **Commencement of ESL and Hospitalization.** ESL is to be used for absences from work that exceed seven (7) continuous calendar days of total disability for non-industrial injuries or illnesses or three (3) continuous calendar days of total disability for industrial injuries or illnesses. If the employee is hospitalized, ESL may be used commencing with the first day of hospitalization.
 - (b) **Reasonable Verification.** Reasonable medical or other verification or information may be requested by the Medical Center regarding unplanned absences or the use of ESL. Such information or verification also may be required upon an employee's return from an illness or injury, or if the Medical Center believes a question exists as to the employee's ability to work. Employees shall authorize the use of and comply with the recommendations of a Case Manager, provided such recommendation conforms to the medical verification by the attending physician.

- (c) **Connecting to Work Program (CTW).** Employees shall participate in an Employer approved Connecting to Work (CTW) program. The employee must meet the qualifications in order to perform the assigned work. ESL hours will not be available to employees who are offered but do not participate in the CTW program. Days worked in CTW shall count towards satisfying the Elimination Period for ESL eligibility.
148. **PTO/ESL Paid at Straight Time Plus Shift Differential.** PTO/ESL hours shall be paid at the straight-time rate in effect as of the date PTO/ESL is used (or cashed in, in the case of PTO) plus any shift differential to which the employee may be entitled.
149. **PTO Cash Out at Termination.** Upon termination from employment, employees shall be paid for all PTO hours accumulated but not taken. There shall be no cash payout of ESL hours.
150. **ESL Conversion upon Employee's Separation from Employment.** Employees at least 55 years of age shall be able to use accrued ESL for payment of COBRA benefits upon separation of employment, according to the following schedule:
- | | |
|----------------------------|----------|
| 200 hours up to 400 hours: | 3 months |
| 401 hours up to 500 hours: | 4 months |
| 501 hours up to 600 hours: | 5 months |
| 601 hours and above: | 6 months |
151. **Integration of ESL/PTO with State Disability or Workers' Compensation.** In cases where an employee is eligible to receive disability benefit payments (State Disability Insurance or Workers' Compensation), the employee shall apply for such benefits. To the extent that the disability payments do not equal the employee's normal wages, the employee's ESL (or PTO, if elected by the employee) shall be used in an amount sufficient to equal but not exceed the employee's straight-time rate of pay and any shift differential for scheduled hours.
152. **Workers' Compensation Changes.** The parties shall bargain over changes to Workers' Compensation benefits, as required by law.
153. PTO/ESL can only be **used** on scheduled workdays.
154. **PTO Availability Prior to Employee's Taking Time Off.** Upon one week's written notice from an employee, the PTO pay for which the employee is eligible for time off of two (2) weeks or longer **shall** be available to him/her immediately prior to the commencement of the employee's time off period. Further, if an employee's PTO time off covers more than one pay period, there shall be separate checks for each pay period.
155. **Requests for Current Accruals of PTO/ESL.** Within a reasonable time after an employee submits his or her request, not to exceed three (3) working days, the Medical Center will inform the employee as to the current amount of his or her PTO/ESL accrual.

156. **Compliance with FMLA.** The Medical Center agrees to comply with the provisions of the Family Sick Leave Act (**AB 109**). Thus, the Medical Center will apply the extended sick leave (ESL) and Paid Time Off (PTO) provisions of this Agreement in a manner that complies with AB 109 and other applicable law. For purposes of this Section, the Medical Center will recognize a domestic partner, as defined by Appendix D of the existing Agreement, as it would a spouse.
157. **Pay For Holidays Worked.**
158. **Recognized Holidays.** Recognized holidays for the purpose of Paragraphs 158-161 are as follows:
- New Year's Day
Martin Luther King Jr. Birthday (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Memorial Day (last Monday in May)
4th of July
Labor Day (1st Monday in September)
Thanksgiving Day
Christmas Day
The Employee's Birthday
159. **Employee's Birthday.** The employee's birthday is a recognized holiday only if the employee requested his/her birthday off at least one week before that period is posted, and the employee was assigned to work and did work his/her birthday.
160. **Holiday Shift Defined .** A day, p.m., or night shift employee works a holiday shift when the major portion of the shift falls on one of the above days.
161. **Pay for Working on the Holiday.** If any employee works one of the above holidays, the employee shall receive payment at time and one-half (1 1/2) the employee's straight-time rate for all hours **worked** on such holiday. Exceptions are:
- (a) **Working on Both Major Holidays.** If an employee requests Christmas Day and/or the following New Year's Day off, and is required to work both holidays, the employee shall receive two times (2x) his or her straight-time rate for New Year's Day; or,
- (b) **Holiday Provisions Specific to the PM Shift.** A Regular employee assigned to the p.m. shift may submit a request to observe the Christmas Day holiday on December 24 and/or observe the New Year's Day holiday on December 31. Such a request is to be submitted by the employee at least 30 days in advance of the holiday. If the employee's request is granted by the Hospital and the employee is then scheduled off on December 24 and/or December 31, such day off shall constitute the employee's Christmas and/or New Year's Day holiday off, and payment for work performed on December 25 and/or January 1 shall be as a non-holiday.

SECTION 2. HEALTH PLAN OPTIONS AND OTHER EMPLOYEE BENEFITS (Article VIII)

162. **Medical Benefits:** Effective the first open enrollment following January 1, 2016, the Medical Center shall implement the newly designed SutterSelect Health Plan for all benefited employees.
163. **Dental Benefits:** Effective the first open enrollment following January 1, 2016, the Medical Center shall implement the new dental options for all benefited employees.
164. **Vision Benefits:** Vision Coverage will be provided under the Vision Service Plan (VSP). Effective the first open enrollment following January 1, 2016, the Medical Center shall implement the new vision options for all benefited employees.
165. **Eligibility:** Full-time and part-time benefit eligible employees become eligible for health insurance benefits (medical, dental, vision) on the first day of the month following completion of thirty (30) days of employment but no later than sixty (60) days from the date of hire to remain eligible for applicable benefits. Otherwise, the employee must wait until the next open enrollment. The terms for participating in and coverage by the Medical Center's health insurance programs shall be governed by the Medical Center's policies.
166. **Premiums:** Effective the first open enrollment following January 1, 2016, the Medical Center shall pay 100% of the premiums for employee and dependent coverage for the lowest cost health, dental and vision plan (EPO, Delta Care DMO, and VSP Basic) offered by the Medical Center. If the employee chooses a plan other than the lowest cost health, dental and vision plan, the Medical Center shall make available to the employee the dollar contribution amounts (equal to what the Medical Center would pay for the employee selecting the lowest cost plan) for the payment of premiums for the employee and dependents for the higher cost plan, if applicable. The remaining premium amounts (balance) shall be the responsibility of the employee.
167. **Insurance Rebates:** Effective January 1, 2021 employees who are eligible for health and dental insurance and decline to enroll in said benefits may receive rebate dollars in the following amounts: \$1200/year for medical and \$130.00/year for dental. Employees must affirmatively enroll in rebates during the annual open enrollment period in order to receive the rebates._
168. **Benefit Option Selections:** Benefit option selections can only be changed upon occurrence of a qualified change in family status, such as marriage, divorce, birth of a child, death of a child or spouse, or during the designated open enrollment period. Changes made during open enrollment take effect January 1st of the year following open enrollment.
169. **Group Life Insurance:** Effective the first open enrollment following January 1, 2016, the Medical Center shall provide for each benefited employee with Employer-paid Basic

Life and Accidental Death and Dismemberment coverage of fifty thousand dollars (\$50,000). Each benefit eligible employee may purchase supplemental life insurance for themselves, for a spouse/domestic partner and for dependent child(ren) as offered by the Medical Center. A statement of good health may be required.

170. **Enrollment and Eligibility for Group Life Insurance:** First day of the month following completion of thirty (30) days of employment but no more than sixty (60) days from the date of hire to remain eligible for applicable benefit; otherwise, the employee must wait until the next open enrollment. The coverage is effective the first of the month following the carrier's approval, if applicable. The terms for participating in and coverage by Medical Center's life insurance program shall be governed by the Medical Center's policies.

171. **Long Term Disability (LTD) Plan:** Effective the first open enrollment following January 1, 2016, full-time and part-time benefited employees will be covered by a Long Term Disability plan that provides a 60% benefit to maximum of \$5000 per month after one hundred eighty (180) continuous days of disability for up to five (5) years. The cost of the basic LTD Plan will be paid by the Medical Center. Subject to underwriting requirements established by the carrier, eligible employees may also elect and pay for a supplemental plan that provides 60% to a maximum of \$10,000 per month payable until age 65 if disabled. The current employee-paid voluntary long term disability options are eliminated.

Enrollment and Eligibility for LTD: First day of the month following completion of thirty (30) days of employment, but no more than sixty (60) days from the date of hire to remain eligible for applicable benefit; otherwise, the employee must wait until the next open enrollment. The coverage is effective the first of the month following the carrier's approval, if applicable.

The terms for participating in and coverage by Medical Center's insurance programs shall be governed by the Medical Center's policies.

172. **Modifications to the Group Life Insurance of Long Term Disability Plan.** The Medical Center has the right to modify in whole or in part the Medical Center's Group Life Insurance Plan and Long Term Disability Plan, except as otherwise described above. Neither the exercise of such right nor the effect of the exercise of such right is subject to the grievance provisions of this Agreement. The Medical Center will provide the union with thirty (30) days written notice of any such modifications and, upon request, shall meet to discuss alternatives with the union during this thirty (30) day period. If no agreement is reached within the thirty (30) day period, the Medical Center may implement its proposed changes.

173. **Health Care Flexible Spending Account (FSA):** Effective on the first January when the health plan in this Agreement is implemented, for full time and part time benefited employees, the Employer will contribute annually \$250 (two hundred fifty dollars) to a flexible spending health care account to be used by the

employees on allowable health care expenses. The Employer's FSA contributions will cease upon expiration of this Contract (April 30, 2020).

An employee will have until April 15th to submit claims incurred in the prior calendar year. A grace period is also available that follows the end of the calendar year during which any unused amount allocated to the health care FSA at the end of the calendar year may be used to reimburse eligible expenses incurred during the grace period. The grace period begins on the first day of the next calendar year and ends two (2) months and fifteen (15) days later. Contributions not used per guidelines above will be forfeited.

Eligible expenses for the health care flexible spending account are determined by the IRS. A list of eligible expenses is available by contacting the FSA claims administrator.

174. **Future Changes to SutterSelect Health Plan:**

The Medical Center will provide at least ninety (90) days' notice of any change(s) in the SutterSelect Health Plan, including the following changes: (1) substituting another plan for the SutterSelect Health Plan, Dental Plan or Vision Plan; (2) switching from self-insured financing to another model of financing; and (3) substituting carriers and/or third-party administrators. The Medical Center will meet and bargain with the Union during the required notice period. Except for legally required changes, no change may be implemented without the Union's consent if it reduces the level of benefits offered to employees.

175. **MD Live Program:**

Effective 2015 the Medical Center introduced the MD Live Program. The MD Live Program is offered as an enhancement to the health plan benefits in this Agreement. MD Live visits are \$20 copay, with each member eligible for up to five (5) visits per calendar year. The Medical Center will provide at least ninety (90) days' notice of any change(s) to (i.e copays or extent of coverage) or the elimination of the MD Live Program.

176. **Tier Structure:**

Effective January 1, 2021, the health, dental, and vision plan will move from a 3-Tier employee cost share to a 4-Tier employee cost share as follows.

2020 3-Tier Structure	Tier Structure (EE = Employee)
Medical, Dental, Vision	EE Only
	EE + 1
	EE + 2 or More
2021 4-Tier Structure	Tier Structure (EE = Employee)
Medical, Dental, Vision	EE Only

	EE + Spouse
	EE + Child(ren)
	EE+ Family

SECTION 3. LEAVE OF ABSENCE (Article VIII)

177. **Requests for Leaves.** Requests for leaves of absence shall be in writing. Any grant or denial of a leave shall be in writing. The Union and the Medical Center agree to comply with all the provisions of the Family Medical Leave Act and with the California Family Rights Act.
178. **Physical Disability Leave of Absence.** Any Regular employee who has completed his/her probationary period with the Medical Center shall be entitled to a leave of absence on proper proof that he/she needs it because of his or her own physical disability. Such leave shall not be more than one hundred eighty (180) calendar days. It may be extended only by agreement between the employee and the Medical Center. The Medical Center may require reasonable proof of physical disability and reasonable proof that the employee will be able to return to duty within the time for which the leave is requested.
179. **Industrial Leaves of Absence.** As an exception to Paragraph 178 Physical Disability Leave of Absence above, a leave of absence for an industrial injury or illness shall be for no more than one (1) year, and shall be granted regardless of length of service following the completion of an employee's probationary period. For reclassification during industrial leaves see Paragraph 39(h)2, Bridging Hours for Reclassification if on Industrial leave. It may be extended only by agreement between the employee and the Medical Center. The Medical Center may require reasonable proof of physical disability and reasonable proof that the employee will be able to return to duty within the time for which the leave is requested. Employees on industrial leave may be offered any available light duty work consistent with medical restrictions. An employee shall not unreasonably decline light duty work, which is consistent with the medical restrictions. Such light duty work shall not displace any regularly scheduled hours of work for bargaining unit employees.
180. **Union Leave.** The Medical Center agrees to allow one (1) employee at a time, with a maximum of three (3) different employees per calendar year, time away from work for purposes of Union Leave, in an amount not to exceed three (3) months per employee. The period of leave will be unpaid and the employee will be responsible for the cost of maintaining his/her benefits. The employee will not accrue any additional benefits while on leave. At the expiration of the leave, the Medical Center will return the employee to

the same position he/she occupied prior to the onset of the leave. An employee on approved leave may exercise his/her seniority for the purpose of job bids.

181. **Requests for Union Leave in Writing.** Requests for Union Leave must be submitted, in writing, to the Medical Center's Director of Human Resources at least fourteen (14) days prior to the onset of the leave. The Medical Center will not unreasonably deny a leave request, however approval of such requests will be made solely at the Medical Center's discretion and will be based on patient care and staffing needs.
182. **Other Leaves of Absence.** Leaves of absence for other reasons shall be granted only by agreement between the employee and the Medical Center. A leave of absence shall not be unreasonably denied because of the season of the year.
183. **Non-forfeiture of Accrued Rights.** By reason of such leave of absence the employee shall not lose any accrued rights under this Agreement, but likewise he or she shall not accrue any rights during such leave.
184. **Return to Duty in Fewer than Thirty-one (31) Days.** When an employee returns from a leave of absence not exceeding thirty (30) days in compliance with the approved terms of the leave, such employee shall be assigned to the same classification, position, unit and shift he or she held before the leave.
185. **Return to duty in excess of Thirty (30) Days.** If the leave is in excess of thirty (30) days and the employee returns in compliance with the approved terms of the leave, the Medical Center will use its best efforts to, and will not unreasonably deny, return of the employee to the same classification, position, unit and shift as occupied at the start of the leave. If conditions have changed so that this is not reasonable, the employee shall be reinstated in a position, unit and shift as nearly comparable as is reasonable under the circumstances.
186. **Adjustment of Anniversary Date.** Any employee on leave of absence under this Section shall not have his or her anniversary date adjusted for purposes of this Agreement when the leave of absence is less than thirty (30) days' duration. Any employee on leave of absence under this Section by reason of a non-industrial physical disability (injury or illness) shall not have his or her anniversary date adjusted for purposes of this Agreement when the leave of absence is less than six (6) months' duration. Any employee on leave of absence under this Section by reason of an industrial injury or illness shall not have his or her anniversary date adjusted for purposes of this Agreement when the leave of absence is less than one (1) year's duration. If the employee's leave of absence is:
 - (a) thirty (30) days or more; or,
 - (b) by reason of a non-industrial physical disability is six (6) months or more; or
 - (c) by reason of an industrial injury or illness is one (1) year or more;

then his or her anniversary date may be adjusted for the full period of the leave of absence except for the first thirty (30) days of such leave. In no case shall an employee's anniversary date be adjusted for a leave of absence of less than thirty (30) days' duration, or for the first thirty (30) days of any longer leave of absence.

187. **Employee Replacing an Employee on L.O.A.** A person hired or assigned as a replacement for an employee on a leave of absence shall be so advised by the Medical Center.

SECTION 4. BEREAVEMENT LEAVE (Article VIII)

188. All full time and part time employees are eligible for bereavement leave. Limited-Part Time (Short Hour) employees will be eligible for bereavement leave effective the start of the pay period following ratification.
189. Employees who experience the death of a Family member or Relative and intend to request bereavement leave must notify their supervisor as soon as possible of their need for bereavement leave pay and time off. Management may request verification of death and/or relationship to the deceased.
190. In the event of the death of a Family member, employees may receive a maximum of three (3) days of bereavement leave pay, including applicable shift differentials.
- (a) Family member shall include the following: spouse by marriage (not including common law marriage), registered domestic partner, parent, parent-in-law, child, grandchild, son-in-law, daughter-in-law, grandparent and sibling, individuals for whom the employee is the legal guardian, or other relative as defined below living in the employee's home. Step relationships are equal to blood relations and "great-grand" the same as "grand."
191. In the event of the death of a Relative, Employees may receive a maximum of one (1) day of bereavement leave, including applicable shift differentials.
- (b) Relative shall include the following: aunt, uncle, niece, nephew, cousin, grandparent-in-law and sibling-in-law. Step relationships are equal to blood relations and "great-grand" the same as "grand."
192. Bereavement leave days do not need to be taken consecutively but need to be taken within two (2) weeks (14 consecutive calendar days) of either the service (e.g. funeral, interment, cremation, memorial, etc.) or death. Compensation will be provided to replace regularly scheduled workdays missed and are not considered hours worked for the purpose of calculating overtime. The two-week time frame may be extended at the discretion of management as an accommodation due including, but not limited to, religious, cultural or geographic reason(s).
193. The Medical Center recognizes there may be a need for additional time off when a death occurs in the family and time is needed for the surviving family members to mourn the loss or when employees must travel extensively in order to make arrangements and/or attend funeral/memorial services. Additional time off – either Paid Time Off (PTO) or unpaid time off, where applicable, may be granted

to the employee at the discretion of management.

194. Employees who are on Paid Time Off (PTO) when the death occurs are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in-lieu-of PTO hours.
195. Employees who are on an approved leave of absence during which s/he is integrating PTO hours are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in-lieu-of PTO hours. Any bereavement pay the employee receives in-lieu-of PTO hours must be reported to the Employment Development Department (EDD) and Short-Term Disability/Long-Term Disability carriers, if applicable. If the employee has chosen not to integrate PTO hours with disability payments, s/he is not eligible to receive bereavement leave pay.

SECTION 5. PHYSICAL EXAMINATION (Article VIII)

196. All physical examinations required of employees in connection with their employment, according to the practice of the Medical Center, shall be given without charge, and all costs incident to these examinations shall be borne by the Medical Center. Each employee is to have available an annual physical examination on the Medical Center's time. Pre-employment examinations will be on the employee's time, even if not given until after the employee is actually employed. Both pre-employment and annual physical examinations shall include the following:
 - (a) Examination and review of medical history by a physician or nurse practitioner.
 - (b) Certification by physician or nurse practitioner that the employee is free of communicable disease and physically able to perform the work assigned.
 - (c) Routine chest film and/or tuberculin test and routine diagnostic laboratory tests, all to be as determined by the Medical Center or any applicable law, and
 - (d) Pap smear and/or sickle cell anemia test to be provided at the employee's option.

SECTION 6. JURY DUTY PAY (Article VIII)

197. An employee called for jury duty will receive the difference between jury pay and normal straight-time earnings. An employee subpoenaed to appear as a witness in a judicial procedure, not including arbitration, which arises out of the employee's employment but in which the employee is not a party, will receive the difference between witness fees and straight-time earnings. As a condition to jury duty pay, or witness pay, the employee must notify the Employer as soon as is reasonable after he or she receives notice to report or is subpoenaed (normally within twenty-four [24] hours) and must cooperate in trying to be excused if the Employer so desires. Also as a condition to receiving jury pay, the employee must produce a receipt from the Jury Commissioner that he or she has been called or served, if such receipts are provided. In the case of witness pay, verification of attendance or of fees received

may be requested. Employees will be eligible for a total of one hundred sixty (160) hours of Jury Duty/Witness pay. The first eighty (80) hours will be payable at their normal straight-time rate. The second eighty (80) hours will be payable at one half (1/2) their normal straight-time rate.

SECTION 7. EDUCATION LEAVE AND CAREER OPPORTUNITIES (Article VIII)

198. **Licensure, Certification, & Continued Education.** To encourage employees to attend courses, institutes, workshops or classes of an educational nature for career development and advancement, employees have the opportunity for advancing their knowledge, skills, and credentials to include licensure, certification and continued education where required. Each employee has the ability to identify personal and professional developmental needs related to their present position, determining a plan to fulfill present and future employment goals, and making the effort that is required to meet those needs.
199. **Classes Requested by Manager.** Classes or workshops taken at the request of the Manager or the Medical Center will not be charged against the employee's Paid Educational Leave. However, if the employee requests Paid Educational Leave or if the Supervisor and employee agree that the employee would benefit from a course or workshop related to his/her position, then the charge would be against the employee's Paid Educational Leave. In addition, classes presented by the Medical Center to meet requirements of a specific job will not count against this time.
200. **Applicable to Regular Full Time and Part Time Employees.** Employees who are in Regular Full-Time or Regular Part-Time employment categories (scheduled twenty [20] hours per week or more) shall be eligible for job-related Paid Educational Leave with pay on their effective date of hire. Employees whose status changes from a temporary or casual position to a regular position (scheduled twenty [20] or more hours per week) are eligible on the date of status change. Regular Full-Time employees will be eligible for up to forty (40) hours of job-related Paid Educational Leave each calendar year. Regular Part-Time employees shall be eligible on a pro-rated basis.
- (a) Paid Educational Leave shall be made available provided:
- i. The employee applies for this leave at least two (2) weeks in advance in writing specifying the program to be attended.
 - ii. The employee obtains permission from his or her supervisor to attend;
 - iii. Such leave shall not interfere with staffing.
- (b) An employee who does not apply for leave during a calendar year waives the Paid Educational Leave for that year. Leave time cannot be carried over into the next year.
- (c) Unused Paid Educational Leave will not be paid off at termination.
201. In computing said forty (40) hours, time away from the employee's job at the

Medical Center is counted, not just time at the class or lecture, etc.

202. Permission for such educational leave will not be unreasonably denied. If an employee submits a written request for educational leave at least one (1) month in advance, the Medical Center will notify the employee in writing at least two (2) weeks in advance whether the requested leave will be permitted or denied. If an employee submits such a request less than one (1) month in advance, the Medical Center will respond as soon as is practicable.

SECTION 8. TUITION REIMBURSEMENT (Article VIII)

203. Effective January 1, 2021, all full-time and part-time employees who have successfully completed their probationary period are eligible for Tuition Reimbursement.
204. The maximum tuition reimbursement that an Eligible Employee, including Eligible Employees employed at multiple Sutter Health legal Entities, may receive is \$2,500 per calendar year. Approved requests for tuition reimbursement will be reimbursed at one hundred percent (100%) of covered expenses, up to the calendar year maximum.
205. Eligible courses include courses that appear likely to lead to improvement in skills and knowledge in the employee's present job or reasonable potential advancement to a higher skill level or position. The course of study must be offered through accredited institutions, including, but not limited to colleges, universities, and business/technical/or vocational schools. In addition, other courses that are eligible for reimbursement include: Graduate Equivalency Degree (GED) courses from an accredited institution and English as a second language (ESL) course from an accredited institution.
206. Excluded from tuition reimbursement are seminars, conferences, and workshop. Course work or other education involving sports, games, or hobbies are also not eligible for reimbursement under this policy, unless that course work or education is related to the affiliate's business or required as part of the employee's degree program. It is not the intent of this benefit to provide or guarantee accumulation of continuing education credit. Course work must not conflict with the employee's work schedule, including overtime and standby requirements, if any (unless otherwise approved by an employee's supervisor).
207. Covered expenses include tuition fees, lab fees, registration fees, and costs of required books. Covered expenses shall not include the costs of commuting, parking, application fees, ID fees, graduation fees, archive fees, deferred payment fees, late fees, entrance exams, expenses for miscellaneous school supplies and materials, expenses for uniforms, expenses for books that are not required by the course syllabus, expenses for graphing calculators, laptop or other computers, printers, any other specialized equipment, mail-in registration fees, fees for non-residents that have not been previously approved by the Employer, any other special or non-recurring fee, costs for meals, or costs for lodging that are incurred by an employee

and are incidental to the taking of an eligible course.

208. Employees desiring tuition reimbursement shall complete the tuition reimbursement form and submit the completed form to their supervisor for approval at least three (3) weeks prior to the starting date of the course(s). If the tuition reimbursement request is denied, the employee is responsible for all costs. Costs for fees and books should be estimated on the tuition reimbursement form. The supervisor shall review the request and confirm or deny course eligibility. If approved, the supervisor shall sign and return the form to the Eligible Employee. A new request shall be completed for each semester or similar period of study. Should an employee use all funds available in a calendar year, no further benefit will be paid even if a Tuition Reimbursement Request has previously been filed and approved.
209. To receive reimbursement for an approved course, the employee must remain an eligible employee for two (2) weeks beyond the last day of instruction. Employees shall submit the following items to S3 Benefits no later than four (4) months after the course has been completed including any required exams (however, if the course is for the fall semester and it is the employee's desire to have the costs applied to the current year's maximum tuition reimbursement they need to be submitted by the first Friday in December of the current year). It is the employee's responsibility to ensure documentation is received accordance with the required timelines.
210. A copy of the approved Tuition Reimbursement request form;
211. A canceled check or official receipt of payment made for tuition, allowable fees and receipts for books;
212. The official record indicating an acceptable grade (C or above) or satisfactory completion; or, for fall semester classes, a Projected Grade Letter form completed by the instructor(s) with the employee's anticipated grade. The Projected Grade Letter form is available through the MySutter Connection portal.
213. Paid tuition reimbursement is applied toward the benefit amount available for the calendar year in which the expense reimbursement is paid to the employee, i.e. an employee who begins classes in the fall semester but submits the grades and receipts in January of the following year will have that amount counted against the calendar year in which the expenses are reimbursed. Employees are encouraged to submit these documents as early as possible for courses that end late in December. If an employee is taking a class in the fall through the Tuition Reimbursement program and wants the benefit allocated in the same calendar year, s/he must submit the tuition reimbursement request by the first Friday in December of the current year (see above).

(a)

SECTION 9. TRAINING AND UPGRADE FUND (Article VIII)

214. **Employer's Contribution to Fund.** The Medical Center agrees to establish a Training and Upgrade Fund in which it will contribute at least .25% of gross payroll

of NUHW-represented employees of the Medical Center. The training fund shall be jointly administered by six (6) representatives chosen by the Union (up to two [2] from each campus) and six (6) representatives chosen by the Employer. At least one (1) of the Union's representatives may be, at the Union's sole discretion, a NUHW staff representative. The Employer will continue to pay all NUHW-represented employees who are employed by the Medical Center and who serve as administrators of the fund for time spent in the administrative meetings of the fund, up to their scheduled FTE hours.

215. **Purpose of Fund.** The purpose of the fund shall be to provide extensive training and retraining opportunities, including reduced work schedules, child care, adult basic education, and other training programs that will enable the Medical Center employees to pursue enhanced career opportunities with the Medical Center. The Medical Center agrees to bear all administrative costs to the program(s) and the .25% annual contribution. The administrative costs will be paid from the training fund. It is the intent of the parties that the fund is to be fully expended each year.

216. **Process for Decision Making.** Decisions by the jointly administered fund shall be consensus and if consensus cannot be reached, the committee members will vote, with representatives from both parties voting in equal numbers.

SECTION 10. RETIREE HEALTH CARE ACCOUNT & RETIREMENT PLAN (Article VIII)

217. **CPMC RETIREE HEALTH CARE ACCOUNT**

Effective January 1, 2006, the Medical Center will establish the CPMC Retiree Health Care Account ("RHCA") for bargaining unit employees. The retiree may use said account to offset the cost of health care premiums offered by the vendor(s) of the former employee's choice, as follows:

218. **Eligibility for CPMC Retiree Health Care Account.** For all benefited employees at age sixty (60) or older with fifteen (15) or more years of Medical Center service (floor/minimum); 1,000 hours within a calendar year = 1 year of service = \$1,000 for the employee's account.

219. **Retiree Health Care Account Value**

Retirement Age	Career Maximum in Account
60+	\$25,000 (e.g., 25 plus years of eligible service)

220. **Effective Date of Retiree Health Care Account.** Consistent with the examples given below, benefited employees who attain age sixty (60) on or after January 1, 2005 and who have at least fifteen (15) years of Medical Center service shall be eligible to participate in the CPMC RCHA.

221. **EXAMPLES**

Example 1: An employee who works until age sixty (60) with fifteen (15) years of service in an eligible position who meets the hours worked criterion will have \$15,000 in the health care account available to her or him at retirement to pay for medical, dental, and/or vision premiums.

Example 2: An employee who works until age sixty (60) with twenty (20) years of service in an eligible position who meets the hours worked criterion will have \$20,000 in the health care account available to her or him at retirement to pay for medical, dental, and/or vision premiums.

Example 3: An employee who works until age sixty (60) with twenty (25) years of service in an eligible position who meets the hours worked criterion will have a full \$25,000 in the health account available to her or him at retirement to pay for medical, dental and/or vision premiums.

222. **Retiree Health Care Account Benefit Calculation Based on Hours Worked in Eligible Position.** The benefit is calculated based on \$1,000 per calendar year in which the benefited employee worked at least 1,000 hours at the Medical Center.
223. **Educational Materials for the Retiree Health Care Account.** The Medical Center shall provide employees with additional information about the CPMC RHCA.
224. **Dispute Resolution for Retiree Health Care Account.** Except as provided herein, the CPMC RHCA Plan Document controls and provides a detailed description of the CPMC RHCA provisions and is the governing document when interpreting plan provisions. Any disputes or claims for benefits will be handled in accordance with the steps outlined in the CPMC RHCA Plan Document.
225. **SUTTER HEALTH RETIREMENT PLAN**
Effective January 1, 2014, all bargaining unit employees will be enrolled in the Sutter Health Retirement Plan (“SHRP”), subject to the terms and conditions of the Plan, including any modifications to benefits, formulas or provisions that are made during the life of this Agreement.
226. Employees hired prior to January 1, 2010 will retain any benefits in the Retirement Plan for Hospital Employees (“RPHE”) that vested prior to January 1, 2014. No earned benefits under the RPHE will be lost or forfeited. Further, such employees will be subject to the Greater of Benefits formula set forth in the Sutter West Bay Hospital Appendix to the SHRP. This language confirms that such employees will receive the better of the RPHE/CPMC formula or SHRP formula for benefits.
227. Current employees who were hired on or after January 1, 2010 will continue participation in the SHRP, subject to eligibility requirements, for the life of this Agreement and shall have their eligibility for retirement benefits under the SHRP calculated from their date of hire.

228. For purposes of calculating years of service in the SHRP, employees will receive one year of service credit for each calendar year in which they have 1,000 hours of service, as defined by the terms of the plan.
229. Employees who elect the Cash Balance Design option under the SHRP will have total years of service (including years of service prior to the effective date of this Agreement in the bargaining unit or in the employment of any Sutter affiliate) count both toward vesting and toward contribution for pay credit. Vesting under the Cash Balance Design option occurs after three full years of service credit.
230. Employees who elect the Traditional Pension Design option under the SHRP will have total years of service (including years of service prior to the effective date of this Agreement in the bargaining unit or in the employment of any Sutter affiliate) count toward vesting but not count toward the amount of benefit. Vesting under the Traditional Pension Design option occurs after five full years of service credit.
231. The SHRP Plan Document provides a detailed description of eligibility, benefits and provisions relating to participation in the SHRP. The Plan Document controls any questions of interpretation regarding plan provisions or benefits. Any disputes or claims for benefits will be handled in accordance with the steps outlined in the Plan Document.

ARTICLE IX - FIELD REPRESENTATIVES' VISITS AND SHOP STEWARDS

SECTION 1. FIELD REPRESENTATIVES' VISITS (Article IX)

232. **Field Representative's Access to Medical Centers.** A duly authorized Field Representative of the Union shall be permitted to enter the Medical Center at reasonable times for the purpose of observing whether this Agreement is being observed or to check on complaints of employees, provided:
- (a) **Reasonable Exercise of Privilege.** This privilege is exercised reasonably;
 - (b) **Notice to the Medical Center upon Entering Medical Center.** The Union Field Representative advises the Chief Executive Officer of the Medical Center or his/her designee immediately upon entering the Medical Center;
 - (c) **Notice to Medical Center of Departments/Areas to be Visited.** The Union Field Representative in advance advises the Chief Executive Officer of the Medical Center or his/her designee as to which departments or areas he or she wishes to visit, and confines the visit to such departments or areas as agreed upon;
 - (d) **Conferring with Employees and Stewards.** The Union Field Representative confers with employees, including shop stewards, only upon their own free time and in public areas within the Medical Center, such as cafeterias or coffee shops, or in designated non-work areas;

(e) **No Interference with Work.** The Union Field Representative does not interfere with the work of any employee.

233. Paragraph (d) above does not prevent a Union Field Representative from conferring with an employee and his or her supervisor or a Medical Center representative on Medical Center time in connection with a complaint or problem concerning the employee.

234. Paragraph c. above is to be administered in good faith and in a reasonable manner by the Medical Center.

SECTION 2. UNION STEWARDS (Article IX)

235. **Written List of Stewards.** The Union shall provide the Medical Center with a written list of Union stewards after their designation, and shall notify the Medical Center of changes as they occur. The Union may designate one (1) steward as Chief Steward for each campus. Prior to the Medical Center's receipt of such Union designation, the Medical Center is not obligated to recognize a Union steward under this Article.

236. **Stewards' Function** The functions of the Union steward include the authority to (1) settle or assist in settling problems arising in connection with the application or interpretation of the Agreement, (2) the authority to resolve grievances at Step 1 or 2 of the grievance procedure, and (3) serving as a Union representative for Weingarten meetings. The Union agrees that Union stewards are Union Representatives and that any act or failure to act related to the processing of grievances, the handling or resolution of any issues related to the application or interpretation of this Agreement, or employee concerted activity (e.g., strikes, walkouts, picket line conduct, etc.) are Union acts and fully chargeable and binding upon it.

237. Union stewards shall perform their functions or Union-related activities on their own time. However, if the Medical Center schedules a meeting with the Union's steward during the Union steward's work shift, that time will be paid for by the Medical Center.

238. Union stewards shall not direct any employee how to perform or not perform his or her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Medical Center or any other employee.

239. **Stewards Handle Grievances in Their Departments.** No Union steward shall be involved in handling grievances other than in the department in which he or she works, except the Chief Union steward may act in the place of a departmental steward. The Medical Center's designated representative is only required to meet with two Union Representatives (Field Representative and/or Union Steward) on any grievance or issue concerning this Agreement. If additional employee(s) or Union

Representatives have firsthand facts to present as a witness concerning the Union's grievance or issue, however, then such additional person(s) also may attend, by prior mutual agreement with the Medical Center at the time the meeting is set.

240. **Time Off for Union Education Programs.** Upon advance written request and subject to staffing and scheduling needs, the Medical Center will provide up to three (3) days without pay per calendar year to a Union steward for the purpose of participating in Union education programs.
241. **Paid Time for Union Stewards.** The Medical Center agrees to pay up to eighty (80) hours per month for all three campuses (4 hours per month times a maximum of twenty (20) stewards) to allow stewards to attend the monthly steward council meeting, training and other Union-sponsored meeting. Hours that are unused in a given month may be banked. Hours shall be scheduled at least 2 weeks in advance, except by mutual agreement.

SECTION 3. EMPLOYEE REPRESENTATIVES TO UNION NEGOTIATION COMMITTEE (Article IX)

242. **Releasing Employees for Bargaining.** Upon proper advance notice, the Medical Center shall continue to exercise good faith efforts to release a maximum of four (4) employees appointed or elected to the Union's Negotiating Committee. Any such employees who miss time worked from their regular work schedule due to attendance at negotiating sessions or caucuses held in lieu thereof shall suffer no loss of seniority or of paid time off accruals, including extended sick leave, thereby.
243. **Paid Time for Bargaining Team.** The Medical Center agrees to pay for each of the three (3) campuses a maximum of twenty-four (24) hours paid release time for each future contract bargaining session. If the Union wants more than the designated number of hours, it shall be responsible for the lost time. The Medical Center will make every reasonable effort to ensure that bargaining team members are released.

SECTION 4. WEINGARTEN RULE (Article IX)

244. The following holding of the United States Supreme Court in *NLRB v. Weingarten, Inc.*, shall apply to investigatory interviews conducted by the Medical Center: that an employee, upon his or her request, is entitled to have a Union Representative (Field Representative or Union Steward) present during an investigatory interview in which the employee is required to participate and where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union Representative (Field Representative or Union Steward) is conditioned upon a requirement that the Union Representative (Field Representative or Union Steward) be available for participation in such an investigatory interview within twenty-four (24) hours, excluding Saturday, Sunday, and holidays, of the employee's request for his or her presence.

SECTION 5. WRITTEN WARNINGS (Article IX)

245. **Written Warnings.** A written warning is a document designated as such by the Medical Center. An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the employee's agreement with the substance of the warning. A Union grievance contesting a written warning shall be subject to the requirements of Article XI, Grievance Procedure, but the time limit for presenting a written grievance in Step 2 shall be ten (10) calendar days from the date of employee's receipt.
246. **Written Documented Verbal Warnings.** Written documented verbal warnings are not contractually recognized and are not grievable. When the Employer issues an employee a written documented verbal warning, the employee may write a rebuttal on the written documented verbal warning as part of the disciplinary record. However, if the incident that led to a written documented verbal warning is used by the Employer to substantiate a written warning, suspension or termination, the Union may question the validity of said incident through the grievance procedure for the written warning, suspension or termination.

ARTICLE X COMPLAINTS

247. **Preferred Method of Resolution.** Experience shows that nearly all the questions which arise under this Agreement can be settled without following the formal grievance procedure. If any employee believes he or she has any claim or complaint, it is recommended that he or she talk it over first with his or her supervisor. However, this is not required. If he or she prefers, the employee may first consult with the Union official. It will not be considered an unfriendly act for an employee to consult with any Union official or to present a claim or complaint. There will be no retaliation against any employee for doing any of these things.
248. **Conference** If an employee has any complaints which he or she thinks have not been properly considered by his or her supervisor, it is agreed he or she has the right of conference on the subject with the Chief Executive Officer of the Medical Center or his or her designated representative. At this conference, the employee may be accompanied by a Union official.

ARTICLE XI - GRIEVANCE PROCEDURE

SECTION 1. EMPLOYEE GRIEVANCE (Article XI)

249. **Processing Grievances in Good Faith.** The Medical Center and the Union agree that it is in everyone's best interest and consistent with the Preamble of this agreement to address grievances in a timely, professional and ethical manner. To this end, the parties agree to full and timely production and disclosure of information relevant to a grievance. It is agreed that when information is deemed relevant to investigate and/or process a grievance by the Medical Center or the Union, that such

information will be furnished to the requesting party as soon as reasonably possible. This section shall not be interpreted to impose an obligation on the Medical Center broader than that already imposed by the National Labor Relations Act.

250. **Method of Processing Grievances.** If an employee or the Union has a grievance or complaint concerning the interpretation or application of the terms of this Agreement, including a discharge case, it shall be taken up in this manner:
251. **Step 1.** The employee or the Union Representative (Field Representative or Shop Steward) may first confer with the department head or with such other person as the Medical Center may designate and attempt to settle the matter.
252. **Step 2. Applicable to the Union.** If the grievance or complaint is not thus settled, it shall be set forth in writing by the Union and submitted to the Medical Center. The Union Representative (Field Representative or Union steward) shall then confer with the Chief Executive Officer of the Medical Center, or his or her designated representative, and attempt to settle the matter. In making such an attempt, there shall be a full and frank disclosure by both the Medical Center and the Union of their position with respect to the grievance, including the supporting rationale for the position taken. The Medical Center shall indicate its final Step 2 response as to the granting or denial of the grievance in writing.
253. **Limitation of Settlements.** Settlements reached by shop stewards in Step 1 and Step 2 of this Grievance Procedure, in the absence of a Field Representative, shall not establish a precedent or practice for future cases unless by specific agreement. Such agreement must be reduced to writing, stating that the settlement may be used as a precedent in future cases and signed by a Union Field Representative and the Medical Center.

SECTION 2. MEDICAL CENTER GRIEVANCE (Article XI)

254. **Step 2. Applicable to the Medical Center.** If the Medical Center has a grievance or complaint concerning the interpretation or application of the terms of this Agreement, it shall be set forth in writing and submitted to the Union. This shall be at Step 2 of the Grievance Procedure. The Chief Executive Officer of the Medical Center, or his or designated representative, shall then confer with the authorized representative of the Union and attempt to settle the matter.

SECTION 3. ADJUSTMENT BOARD (Article XI)

255. **Step 3.** Upon receipt of a timely, written request, there shall be an Adjustment Board consisting of two (2) representatives designated by the Union and two (2) representatives designated by the Medical Center. The Adjustment Board shall meet within twenty (20) days of receipt of the request for its establishment and shall consider fully all aspects of the issues presented. The Adjustment Board shall render a decision in writing immediately following the hearing. Any decision by a majority

of the four (4) members of the Adjustment Board shall be final and binding upon all parties.

256. If a decision by a majority cannot be reached, the matter may be deferred to arbitration by either the Union or the Medical Center if requested in writing.

SECTION 4. ARBITRATION (Article XI)

257. **Step 4.** If any such grievance or complaint has not been settled by any of the procedures described, the question may, at the request of either party, be submitted to arbitration by an arbitrator to be selected by the representatives of the Medical Center and the Union. The award of the arbitrator shall be final and binding on all concerned. The arbitrator may award damages for any breach of this contract; but no such award of damages shall be made for any period earlier than the date when the grievance or complaint was first presented. The Medical Center and the Union shall each pay one-half (1/2) of the costs of arbitration, including the fees of the arbitrator and other expenses of the arbitral proceeding, but not including compensation of costs of representation, advocacy or witnesses for either party.
258. **Grievance Heard by a Federal Mediator.** In order to expedite the grievance process, grievances involving disciplinary matters, including terminations, and other cases by mutual agreement, shall be heard by a mutually agreed upon Federal Mediator. The Federal Mediator shall be available on a regular basis to hear all properly referred cases. The following procedures and guidelines shall apply to grievances heard under this section:
- (a) The Federal Mediator shall issue his/her recommendation with a condensed decision setting forth the reasons for his/her opinion promptly. The parties agree to be bound by the recommendation(s) of the Mediator. The parties will be responsible for memorializing the proceeding.
 - (b) Except in the case of termination grievances, neither the Union nor the Medical Center will retain outside legal counsel to represent it during the hearing. In the case of a termination grievance, the parties may mutually agree to outside counsel.

259. There shall be no transcripts of the hearings and no written briefs.

SECTION 5. TIME LIMITS (Article XI)

260. No grievance or complaint shall be considered unless it has first been presented in writing in Step 2 within thirty (30) days of the alleged occurrence thereof.
261. A grievance shall not be considered at any subsequent step unless it is moved to the next step, in writing, between fifteen (15) and forty-five (45) days of initial presentation at the previous step. No grievance shall be considered timely in arbitration or mediation unless the demand is presented by a party in writing to the other party within thirty (30) calendar days of the adjournment of the Adjustment

Board. Unless otherwise agreed in writing, the Adjustment Board is presumed to have adjourned at the end of the day of its final meeting.

262. The representatives of the Medical Center and the Union shall select an arbitrator and commence discussion of the scheduling of the arbitration promptly, but no later than ninety (90) days after the request for arbitration has been made. The parties shall promptly inform the selected arbitrator of their intent to have the matter heard promptly.

SECTION 6. POWER OF ARBITRATOR (Article XI)

263. The arbitrator shall have no power to add to, to subtract from, or to change any of the terms or provisions of this Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.

SECTION 7. EMPLOYEE'S PERSONNEL FILES INSPECTED BY UNION REPRESENTATIVE/STEWARD (Article XI)

264. With respect to a particular complaint or grievance of an employee concerning the interpretation or application of this Agreement, and on the employee's written authorization, the Union Field Representative or Shop Steward may inspect relevant material in the employee's personnel file upon which the Medical Center is or will be relying.

SECTION 8. EMPLOYEE PARTICIPATION (Article XI)

265. The Medical Center and the Union agree that employees should be free to participate on behalf of any party in all steps of the Grievance, and Arbitration Procedure and should be free from recriminations from either side for so doing.

SECTION 9. DISASTER CLAUSE (Article XI)

266. If there should occur any major public catastrophe (such as earthquake, bombing attack on the city, or other similar event), as a result of which the Medical Center is required to render unusual services without assurance of compensation to cover the cost thereof, the parties agree immediately to consider whether such event requires modification of this Agreement for the duration of the emergency. For this purpose, the Agreement may be modified by action of the Executive Board of the Union and the Medical Center, and any modification agreed upon shall be binding on the parties. If the parties cannot agree on the subject of modification, then the matter

shall be immediately submitted to the arbitrator appointed under the Grievance Procedure. In this instance only shall the arbitrator have authority to change any term or provision of this Agreement; but in this instance he or she shall have authority to determine wages, hours, and working conditions during the emergency resulting from such catastrophe in the light of what is reasonable under all circumstances.

SECTION 10. ARTICLE LIMITED TO TERM OF CONTRACT (Article XI)

267. Consistent with the National Labor Relations Act, unless specifically agreed to by the Medical Center, the arbitration procedure shall only apply to contractual violations that arose prior to the termination of the Agreement.

ARTICLE XII - NO STRIKES OR LOCKOUTS

268. There shall be no strike, slowdown or other stoppage of work by Union employees and no lockout by the Medical Center during the life of this Agreement. In the event a strike or picket line called by another union occurs at the Medical Center, the Union recognizes its obligation to maintain adequate and customary services to the patients. Informational picketing shall be permitted if timely notice is provided under Section 8(g) of the N.L.R.A., if all communications, including the notice, clearly indicate that the picketing is informational only, and if the activities are limited to such picketing.

ARTICLE XIII - HEALTH AND SAFETY

SECTION 1. COMPLIANCE (Article XIII)

269. It is the responsibility of the Medical Center to provide safe and healthy working conditions for its employees. Toward this end, the Medical Center will make every reasonable, diligent effort to ensure optimum working conditions and to provide the highest standards of workplace sanitation, ventilation, cleanliness, light, noise control, adequate heating and air conditioning. As well, the Medical Center will continue to comply with applicable local, federal and state laws and regulations pertaining to occupational safety and health, including its obligations, under the general duty clause, to provide such safe environment for employees.

SECTION 2. REPORTING HEALTH HAZARDS (Article XIII)

270. The Medical Center will continue to establish reasonable health and safety regulations. It is the duty of all hospital employees to comply with all such reasonable health and safety regulations of the Medical Center, and if any health or safety hazard is detected by an employee, the employee shall promptly report it to

his/her manager or the Medical Center's Safety Officer. An employee who fails to comply with such health and safety regulations and/or fails to promptly report a detected health or safety hazard may be subject to disciplinary action; however, no employee will be subject to discipline for reporting a health and safety problem.

Additionally, if the Union detects a health or safety hazard, it will promptly report such hazard to the Medical Center. The Medical Center will make every effort, in so much as it is able, to inform and protect employees from a known safety hazard. The Medical Center recognizes that an employee should not be required to work under hazardous, working conditions and to this end, an employee's refusal to work under this Article shall be governed by the employee's statutory rights to refuse to perform such unsafe work.

SECTION 3. REMEDYING HEALTH AND SAFETY PROBLEMS (Article XIII)

- 271. The Medical Center shall have a reasonable period of time to remedy all health and safety problems or situations brought to its attention by employees or the Union. If in the judgment of the employee or the Union, the Medical Center shall thereafter fail to completely remedy the situation, the employee or the Union shall be free to contact the Industrial Safety Commission of the State of California, or other state or federal authorities for appropriate action. Additionally, the Union may refer the matter to the Joint Labor-Management Safety Committee for review. No adverse action shall be taken against any employee for reporting health and safety concerns to the Medical Center, to the Union, or to federal and/or state authorities.
- 272. Disputes under this Article XIII shall not be subject to the Complaints (Article X) and Grievance and Arbitration Procedure (Article XI) of this Agreement and shall continue to be subject to the applicable administrative procedures established by the federal and/or California state law. However, whether the Medical Center has met its obligation to meet with the Union under Section 4 of this Article shall be arbitrable.

SECTION 4. JOINT LABOR-MANAGEMENT SAFETY COMMITTEE Article XIII)

- 273. In order for both parties to meet the expectations outlined in this Article, meetings of the Joint Labor-Management Safety Committee shall be held between the Union and Medical Center representatives to discuss health and safety issues, concerns, or union recommendations. The Joint Labor-Management Committee shall be composed of five (5) employee representatives designated by the Union and five (5) Medical Center representatives, including the Medical Center's Safety Officer. Each party will provide the other with a written list of committee participants within twenty (20) days of the execution of the Agreement. Employees will be paid straight time wages for time spent participating in committee meetings.
- 274. The parties agree that the initial meeting of the Safety Committee shall occur within thirty (30) days of the execution of the Agreement. Following that session, the Safety Committee shall meet on a quarterly basis, for no more than two (2) hours, to review the Medical Center's health and safety programs for covered employees and

related questions or concerns the Union might have related to the health and safety of its members. These issues and concerns may include the Medical Center's HIV and HBV precautions, policies and procedures and compliance with CDC/OSHA standards, training and education provided for employees; and protocols to be followed in reporting and resolving employee health and safety concerns. Additionally, the Union may request relevant health and safety information from the Medical Center as is required by law, and this information will be provided to the Committee. This information may include: copies of CAL/OSHA 200 logs and Sharps Injury logs for employees represented by the Union, as provided by applicable law and redacted to protect the medical confidentiality of employees, to the extent which such redaction is required by law; material required by law to be posted; and information relating to known or determined health or safety hazards affecting bargaining unit employees at the Medical Center. Lastly, on a quarterly basis, members of the Committee, when accompanied by the Medical Center's Safety Officer, may conduct "walk-arounds" in the members' usual and customary places of work.

275. Any suggestions and recommendations the Union may present in meetings of the Committee will be considered by the Medical Center, and the Medical Center will communicate to the Union its actions and/or responses to the Union's recommendations, within fifteen (15) days of any given meeting at which the initial suggestions or recommendations were made. In the event that the parties cannot reach an agreement on the proposed recommendations; the dispute may be submitted by the Committee, in writing, to the Joint Labor-Management Safety Committee for review.

SECTION 5. IN-SERVICE REGARDING HEALTH AND SAFETY (Article XIII)

276. The Medical Center shall continue to provide in-service or other training and information to employees concerning health and safety issues. The Joint Labor-Management Safety Committee may make recommendations to the Director of Human Resources regarding in-service and training needs.

SECTION 6. HEPATITIS B VACCINE (Article XIII)

277. Hepatitis B vaccine shall be made available, free of charge and at a covered employee's request, if the employee's normal work functions include exposure to blood, blood products, bodily fluids, or needle sticks or cuts by other sharps that may have patient blood, blood products, or body fluids on them. Such vaccine also will be provided to other employees, at their request, if their normal functions do not include such exposure but the employee has an on-the job needle stick or cut, as described.

ARTICLE XIV - ORGANIZING AND ELECTION PROCEDURES

278. **Principles.** The National Union of Healthcare Workers (hereafter called "the

Union”) and California Pacific Medical Center (hereafter called “the Medical Center”) hereby agree to the following principles:

- (a) Workers have the right to choose for themselves whether or not to be represented by a labor organization, as provided by the National Labor Relations Act;
- (b) Employees, the Union and the Medical Center have a right to free speech, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and the National Labor Relations Act;
- (c) Employees have a right to be fully informed when making such an important decision as whether to be represented by a labor organization;
- (d) Employees have a right to make their choice regarding union representation in an environment free from coercion, intimidation, promises, and threats.

279. **Procedures.** As a result, the Medical Center and the Union agree that employees working at the Medical Center presently not represented by a labor union may become represented through the following procedures.

280. **NLRB Procedures.** The parties shall comply with the National Labor Relations Board’s organizing and election rules and procedures, except as modified herein.

281. **Appropriate Bargaining Unit.** The parties agree that an appropriate bargaining unit is that which is defined by the NLRB for acute care hospitals, or other appropriate unit. Appropriate units are the following where applicable:

- (a) Service
- (b) Technical
- (c) Professional
- (d) Business Office Clerical
- (e) Skilled Maintenance
- (f) Residual Service
- (g) Residual Technical

282. **Notification of Intent to Organize.**

- (a) The Union shall promptly notify within twenty-four (24) hours the Medical Center of its intent to organize a group of employees and identify an appropriate unit, as defined above.
- (b) Within seven (7) days of the Union’s notification to the Medical Center of its intent to organize an appropriate unit, the Medical Center will distribute a jointly signed reproduction of this Organizing and Election Procedures Agreement to the employees included within the appropriate bargaining unit identified by the Union. The jointly signed reproduction of this Organizing and Election Procedures Agreement shall be introduced by the following jointly signed cover letter:

Dear California Pacific Medical Center Employee:

California Pacific Medical Center and the National Union of Healthcare Workers have agreed to the attached framework for conducting a union representation election. This framework serves as an enforceable set of rules that will allow employees to make a choice through a secret ballot election about unionization in an atmosphere free from coercion and intimidation and one in which employees can choose for themselves whether they wish to be represented by a union.

All employees have the right to participate or not participate in union activities. Employee actions in support of or opposed to union organizing will be governed uniformly to the Medical Center's policies. Employees have the right to wear pre-screened buttons and lanyards that indicate support or non-support of the Union. Employees also have the right to distribute literature concerning support or non-support for union organization in non-patient care areas such as break rooms, cafeterias, parking lots, smoking areas and other areas outside the hospital, so long as the distribution does not disrupt the delivery of patient care. Employees may talk about the Union and workplace issues including wage rates; disciplinary system, company policies and rules and working conditions under the same terms applicable to any other employee conversations.

283. **NLRB Election.**

- (a) When employees in an NLRB defined bargaining unit have petitioned or signed cards for an election the parties shall stipulate to a consent election to be conducted by the NLRB in thirty-five (35) calendar days following the submission of the petition provided that there is a percentage of union authorization cards required by the NLRB from employees in an appropriate unit, consistent with Paragraph 270. The Medical Center and the Union shall mutually agree to the election date(s) and time(s). The parties will make a good faith effort to resolve differences regarding date(s) and time(s) of the election, but if an agreement cannot be reached the arbitrator shall be empowered to decide any disputes over the date or time(s) of the election.
- (b) The NLRB will conduct the election and count the ballots. Any challenged ballots, challenges or objections to the election must be filed pursuant to Paragraph 272(f) of this Agreement, and all parties acknowledge and submit to the arbitrator's exclusive authority to rule on such objections and any determinative challenges and the parties waive their rights to have the NLRB resolve any objections or determinative challenges. The parties will take all necessary steps to effectuate the arbitration process and the arbitrator's decision regarding objections and/or determinative challenges.
- (c) **Eligibility.** All employees who are employed on a Full-Time, Regular Part- Time or Casual basis in the petitioned for unit, who are on the active payroll as of the date immediately preceding the date of filing of the consent agreement and who are still on the payroll at the time of the voting shall be eligible to vote in the election, except

managers, supervisors, confidential employees and guards. Casuals shall be deemed eligible to vote provided that they have worked an average of four (4) hours per week in the thirteen (13) week period (that is, fifty-two [52] or more hours), ending with the last complete pay period, preceding the Union's filing for election.

- (d) **Voting**. Employees shall vote on non-work time, but may vote while on break or during their meal periods. Neither the Union nor the Medical Center shall provide any financial inducements to vote. The voting shall take place at an appropriate location(s), determined by mutual agreement, or by the Arbitrator if the parties cannot agree. The parties shall each be entitled to an equal number of observers at the election site(s). The observers must be non-supervisory employees.
- (e) **Ballot Counting**. The NLRB shall count the ballots immediately following the conclusion of the voting. Both parties, including interested off-duty employees, may attend the counting of the ballots. Upon NLRB certification of the election results, the Medical Center agrees to recognize the Union as the collective bargaining agent on behalf of the employees in an appropriate unit where the majority of employees voting, have voted for union representation.
- (f) **Resolution of Challenged Ballots**. If challenged ballots are potentially determinative of the results of any election, the arbitrator shall resolve challenges to the eligibility of voters. The arbitrator shall have discretion to establish procedures for the resolution of such challenges, which may include submission of evidence by the Parties. Upon request of either party, the arbitrator will hold a hearing, including submission of evidence. In all cases, however, the arbitrator shall resolve challenges within fourteen (14) days of the election. The arbitrator's determination under this Agreement shall be binding on both parties. The parties shall jointly share the cost of the arbitrator.
- (g) **Resolution of Election Objections**. If a party wishes to file objections to the election based on an allegation of a violation of the Agreement, either party must file such objections in writing with the arbitrator within three (3) business days of the elections as well as filing objections with the NLRB pursuant to NLRB timelines and procedure. Pursuant to Paragraph 272(f) and 272(b), the arbitrator shall resolve these objections within fourteen (14) days of his/her receipt of them. In the case of filing such objections, both parties will request that the NLRB hold the objections in abeyance pending the decision of the arbitrator and take any additional steps necessary to effectuate the arbitration process and the arbitrator's decision.
- (h) **Hiatus After Election**. If employees choose not to be represented by the Union through an election, the Union may re-institute this process for that bargaining unit after a one-year waiting period, unless otherwise ordered by the arbitrator. The Union further agrees that no more than two (2) election dates per year may be held under this Agreement, such years to be calculated from the ratification date of the collective bargaining agreement and subsequent anniversary dates.

284. **Employee List.** Within five (5) working days after the Union has notified the Employer of its intent to organize, the Medical Center will provide to the Union an initial list of employees that contains the employee's name, job title/department and job classification. The list shall be provided in both hard copy and electronic format. (A working day is defined for this purpose as Monday through Friday.) Upon the execution of the stipulation to consent election, the Medical Center shall provide the Union with a voter eligibility list. The voter eligibility list shall include the employee's name, job title/department, job classification and home address as provided by the employee. The list shall be provided in both hard copy and electronic format. Upon filing of the petition for election, the parties shall immediately attempt to resolve any disagreement over the job classifications or individuals that should be included on the voter eligibility list or excluded from such list. Any other remaining disputes shall be submitted to the Arbitrator prior to the election. If the Arbitrator is unable to reach a decision prior to the election, any other remaining dispute regarding voter eligibility shall be resolved by voting, subject to challenged ballot.

285. **Code of Conduct.**

- (a) The parties agree that the question of whether employees should be represented by a union is one which the employees should answer for themselves.
- (b) Content of Communications:
 - i. Neither the Medical Center nor the Union shall act in an intimidating, threatening, or coercive manner. The parties agree to convey their views about unionization in a factual, non-coercive and non-intimidating manner, wherever and however that information is conveyed. Neither the Union nor the Medical Center will mislead employees.
 - ii. The Union and the Medical Center shall campaign in a positive and non-disruptive manner, including but not limited to avoiding any disruption of patient care or the work duties of the employees. The Medical Center will not hold mandatory employee meetings to discuss unionization. The parties agree not to make personal attacks on hospital leaders or union officials.
 - iii. The Medical Center and the Union agree that they and their representatives will not make statements, written or verbal, that misstate the facts.
 - iv. Both the Medical Center and the Union shall convey their views about unionization in statements or communications that are factually verifiable or that draw directly from statements made by the other party, consistent with this Agreement.
 - v. For the purposes of this paragraph, the parties agree that the employees in the

bargaining unit voting under this Agreement shall not be considered “agents” of either party absent proof of agency in connection to the specific conduct at issue.

- vi. The Employer will not inform or imply to eligible voters that they will lose benefits, wages, or be subject to less favorable working conditions by unionizing.
- (c) **Use of Consultants.** The Medical Center will not use management consulting firm personnel during Union organizing campaigns to interact directly with members of the potential bargaining unit to influence an employee’s vote. As provided by law, the Medical Center shall not provide assistance to any individual or group who may wish to pursue an anti- union campaign. Any use of consultants shall not conflict with the terms of this Agreement.
- (d) **Meetings Between Supervisors and Employees.** The Medical Center’s supervisors shall not initiate one-on-one meetings with employees regarding unionization. This shall not preclude a supervisor from responding to an employee’s questions about unionization, provided such response is consistent with the terms of this Agreement. While this Code of Conduct governs communication regarding unionization, it does not restrict other communication between supervisors and employees.
- (e) **No Mandatory Meetings.** As provided above, the Medical Center will not hold mandatory employee meetings regarding unionization. At mandatory employee meetings that do occur, however, the Medical Center may announce the time, date and place of elections. Other questions regarding unionization will be referred to a voluntary meeting,
- (f) **Status Quo Obligation.** After the Union has filed its NLRB petition, the Medical Center will maintain the status quo in working conditions as provided by law and will only make verifiable, prescheduled changes.
- (g) **Pre-Screening of Written Communications.** The Union and the Medical Center shall pre-screen with each other all written literature distributed or posted regarding unionization. Accordingly, before either party uses any new piece of literature, it must first be submitted to the parties’ designated representative for review. If the representatives are unable to solve their differences, either party may fax the matter to the arbitrator before the end of the second business day for the arbitrator’s review and immediate response. During the pre-screening of written communications, the arbitrator’s determination shall be limited to whether the statements in the communication are factual and consistent with the Code of Conduct. This process is intended to be completed within forty-eight (48) hours from beginning to end. No level of the process may delay its movement to the next level. Until the dispute is resolved, contested literature shall not be distributed in any manner.
- (h) **Objections to Communications.** If the Medical Center or the Union believes a factual error has been orally conveyed by the other party, either party may post or distribute a written correction of the factual error in the memo or letter format referred to above. Such a correction shall be prescreened in the manner set forth

above and shall be pre-screened under the protocol set forth above.

- (i) **CPMC Position on Unionization.** The Medical Center and its managers and supervisors may offer opinions on unionization. Such opinions shall be generally consistent with or drawn from the following statement: The Medical Center has historically had a constructive and mutually supportive relationship with its employees. The Medical Center consistently strives to act in the best interests of its employees. The Medical Center prefers to have a direct relationship between employer and employees and therefore prefers that employees vote to maintain a direct relationship with the Medical Center. The Medical Center is also committed to the principle that employees must be fully informed by the Medical Center and the Union about the advantages and disadvantages of a direct employer/employee relationship and representation by a union. The Medical Center is also committed to the principle that employees must be free to choose whether or not to join a union in a secret ballot election conducted by the National Labor Relations Board. Both the Medical Center and the Union must be free to inform the employees about their position. Information presented by the Medical Center and the Union to employees about unions will be accurate and factual and will be presented to employees for the purpose of encouraging full discourse and reflection.
 - (j) **Good Faith Participation.** Both the Union and the Medical Center will use the NLRB's procedure in good faith and neither shall use such procedures for the purpose of delay in order to impede representation.
286. **Access.** In a facility in which the Union already represents employees of the Medical Center, access shall be the same as the access provisions set forth in the collective bargaining agreement. In a facility where the Union does not currently have representational rights, the Union shall be permitted to speak to employees in non-work areas such as the cafeteria, smoking areas, parking lots, waiting areas, and break rooms. Union organizers shall respect the request of any employee who does not wish to engage in a discussion or accept literature. The Union also agrees not to disrupt the work of employees.
287. **Bulletin Boards.** In a facility in which the Union already represents employees of the Medical Center, literature may be posted on existing union bulletin boards. In a facility where the Union does not currently have representational rights, the Union shall be allowed to post a notice on pre-selected bulletin boards designated by the parties, including, but not limited to, the existing bulletin boards in employee break rooms and at least one space in the cafeteria.
288. **Conference Rooms.** The Union may reserve a facility conference room, subject to reasonable availability criteria and established hospital procedure for the purpose of meeting with employees eligible to vote under this Agreement. Attendance shall be limited to union employees, union member organizers, and eligible voters. If a conference room is not available during the desired time period, the Medical Center will make every reasonable effort to find an alternative space to the extent feasible; this room shall not be located near supervisory or management offices.

289. **Resolution of Disputes.**

- (a) **Rapid Response Team:** The Medical Center and the Union shall establish a Rapid Response Team to monitor compliance with and disputes regarding these procedures and to attempt to resolve promptly disputes regarding recognition and organizing issues. The Medical Center and the Union shall each designate a top-level representative to discuss complaints about violations of the Agreement. If one party believes that the other party has violated these standards, the affected party should contact the other party's representative by phone or fax. The parties should have a direct conversation within forty eight (48) hours to try to resolve the issue. When the parties agree that a violation has occurred, and it is possible to correct the problem, the party responsible for the violation will make a good faith effort to correct the problem immediately. Unresolved matters involving alleged violations of this Agreement may be referred to the arbitrator pursuant to Paragraph 278(b) of this Agreement, and the arbitrator shall issue a decision within 48 hours of the submission of the dispute.
- (b) **Arbitration.** Any unresolved dispute about compliance with or construction of this Article shall be submitted for final and binding resolution to the arbitrator who has been selected for deciding disputes under this Article. The arbitrator shall be mutually selected by the parties within thirty (30) days of the execution of this Agreement. If the parties cannot mutually agree on the selection of the arbitrator at the end of the thirty (30) day period, the parties shall select a third party from a panel of seven (7) arbitrators from a list submitted by the American Arbitration Association. The parties will alternate striking, with the party first striking determined by lot. In the event he or she is unavailable, the parties will select a substitute by mutual agreement or through the American Arbitration Association. The arbitrator shall have the discretion to establish procedures for the resolution of such disputes that may include submission of evidence by the parties, and is authorized to develop and order remedies that will ensure compliance with this Agreement. All such disputes shall be resolved within fourteen (14) days of the submission of the issue, unless the issue concerns an alleged violation pertaining to conduct raised before the election, in which case, the arbitrator shall rule within twenty-four (24) hours of the issue's submission to him/her. The parties waive any and all rights they might otherwise have to appeal or in any way contest the decision of the arbitrator. If any party fails to comply with the decision of the arbitrator, it hereby consents to enforcement of this Agreement and any decision of the arbitrator in any court of competent jurisdiction and waives any defenses it might have to such enforcement. The parties agree not to file petitions (except as specified in this Agreement) or charges with the National Labor Relations Board, which may be handled under this Agreement.

ARTICLE XV - EMPLOYMENT SECURITY

290. The parties acknowledge a common goal and intent of providing employment security to employees. As such, it is the intent of the Medical Center and the Union to avoid displacement of employees, however, both parties recognizes there are

circumstances when avoiding displacement cannot be achieved. The parties acknowledge a mutual intention to make use of attrition, business growth, retaining and/or other mutually agreed upon mechanisms to accomplish this goal. In an effort to provide employment security to bargaining unit employees, the Medical Center will make every effort, in so far as it is practicable, to avoid displacing employees (i.e., reductions in force, reduction in hours, daily cancellations, and job elimination on a temporary, indefinite, or permanent basis).

291. **Work Force Planning Committee.** The Medical Center and the Union will establish a Work Force Planning Committee to address issues related to providing employment security to bargaining unit employees. The Committee will be composed of five (5) Medical Center representatives and five (5) members selected by the Union. Each party will provide the other with a written list of committee participants within thirty (30) days of the execution of the Agreement. The Committee members will be paid straight time rates for participating in committee meetings. Each party shall select one of its representatives as a committee co-chair. The Committee will meet at mutually convenient dates and times. Committee meetings may proceed when a quorum of the committee is present.
292. Upon ratification of the agreement, the Committee will meet every other month. The Committee may meet more frequently by mutual agreement. Each meeting of the committee shall not exceed two (2) hours absent mutual agreement. The Committee shall operate by consensus.
293. The Work Force Planning Committee shall use a proactive approach to identify potential employment-related issues before they become problems. The Committee's planning shall include, but not limited to the following:
- (a) Identify current and anticipated vacancies .in the bargaining unit, including vacancies that may be available for employees facing involuntary layoff.
 - (b) Project changes in the healthcare field.
 - (c) Discuss the impact of the Medical Center's announced business plans on the workforce.
 - (d) Identify competencies of various bargaining unit positions to assist in identifying retraining opportunities.
 - (e) Retraining opportunities, including working with managers on developing cross-training and other employment development programs.
 - (f) Discuss appropriate consolidation of casual hours, short hour positions and part-time positions in an effort to retain regular positions.
 - (g) Investigate governmental funding opportunities for education and retraining of employees.
 - (h) Explore programs to identify available positions for displaced or cancelled employees at other Sutter Health affiliates.
 - (i) Discuss recommendations for assisting employees in addressing child and elder care responsibilities while engaged in Medical Center work. This shall include the need for, the cost of, and the feasibility of child and elder care of Medical Center

employees during those times the employees are scheduled to work.

294. The activities and recommendations of the Work Force Planning Committee, as described in Paragraph 280 above, shall not be subject to the Complaints and Grievance and Arbitration Procedure of this Agreement (Articles X and XI), however, disputes arising out of the work of the committee may be referred to the Joint Committee for a disposition.

ARTICLE XVI - STAFFING COMMITTEE

295. **Patient Care and Staffing.** The Medical Center and the Union agree that quality patient care and an appropriate working environment require adequate staffing. Staffing levels and patient services delivery method may be reviewed by the Joint Staffing Committee. Proposed changes in staffing levels (i.e., changes in matrices, changes in the number of positions staffed in units that do not have matrices, changes in staffing, if any, due to the implementation of the Electronic Medical Records ("EMR") and changes in patient service delivery methods that are mandatory subjects of bargaining shall be submitted to the Joint Staffing Committee at least thirty (30) days in advance of the proposed change, except that changes due to the implementation of the EMR shall be submitted to the Joint Staffing Committee at least six (6) months in advance of the proposed change.
296. **Membership.** The Staffing Committee shall be comprised of five (5) bargaining unit employees selected by the Union, one (1) union field representative and up to six (6) representatives of the Medical Center. The parties may mutually agree to expand the number of representatives to these committees as the need may arise. The employees and Medical Center Administration may change their representatives on the Joint Committee from time to time.
297. **Meetings.** The Committee is guaranteed one meeting a month, provided five (5) days' notice is given by the moving party, along with an oral or written proposed agenda. Authorized employee representatives will be granted time off to attend committee meetings, provided they have given their supervisors at least five (5) days' notice. When an employee cannot be granted the requested time off due to staffing requirements, the committee meeting may be rescheduled within five (5) days, at the discretion of the Union. Additional meetings in a given month may be arranged and scheduled by mutual agreement.
298. **Compensation.** Employee representatives on the Joint Committee shall be compensated at straight-time for attendance at Committee meetings. Time spent, within regular working hours with the work of the Committee by representatives chosen by the Union shall be considered and compensated for as their regularly assigned work to the extent provided for in this Section.
299. Upon request by a member of the Joint Committee, the Committee shall be provided with all relevant information related to the subject matter in this Section under

discussion.

300. **Review Committee.**

- (a) At the request of either party, a difference of opinion between the representatives of the Joint Committee regarding staffing levels, a proposed change in staffing levels or the patient services delivery method (as identified in Paragraph 284) shall be referred to the Review Committee. If either party jointly or individually has determined that the process has stalemated (in its own discretion), the issue may be unilaterally sent to the Review Committee. The Review Committee will be the exclusive means for resolving any such differences of opinion and shall be composed of:
 - i. The President of the Union or designee and one (1) Union member of the Joint Committee.
 - ii. Two (2) members of the Medical Center's management team.
- (b) A meeting shall be held within ten (10) days of the referral, unless the Review Committee mutually agrees otherwise. The purpose of the meeting will be to jointly review the original problem presented by the Joint Staffing Committee, together with a summary of the information exchanged between the parties on the problem or change proposed since its original presentation and to begin joint explorations leading to resolution of the matter. The recommendation of the Review Committee shall be reached within thirty (30) days of the Staffing Committee's last meeting regarding the issue.
- (c) In the event the Review Committee is unable to reach agreement on a recommendation by the timeline set forth above, a mutually agreed upon third party neutral may be brought in to join the Review Committee. In the event the Review Committee remains unable to resolve the issue, the third-party neutral shall decide the final resolution which will be implemented. In reaching resolution, the third-party neutral must issue an award that meets the Solucient Action 0 I, top 25th percentile national benchmarking standards for the appropriate department in question, and also take into account information regarding area and quality care standards regarding staffing, other applicable state and federal laws, physician recommendations regarding quality of care, business needs, and any other relevant information presented by the parties. For those applicable licensed classifications, the neutral third party's award shall be in accordance with AB 394. In making a final decision on the issue presented to the Review Committee, based on the information presented by the parties, the neutral third party will be acting as a labor arbitrator, and the decision will be treated as final and binding by the parties. Either the Union or the Medical Center may seek to vacate the decision pursuant to applicable state or federal law. The neutral-third party shall issue his or her award within thirty (30) days of joining the committee.
- (d) Selection and Qualifications of Neutral Third Party. Unless the parties agree otherwise, the third party neutral shall be selected by alternate striking (first strike

determined by lot) from one of the following five (5) persons:

All names to be subject to mutual agreement.

- i. Alexander Cohn
- ii. Matthew Goldberg
- iii. Paul Roose
- iv. Frank Silver
- v. Tom Angelo

(e) In the event the parties are unable to agree on a panel of five (5) persons to serve as third party neutral or arbitrator, the parties shall jointly select a person to serve as third party neutral/arbitrator with respect to an issue hereunder by soliciting a list of persons from the Federal Mediation Conciliation Service (FMCS), the American Arbitration Association (AAA), or other similar governmental or non-governmental organizations, who met the following criteria:

- i. at least five (5) years of experience as a Healthcare Professional or arbitration experience with patient services and acute care issues; and
- ii. no current or prior employment or consulting arrangement with the Medical Center, Sutter Health, or NUHW or any of their divisions or affiliated entities.

(f) Notwithstanding this process, the Medical Center may implement a proposed staffing level change or patient services delivery method that is a mandatory subject of bargaining either upon agreement with the Union if the neutral third party has not issued his or her award within thirty (30) days of joining the committee, or following sixty (60) days after it is proposed by the Medical Center if a neutral third party is not going to be issuing an award on this proposed change. The parties agree that any staffing level change that is implemented by the Medical Center pursuant to this subsection that has not been agreed to by the Union is subject to being reversed on a prospective basis by the neutral's award under Section above.

(g) The Union may seek final and binding decisions from a third-party neutral under this section of the contract no more than two times per anniversary year of the contract and each such decision shall cover no more than a single proposed staffing level or patient services delivery change.

ARTICLE XVII - JOB DUTIES AND NEW CLASSIFICATION

301. In the event that the Medical Center establishes a new classification within the bargaining unit, in addition to those now in existence, the Employer and the Union will meet to negotiate with respect to rate of pay and job duties, prior to implementation. The parties will make a good faith effort to reach a settlement. If the parties are not able to reach agreement on the wage scale for the new classification, the Medical Center may implement and the Union may, within fifteen (15) days, request the services of a mutually agreed upon mediator. If the parties are unable to mutually agree upon a mediator, they shall request an impartial third party

list from the Federal Mediation and Conciliation Service. The parties shall alternately strike the names from the list provided until one name remains. At the end of the mediation, if the parties do not agree, the third party will issue a recommendation on the appropriate pay scale for the classification, which shall match one of the existing wage scales in the Agreement. Each party will bear all of the expenses of its members. The fee from the Federal Mediation and Conciliation Service shall be borne equally by both parties.

302. The Employer shall maintain and review job descriptions for all classifications which will be remitted to the Union. It is recognized that changes of job titles and duties contained in this Agreement may be necessary. In the event the Employer intends to change job descriptions, it will send the Union a draft of the changes, with the changes indicated. Within fifteen days, the Union may request and the Employer will meet to discuss the proposed job description. The parties will make a good faith effort to reach a settlement. If the parties are unable to reach an agreement, the dispute may be submitted to the Staffing Committee.

ARTICLE XVIII - STANDARDS PRESERVED

303. The parties agree that no employee shall lose any benefits, economic or otherwise, as a result of this Agreement.

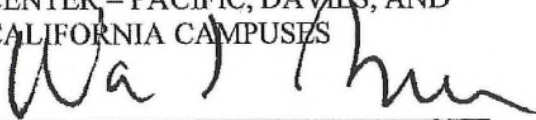
ARTICLE XIX - TERM OF AGREEMENT

304. Agreement is effective May, 5, 2020 and remains in effect until January 31, 2021. All increases and changes provided in this Agreement shall be effective at the start of the pay period following the specified date, event or time period, unless otherwise specified.

IN WITNESS WHEREOF, the duly authorized undersigned parties have hereunto fixed their signatures this 9 day of Sept 2020.

For the Employer:

CALIFORNIA PACIFIC MEDICAL
CENTER – PACIFIC, DAVIES, AND
CALIFORNIA CAMPUSES



Warren Browner, MD, MPH, CEO

Edward Battista

Edward Battista, VP, Human Resources

For the Union:

NATIONAL UNION OF
HEALTHCARE WORKERS



Sal Rosselli, NUHW President



Ralph R. Cornejo

Haydee Avila Luna

Sylvia Aquino

Rodolfo Balagtas

Dewanda Benard

Catalino Calonsag

Ivonne Cortez

Elizabeth Cronin

Kimberley Enos

Felix Garcia

Selamawit Hailu

Greg Luna

Sendymor Martin

Alexander Muhanoff

Porfirio Quintano

Linda Ruest

John Ruggieri

APPENDIX A – WAGE SCALE

The Medical Center shall pay and the employees shall accept the following minimum wage rates for the classifications herein set forth.

WAGES:

3% Effective May 10, 2020

NUHW (Technical) Benefited 3% Increase Effective May 10, 2020							
Job Title	Start Step 1	After 1 Yr Step 2	After 2 Yr Step 3	After 3 Yr Step 4	After 4 Yr Step 5	After 5 Yr Step 6	After 10 Yr Step 7
Tech, Sterile Processing I	30.49	30.85	31.29	31.66			
Sterile Processing Tech II	31.09	31.45	31.77	32.25			
Sterile Processing Tech III		34.28	35.06	35.91	36.70		
Perinatal Tech	31.20	31.78	32.48	33.08	33.72	35.46	
Orthopedic Tech	32.14	32.76	33.41	34.11	34.76	35.42	
Psych Tech	33.43	34.07	34.76	35.42	36.20	37.27	38.36
LVN	33.43	34.07	34.76	35.42	36.20	37.27	38.36
Senior LVN	35.12	35.76	36.48	37.14	37.81	38.93	40.03
Surgical Services Tech (SST)	31.20	31.78	32.48	33.08	33.72	35.46	
Surgical Tech I	47.69	48.66	49.61	50.61	51.63	52.64	
Surgical Tech II	48.72	49.69	50.64	51.63	52.66	53.67	
Anesthesia Tech I	45.62	46.53	47.43	48.40	49.37	50.33	
Anesthesia Tech II	46.98	47.93	48.88	49.85	50.84	51.85	

NUHW (Service) Benefited 3% Increase Effective May 10, 2020						
Job Title	Start Step 1	1 Yr Step 2	3 Yr Step 3	5 Yr Step 4	8 Yr Step 5	10 Yr Step 6
Parking Attendant	22.10	22.54	22.93	23.38	23.84	27.72
Food Service Aide	22.30	22.76	23.14	23.61	23.98	28.00
Cook	29.74	30.42	31.08	31.75	32.48	33.21
Housekeeping Aide	22.39	22.81	23.25	23.71	24.09	28.12
Head Housekeeping Aide	22.39	22.81	23.25	23.71	24.09	28.12
Housekeeping Aide, Surgical Services	23.07	23.49	23.94	24.39	24.81	28.98
Lead Housekeeping Aide, Surgical Services	23.07	23.49	23.94	24.39	24.81	28.98
OB Aide	22.83	23.29	23.77	24.16	24.63	28.04
Hospital Attendant	23.51	24.01	24.47	24.91	25.36	28.67
Hospital Attendant (Certified)	24.47	24.96	25.41	25.89	26.37	29.74
Central Distribution Aide I	23.51	24.01	24.47	24.91	25.36	28.67
Central Distribution Aide II	24.01	24.51	24.98	25.51	26.00	29.37
Lead Central Distribution Aide	24.50	24.99	25.49	26.03	26.53	29.96
Residential Care Attendant	22.09	22.54	22.91	23.38	23.78	27.73
Senior Residential Care Attendant	24.22	24.70	25.19	25.65	26.12	29.48
Patient Care Assistant	25.42	25.94	26.42	26.98	27.45	30.93
Rehabilitation Aide	27.92	28.34	28.83	29.31	29.77	32.16

FOOTNOTES TO APPENDIX A

1. This classification shall apply only to a Licensed Vocational Nurse:
 - (a) who is specifically and regularly assigned by the Medical Center to direct the work of other employees in a work area for the major portion of a shift; or
 - (b) who is specifically and regularly assigned by the Medical Center to be in charge of a Nursing Unit or Nursing Station; or
 - (c) who is I.V. therapy certified and is assigned by the Medical Center to perform I.V. therapy as part of her/his regular work assignment.

Her/his wage rate set forth above contains an hourly premium over the wage rate for L.V.N. If he/she is so assigned on a part-time basis (but this is his/her regular assignment), the premium will be pro-rated according to the number of shifts she/he works per week as Senior L.V.N.

2. Persons employed in heavy work for more than one (1) hour in any one shift shall receive a one dollar (\$1.00) per hour differential above the wage scale for Housekeeping Aide for hours actually worked in such heavy work assignments. (This means that persons who were classified as Wall Washers or Floor Maintenance Men on April 30, 1977, who are employed in heavy work for more than one (1) hour in any one shift shall receive this differential over their own rate of pay for hours actually worked in such heavy work assignments).

Heavy work is defined as:

- (a) Re-conditioning (stripping, sealing, applying new finish) of floors;
 - (b) The shampooing of large carpet areas, utilizing heavy equipment;
 - (c) Complete floor to ceiling whole room washing using heavy duty equipment and supplies such as in preparation for painting;
 - (d) Washing of windows in project assignments such as a half or full floor.
 - (e) Moving heavy trash/soiled linen/biowaste from patient and related areas to a central location for disposal and includes collecting/bundling/bailing of cardboard.
3. Persons employed by the Medical Center on April 30, 1983 in the classification of Yard Worker shall be reclassified as Housekeeping Aides, but shall continue to receive a six cent (\$.06) per hour differential over the wage scale for Housekeeping Aides while so classified.
4. Persons employed in positions of "Head Housekeeping Aide" and "Lead Housekeeping Aide, Surgical Services" receive a one dollar (\$1.00) per hour pay differential above the wage scale for all hours worked".
5. Barbara Simms is the only Parking Lot Attendant represented by NUHW.

APPENDIX B – CPMC EMPLOYEE SAVINGS INCENTIVE PLAN

1. Unit employees will participate in the SH 403(b) Match Savings Plan. All eligible unit employees shall receive SH 403(b) Match Savings Plan contributions in 2013.
2. Provisions of the relevant plan document(s) will continue to govern in all respects.

APPENDIX C – 12-HOUR SHIFT

The Medical Center and the Union agree to meet and confer to investigate the feasibility of implementing 12-hour shifts for LVNs in the Nursing Department. Meetings shall be held where interest in 12-hour shifts is initiated by a majority of LVNs on a particular unit. If 12-hour shifts are feasible, they shall be implemented on a 90-day pilot program to determine the success of such schedules. If the Medical Center determines such schedules are successful, the 12-hour shifts shall be continued on a regular basis. If the LVNs should wish to discontinue working 12-hour shifts they must do so by 2/3 vote of all LVNs working 12-hour shifts on a particular unit. The Medical Center may discontinue 12-hour shifts after reasonable notice to the Union and will provide at least a four (4) week notice to affected LVNs.

APPENDIX D – DOMESTIC PARTNER

In order for an employee to be eligible for domestic partner benefits as provided in this Agreement, he/she and the individual for whom benefits are being applied must declare their domestic partnership by registering with the City and County of San Francisco and provide proof of registration to the Medical Center. Additionally, a Medical Center registration form must be completed. Such form will be notarized and the employee and his/her domestic partner will declare under perjury the following:

- (a) They have an intimate, committed relationship of mutual caring;
- (b) They live together (see definition at the bottom of this page);
- (c) They agree to be responsible for each other's basic living expenses (see definition at the bottom of this page) during their domestic partnership; they also agree that anyone who is owed these expenses can collect from either of them;
- (d) They are both 18 or older;
- (e) Neither of them is married;
- (f) Neither of them is related to the other as a parent, brother or sister, half brother or sister, niece, nephew, aunt, uncle, grandparent or grandchild;
- (g) Neither of them has a different domestic partner now;
- (h) Neither of them has had a different domestic partner in the last six months (this last condition does not apply if the employee had a partner who died).

DEFINITIONS:

“Live together” means that the two individuals concerned share a place to live. They both do not have to be on the rental agreement or deed. It is okay if one or both of them has a separate place somewhere else. Even if one of them leaves the place they share, they still live together as long as the one who left intends to return.

“Basic living expenses” means the cost of basic food and shelter. It also includes any other expense, which is paid by a benefit the employee or his/her partner gets because of the partnership. For example, if the employee gets health insurance from his/her job, and the insurance covers his/her partner, he/she will be responsible for medical bills that the insurance does not pay. They do not have to split basic living expenses to be domestic partners. They just have to agree to provide these things for their partner if he or she cannot provide for himself or herself.

APPENDIX E – RETIREMENT BENEFITS

If during the life of this Agreement the Medical Center improves the retirement benefits for any of its employees under the Retirement Plan for Medical Center Employees, those improvements will be made for employees subject to this Agreement.

Effective January 1, 2001, all National Union of Healthcare Workers employees are to be covered by the RPHE, including non-benefited employees (i.e., Casual Relief and Limited Part-Time) who were previously excluded from Plan coverage.

Thus, Casual Relief and Limited Part-Time employees will be covered by the Plan for the first time effective January 1, 2001. They will not be eligible for pension benefits prior to 2001; however, they will earn vesting credit under the terms of the Plan based on employment prior to 2001. They will start earning benefits effective January 1, 2001 under the terms of the Plan (i.e., benefits are earned in a calendar year upon completion of at least 1,000 hours of service in that year).

For each RPHE participant who has at least one (1) hour of service during the calendar year 2000, the participant's accrued monthly pension benefit earned through December 31, 2000 will be increased on a one-time only basis, based on the following table:

Years of Benefit Service	Increase in Individual's December 31, 2000 Accrued Monthly Pension Benefit
10 or less	10%
11	12%
12	14%
13	16%
14	18%
15	20%
16	22%
17	24%
18	26%
19	28%
20	30%
21	32%
22	34%
23	36%
24	38%
25	40%
26	42%
27	44%
28	46%
29	48%
30 or more	50%

In determining an individual's years of benefit service, fractional years are to be rounded up to the next whole year (e.g., 11.167 years of service will be rounded up to 12.0 years).

APPENDIX F – LETTER OF UNDERSTANDING REGARDING THE ENVIRONMENTAL SERVICES DEPARTMENT

The parties recognize the need for a degree of both flexibility and stability within the Environmental Services Department. Accordingly, both parties shall make their best efforts to be guided in accordance with the following objectives:

1. The Union recognizes that the Medical Center may, from time to time, need to modify or change jobs as they currently exist.
2. The Medical Center recognizes that the frequency of change of jobs within the department are in response to operational needs or business necessity. Prior to implementing job changes, the Medical Center shall notify the Union in advance, and shall meet and confer with the Union regarding such changes.
3. The Union recognizes that emergency or other operational needs may make it necessary to reassign employees from their regular work areas.
4. The Medical Center recognizes that employees are more likely to develop pride and accountability in their work when they are assigned to a specific area with reasonable work expectations.
5. Both parties recognize that mutual respect is likely to enhance the parties' willingness to be flexible and cooperative in pursuit of these objectives.

APPENDIX G – PATIENT CARE ASSISTANTS

Patient Care Assistant. A Hospital Attendant in a patient care area who possesses both a CNA certification and an Acute Care certification shall be reclassified as a Patient Care Assistant (“PCA”), upon verification of the employee’s current certification and after completion of an eight hour patient care delivery training program offered by the Medical Center.

- (a) Hospital Attendants regularly assigned to an acute care unit shall be eligible for reclassification to PCA position on or after January 1, 1999. Hospital Attendants in patient care areas regularly assigned to non-acute care units shall be eligible for reclassification to a PCA position on or after January 1, 2000.
- (b) The Medical Center shall offer the required training program to eligible Hospital Attendants at least once prior to January 1, 1999. If the Medical Center does not offer the first training program by the required date, HAs who otherwise meet all the qualifications of the PCA classification shall be reclassified as a PCA on January 3, 1999. Such employees shall complete the training program on the first date the training program is offered. The Medical Center may reclassify immediately to a HA classification any employee who fails to complete the required training on the first date offered.
- (c) During 1999, the Medical Center will offer the required training program at least three times to be eligible Hospital Attendants. Thereafter, the training program shall be offered on a periodic basis, as needed.
- (d) Hospital Attendants regularly assigned to Acute Rehab may substitute a Restorative Nursing Assistant certification for the Acute Care certification required for classification as a PCA. Employees shall be eligible for reclassification to a PCA position on or after January 1, 1999.
- (e) The initial base wage rate for the Patient Care Assistant will be established at 4% above the existing wage scale for Hospital Attendant.
- (f) PCAs will not be scheduled to perform housekeeping functions and the Steering Committee will determine, and periodically review, the extent and circumstances when such duties are appropriate.
- (g) Weekend Work. Paragraph 117 will include PCA positions.
- (h) Educational Leave. The PCA classification will be included in Paragraph 200 to be eligible for educational leave. As a condition of employment, PCA employees must maintain current CNA and Acute Care Certification/Restorative Nursing Assistant Certification.
- (i) Testing. The training program for the PCA position shall include a competency examination for all applications for PCA position. Any applicant who fails the first test (a passing score is at least 75% on each of the two sections of the test) will be allowed to

take the test a second time. Failing second test renders the applicant ineligible for a PCA position, until such time that the test is offered again.

- (j) Selection. Selection for a PCA position will not be considered to be “promotion” for collective bargaining agreement purposes. For all purposes, including scheduling, supervision, etc., the PCA position will be considered part of the Nursing Department, except as provided herein.
- (k) Wages. Employees will be awarded PCA and will receive the wages for the new classification upon meeting the qualifications set forth above.
- (l) Seniority. For purposes of seniority (such as scheduling, daily shift cancellations, floating and indefinite layoffs), PCA and HA classifications shall be treated as a single classification.

APPENDIX H – SUBCONTRACTING

California Pacific Medical Center (“the Medical Center”) and the National Union of Healthcare Workers (“the Union”) agree as follows for the duration of the 2015 Agreement only:

1. The Medical Center and the Union agree that it is in the interest of both parties to promote the long-term health and growth of the Medical Center and the job security of its employees. In light of the significant differences between the parties regarding the matter of subcontracting, the Medical Center and the Union hereby agree to the following:
2. The Medical Center commits not to subcontract bargaining unit work currently performed by members of the bargaining unit for the duration of the Agreement. Unless the parties mutually agree otherwise in writing, upon expiration of the Agreement, the existing language in Article I, Recognition and Exclusions, Paragraph 4, of the full Agreement between the parties regarding subcontracting, shall be considered, without dispute, to be the status quo regarding subcontracting of bargaining unit work.

APPENDIX I – SIDE LETTER: CLINICAL LADDER FOR SURGICAL TECHNICIANS

Surgical Technician Clinical Ladder

The Medical Center and the Union have agreed to establish a clinical ladder for Surgical Technicians to encourage and reward advancement and contributions to the Medical Center and to health care beyond that expected of Staff Technicians.

The basic qualifications necessary to apply for reclassification as a Surgical Technician II shall include at least the following:

At the time the employee applies for reclassification, he/she must be a regular employee with the equivalent of at least three (3) years full-time experience as a Surgical Technician, with at least one (1) year of such experience at the Medical Center.

During the first year of the Agreement, the wage scale for the Level II classification shall be established at base wage rates fifty cents (\$.50) per hour higher than the Level I classification. Commencing with the first payroll period following the first anniversary of the ratification of this Agreement, the wage scale for the Level II classification shall be raised to be a total of one dollar (\$1.00) per hour higher than the wage scale of the Level I classification.

The criteria and procedures for obtaining Level II status shall be agreed upon by a Surgical Technician Career Ladder Committee, and may include competency in the employee's current role at the Medical Center with at least average performance (as measured by the employee's performance appraisal); and a current certification that has been verified by the Medical Center.

This Committee shall consist of three members appointed by the Union and three members appointed by the Medical Center. The Committee shall be appointed within thirty (30) days of ratification of this agreement. Meetings of the Committee shall be on paid time.

Disputes regarding this program may be referred by either party to the Committee, but such disputes shall not be subject to the grievance and arbitration procedure of the Agreement.

The parties acknowledge that the Surgical Tech classification includes Anesthesia Techs.

APPENDIX J – SIDE LETTER – MISCELLANEOUS ISSUES **FROM 1998 BARGAINING**

California Pacific Medical Center and the National Union of Healthcare Workers hereby agree to the following:

To resolve all disputes regarding the appropriate compensation for Cooks at the Medical Center, employees currently in the Cook classification at the California and Pacific campuses shall be provided with credit for seniority purposes for time worked at Children's Hospital and/or Pacific Presbyterian Hospital. The seniority credit shall be effective January 1, 1998.

APPENDIX K – INTER-AFFILIATE EMPLOYMENT

The following provisions govern the guidelines for Inter-Affiliate employment of bargaining unit employees of affiliates who voluntarily apply for employment and are subsequently hired by the Medical Center. These guidelines should not be construed as a transfer policy as the Medical Center and the Union have not expressly agreed to a written policy on Inter-Affiliate employment. The intent of this side letter is to specify the parameters governing assignment of wages and benefits for covered union employees voluntarily seeking employment at the Medical Center when voluntarily terminating employment at an affiliate institution. The provisions of this side letter are not applicable to Limited Part-Time and Casual employees. The provisions are as follows:

1. Eligibility. A covered affiliate employee who has successfully completed his/her probationary period will be eligible to participate in this program. The Medical Center shall retain full right to hire external candidates to fill vacancies, however, it shall grant preference in filling vacancies first to qualified candidates from other affiliates who work in positions represented by the Union and second to qualified candidates from other affiliates over other outside applicants. To assist regular employees who are facing layoff from other Sutter Health affiliates, the Medical Center shall provide preference in hiring qualified employees laid off from other Sutter Health affiliates over other outside candidates and will take into consideration the applicant's years of service with the other Sutter Health affiliate in making such hiring decisions.
2. Adjusted Hire Date for Inter-Affiliate Employee. Once interviewed and offered employment with the Medical Center, the Medical Center will establish an Adjusted Hire Date for the employee. The Adjusted Hire Date will reflect all prior continuous benefit-eligible service with another affiliate or continuous service with multiple affiliates. This adjusted hire date reflects "length of service" credit and the intent of the Adjusted Hire Date is to permit "credit" for the continuous time that an employee has already served in a benefit-eligible status as other affiliate institutions.

Additionally, if an employee terminates in good standing from an affiliate and is hired by the Medical Center within six (6) months of the date of termination, the Medical Center will allow the employee to participate in this program but will adjust the employee's Adjusted Hire Date to reflect the break in service.

3. Health Insurance. Based on the employee's Adjusted Hire Date, the employee may have already satisfied all or part of the waiting period(s) to be eligible to participate in medical, dental, visions, life and long term disability benefit programs. If the employee has previously met eligibility requirements, the employee's benefits will begin the first of the month following employment with the Medical Center.
4. Vacation and Sick Leave. Accrual rates of vacation and sick leave will be based upon the employee's Adjusted Hire Date. In effect, this means that time worked in a benefited status at an affiliate will be taken into consideration when determining the employee's vacation and sick leave accrual rate at the Medical Center. If an employee is coming from

an affiliate with an existing Paid Time Off (“PTO”) program, the Medical Center will accept accrued PTO hours up to a maximum of forty (40) hours calculated at the employee’s new rate of pay, for “transfer” from the previous entity.

5. Retirement. The specific retirement benefits outlined in the Agreement will govern all aspects of the employee’s pension plan eligibility and participation.
6. Seniority. For purposes of this agreement, an employee’s seniority date with the Medical Center will be determined according to the terms and conditions of the current Agreement.
7. Progression Schedule. For purposes of assigning wages and placement on the wage progression schedule, the Medical Center will consider an employee’s previous years of employment with another affiliate(s). Notwithstanding the foregoing, the wage progression schedule for employees hired by the Medical Center who were employed at another Sutter Health affiliate in a bargaining unit represented by NUHW shall be governed by Paragraph 46 of the Agreement.

APPENDIX L – SIDE LETTER: COMPETITIVE WAGE REVIEW AND EQUITY ADJUSTMENTS

The Medical Center and the Union recognize the importance of maintaining competitive wage ranges throughout the life of the Agreement. To this end, during the month of June in each year of this Agreement, excluding the first year and the year in which the Agreement expires, the Medical Center will meet with representatives of the Union upon request to review specific job classifications, identified by either party, as requiring wage increases over and above the negotiated wage increase for that specific year.

Wage data used by the Medical Center and/or the Union in identifying such classifications shall be data reflecting prevailing wage rates of acute care hospitals/medical centers in the immediate Bay Area (San Francisco and Alameda Counties) for similarly situated job classifications. Additionally, such data will be reviewed by the parties prior to the Medical Center implementing any changes in the previously negotiated wage rates. Either party may request the assistance of a member of the FMCS (Federal mediation and Conciliation Services) to assist the parties in the wage review process. In the event that a wage inequity has been proven, the Medical Center shall not unreasonably deny or implement such a wage adjustment.

Nothing herein shall limit nor change the parties' rights under collective bargaining agreement or be used to modify any of the provisions contained therein. All disputes under this Side Letter shall not be subject to the grievance and arbitration process contained in Article XI of the Agreement. Additionally, this Side Letter shall not be construed to be a "wage re-opener" and the no-strike clause of this Agreement shall remain in effect during the life of this Side Letter.

APPENDIX M – MERGER, SALE, CLOSURE, LEASING, DIVESTITURE, OR OTHER TRANSFER OF OWNERSHIP

SIDE LETTER FOR DECEMBER 16, 2015-APRIL 30, 2020 AGREEMENT ONLY

In the event of a merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership of the Medical Center or one of its patient care facilities represented employees work, the Employer shall comply with the following:

1. Notification. The Employer shall notify the Union in writing at least ninety (90) days prior to taking any action described in the preceding paragraphs, except hospital closure for which six (6) months advance notice is required.
2. Successor. This Agreement shall be binding upon the Union and the Employer or any successor thereof whether the secession be by any of the means described above as it applies to the business of the Employer, in whole or in part, or to any change in management companies. Any adoption of the contract by a successor binds the successor only for the purposes of the classifications of employees working at the Medical Center represented by the Union at the time of the event giving rise to the successor.
3. Conditions and Liabilities. In the event the Employer desires to sell or otherwise transfers the establishment or engage in any other future acts set forth above and covered by this Agreement, it shall be a condition of the sale and/or transfer and inserted into any agreement of sale or management contract that this collective bargaining agreement and all its obligations thereof shall be binding upon any purchaser or transferee, except the purchaser or transferee may offer comparable benefit plans in lieu of the Medical Center's plans. Prior to taking any action described in this provision, the Employer shall comply with all its legal and contractual obligations regarding the compensation and payment due and owing to the employees or the Union.

APPENDIX N – SIDE LETTER

CONSTRUCTION OF NEW ACUTE CARE FACILITIES AT THE VAN NESS AND GEARY AND ST. LUKE’S CAMPUSES, AND THE RELOCATION OF SERVICES FROM THE PACIFIC AND CALIFORNIA CAMPUSES TO THE NEW CAMPUS AT VAN NESS AND GEARY

During the course of their 2012-2013 negotiations, the Medical Center and NUHW (“Union”) discussed the Medical Center’s various building projects, including the construction of new acute care facilities at Van Ness and Geary, and the relocation of services from Pacific and California Campuses to the new campus at Van Ness and Geary.

In order to provide enhanced employment security for employees currently represented by NUHW, the parties have entered into this side-letter.

1. Mutual commitments:

- (a) The parties agree that the intent of this side-letter is not to expand the scope of either the current bargaining units or the combined bargaining unit to classifications that are currently not represented by NUHW, nor is it the intent of this side-letter to reduce the scope of the current NUHW bargaining units. The classification currently represented by the Union at the California, Davies, and Pacific campuses shall continue to be represented at any campus at Van Ness and Geary. The traditional classifications within the bargaining unit at each campus shall continue to be represented at that respective campus.
- (b) There is no projected reduction in the number of regular employees represented by the Union as a direct result of either occupying the new acute care campus at Van Ness and Geary.
- (c) Commencing two (2) years prior to the projected opening dates of the new acute care campus at Van Ness and Geary, the parties agree to meet regularly to begin planning for the transition. During this period the parties will utilize the Workforce Planning and Training and Upgrade Committees as the forum to discuss these matters. The Medical Center agrees to meet with the Union six (6) months prior to the projected opening dates set forth above to discuss the staffing and bidding process related to the transfer of represented employees to the new facilities.

- (d) As it relates to the Van Ness and Geary project, all NUHW-represented regular employees employed by CPMC on the date of ratification of this Agreement (“Incumbent Employees”) shall be offered comparable employment within the bargaining unit. Per diem employees who worked a minimum of five hundred (500) hours in the twelve (12) months prior to the date of ratification will retain their per diem status upon relocation. The Medical Center shall make all reasonable efforts to place eligible employees in comparable positions that have the same or higher wage scales. For the purposes of this side letter, “comparable employment” shall mean a position for which they are qualified with the same or greater annualized base salary and a similar work schedule of not less than the employee’s then current scheduled hours per 14 day period, unless the employee elects to a different work schedule.
- (e) The Union acknowledges that the Medical Center maintains the right to determine staffing, subject to the express terms contained elsewhere in the Agreement, including the right to staff by patient census.

2. Transition process:

- (a) During the two (2) year prior notification period set forth above, while the parties discuss the effect of the building project on represented employees, the parties agree to use funds available in the Training and Upgrade Fund to provide affected employees retraining opportunities. Nothing herein prevents the parties from agreeing to use additional Training and Upgrade Fund in any calendar year for training opportunities identified due to the building projects.
- (b) After applying the seniority procedures as defined in Article V, Section 12, the Medical Center will identify any Incumbent Employees who require alternative placement, using the following procedures:
 - i. The Medical Center will identify any available retraining opportunities for Incumbent Employees to remain employed at the Medical Center.
 - ii. Incumbent Employees will be eligible for up to one hundred and twenty (120) days of on the job training as required by the academic or institutional requirements.
 - iii. Incumbent Employees may be offered floating work to assist them in participating in required training programs. These situations will be discussed with the Union on a case-by-case basis.
 - iv. Any Incumbent Employee who rejects an alternative placement opportunity or retraining opportunity of comparable employment will no longer be eligible for preferred placement or retraining opportunities. Any such employee who rejects an offer of comparable employment outside of the bargaining unit will be eligible for severance, defined as severance pay equaling one (1) weeks pay for each year of service up to a maximum of seventeen (17) weeks. Employees who receive

severance shall have recall rights as provided in the Agreement.

- (c) If after applying the aforementioned provisions, affected regular employees (other than Incumbent Employees) who are not offered a position for which they are qualified shall be eligible for severance. Employees who receive severance shall retain recall rights as described in the Agreement.
3. This side letter is contingent upon the parties entering into a new collective bargaining agreement and shall expire on January 1, 2017, or upon the completion of the new building projects addressed in this side letter, whichever is later. This side letter shall be null and void if the proposed building projects addressed in this side letter are either not approved by governing authorities or withdrawn by CPMC.

SIDE LETTER OF AGREEMENT

COMPLIANCE WITH THE SAN FRANCISCO SICK LEAVE ORDINANCE AND COLLECTIVE BARGAINING AGREEMENT ARTICLE VIII, SECTION I (PAID TIME OFF)

Waiver of San Francisco Paid Sick Leave Ordinance: To the fullest extent permitted, this Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this Agreement.

The Parties shall follow the Collective Bargaining Agreement's provisions with respect to PTO, attendance, and permitted unplanned absences. Regarding unplanned absences that may be subject to counseling or disciplinary action, the Employer will apply the contractual requirements of Article VIII, Section 1, paragraph 145 (When Advance Notice Is not Possible) If under the same set of circumstances, the employee would not have received counseling or discipline under the Sick Leave Ordinance, then the parties agree to apply the provisions of the Sick Leave Ordinance to the situation.

Any dispute of this agreement shall be adjudicated through the grievance procedure set out in Article XI.

LETTER OF UNDERSTANDING

**BETWEEN CALIFORNIA PACIFIC MEDICAL CENTER (CPMC) AND
NATIONAL UNION OF HEALTHCARE WORKERS (NUHW)
NOVEMBER 6, 2014**

Written Warnings vs. Verbal Written Warnings

The parties agree that any reference in the Collective Bargaining Agreement to “written warning” shall be interpreted to mean Written Warning and shall not include written Verbal Warning. This understanding is effective November 6, 2014 and shall only apply prospectively. Current, pending, or outstanding grievances will be resolved in accordance with this agreement.

HEALTH PLAN APPENDIX

Important Notice: The plan comparison charts below provide some highlights of the medical, dental, and vision plan benefits. For complete details of your plan benefits, please refer to the Summary Plan Description (SPD). The SPD is the legal document which summarizes the medical plan's benefits, terms of coverage, and how the plan is administered. The chart below does not replace, add to or modify the SPD in any way.

The SPD provides important details regarding coverage and limitations that may not be noted in the highlights below. Please rely on the SPD when determining coverage in order that you ensure that you receive the correct medical plan information. The current Summary Plan Descriptions are posted online at <http://sutterselect.tpa.com> or are available by contacting SutterSelect at 866-868-1320, Mon-Fri 7am – 6pm Pacific Time

Health Plan Effective January 1, 2017

Plan Option	EPO Plus Option	PPO	Options
	Tier1		Tier 2
GENERAL INFORMATION			
Network	Sutter Network and certain non-Sutter providers	Sutter Network and certain non-Sutter providers	Contracted PPO Network
Annual Deductible (Fixed copay services & prescription drugs not subject to deductible)	\$250 Individual \$500 Family	\$250 Individual \$500 Family	\$500 Individual \$1,000 Family
Annual Out-of-Pocket Maximum	\$750 Individual \$1,500 Family	\$750 Individual \$1,500 Family	\$1,500 Individual \$3,000 Family
EMERGENCY AND URGENT CARE			
Emergency Room (Copay/coinsurance waived if hospitalized)	\$50 Copay	Employee pays 20%	Employee pays 20%
Urgent Care	\$30 Copay	\$30 Copay	\$30 Copay
Ambulance	\$0 Copay	Employee pays 20%	Employee pays 20% (assuming true emergency)
HOSPITAL SERVICES			
Inpatient Hospitalization (Sutter)	\$0 Copay	\$0 Copay	Not applicable (all Sutter facilities are in Tier One)
Inpatient Hospitalization (non-Sutter)	\$150 / day Copay (3 day max charge)	\$150 / day Copay (3 day max charge)	Employee pays 40%
OTHER MEDICAL SERVICES AND SUPPLIES			
Durable Medical Equipment, Corrective Appliances, Prosthetic Devices	\$0 Copay (inpatient) Employee pays 10% (outpatient)	Employee pays 20%	Employee pays 40%
Home Health Care	\$0 Copay Unlimited duration	Employee pays 20% Unlimited duration	Employees pays 40% 100 visits per calendar year
Hospice	\$0 Copay	\$0 Copay	Employee pays 40%
MENTAL HEALTH & CHEMICAL DEPENDENCY (Provided through externally managed network)			
Inpatient	\$0 Copay for Sutter Health and/or Mental Health Network Facilities	\$0 Copay for Sutter Health and/or Mental Health Network Facilities	Employee pays 40%
Outpatient	\$20 Copay	\$20 Copay	Employee pays 40%

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PHYSICIAN AND PROFESSIONAL SERVICES			
If physician/professional services are in conjunction with an office visit, the office visit copay applies			
Chiropractic & Acupuncture (20 visit combined maximum per calendar year)	\$20 Copay	Employee pays 20%	Employee pays 40%
Diagnostic Laboratory & X-Ray	Employee pays 10% (no cost if test/imaging qualifies as preventative)	Employee pays 20% (no cost if test/imaging qualifies as preventative)	Employee pays 40%
Immunizations, Routine	\$0 Copay	\$0 Copay	Employee pays 40%
Immunizations, Travel	\$20 Copay	\$20 Copay	Employee Pays 40%
Physical Exam, Routine	\$0 Copay	\$0 Copay	\$0 Copay
Physician Office Visits	\$20 Copay	\$20 Copay (Primary Care) \$30 Copay (Specialist)	Employee pays 40%
Prenatal and Postnatal Care	\$0 Copay	\$0 Copay	Employee pays 40%
Rehabilitative Therapy (physical, occupational and speech)	\$20 Copay	Employee pays 20%	Employee pays 40%
Preventative Services	\$0 Copay	\$0 Copay	Employee pays 40%
Prescription Drugs			
Retail			
Generic	\$5 Copay	\$10 Copay	
Preferred Brand Name	\$20 Copay	\$30 Copay	
Non-Preferred Brand Name	\$40 Copay	\$50 Copay	
Mail Order (90-day supply)			
Generic	\$10 Copay	\$20 Copay	
Preferred Brand Name	\$40 Copay	\$60 Copay	
Non-Preferred Brand Name	\$80 Copay	\$120 Copay	
Specialty Drugs	\$50 / 30-day supply (maximum total copays no greater than \$150 per month)		

Important Notice: The plan comparison charts below provide some highlights of the medical, dental, and vision plan benefits. For complete details of your plan benefits, please refer to the Summary Plan Description (SPD). The SPD is the legal document which summarizes the medical plan's benefits, terms of coverage, and how the plan is administered. The chart below does not replace, add to or modify the SPD in any way.

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Vision Plan Effective January 1, 2017

Vision Service Plan		
Plan Features	Basic Option	Buy-Up Option
Provider Network	VSP "Choice" Network	
Exam	\$10 Copay	\$20 Copay
Materials	\$130 Allowance /Every 24 mos.	\$200 Allowance /Every 12 mos.
Contact Lenses Allowance	\$130 Allowance Every 24 months.	\$150 Allowance Every 12 months.

Dental Plan Effective January 1, 2017

Plan Features	Delta Care (Network Providers)	Delta Dental Preferred Network/Premier Network (PPO Basic Option)	Delta Dental Preferred Network/Premier Network (PPO Buy-Up Option)
Deductible: Individual/Family	N/A	\$25/\$75	\$25/\$75
Preventative Basic Major	Fee Schedule (most at 100%)	100% 80% 50%	100% 80% 50%
Calendar Year Maximum Benefit	Unlimited	\$1,500	\$2000/\$1800
Orthodontic Lifetime max	\$350 start up fee \$1800 Adult \$1600 child	50% up to \$1500/\$1000 adult & child(ren)	50% up to \$2000/\$1200 (adult & child(ren))