

**AGREEMENT**

**BETWEEN**

**PALO ALTO MEDICAL FOUNDATION**

**AND**

**ENGINEERS AND SCIENTISTS OF CALIFORNIA**

**LOCAL 20, IFPTE (AFL-CIO & CLC)**

**COVERING**

**THE CLINICAL LABORATORY SCIENTISTS**

**JULY 2008 - JUNE 2011**



# **TABLE OF CONTENTS**

	<b><u>Page Number</u></b>
SECTION 1: RECOGNITION . . . . .	1
SECTION 2: NO DISCRIMINATION . . . . .	1
SECTION 3: MANAGEMENT FUNCTIONS . . . . .	1
SECTION 4: UNION MEMBERSHIP . . . . .	2
SECTION 5: COMPENSATION . . . . .	4
SECTION 6: INTRODUCTORY PERIOD . . . . .	6
SECTION 7: POSITION QUALIFICATIONS . . . . .	8
SECTION 8: SENIORITY . . . . .	9
SECTION 9: LAYOFF AND RECALL AND SEVERANCE PAY . . . . .	9
SECTION 10: JOB VACANCIES AND JOB POSTINGS . . . . .	10
SECTION 11: PERFORMANCE REVIEW . . . . .	11
SECTION 12: HOURS OF WORK AND OVERTIME . . . . .	11
SECTION 13: HOLIDAYS . . . . .	15
SECTION 14: PAID TIME-OFF . . . . .	15
SECTION 15: EXTENDED SICK LEAVE (ESL) . . . . .	18
SECTION 16: CONVENIENCE TIME OFF (CTO) . . . . .	19
SECTION 17: BEREAVEMENT LEAVE . . . . .	20
SECTION 18: JURY DUTY . . . . .	20
SECTION 19: EDUCATIONAL ALLOWANCE . . . . .	20
SECTION 20: LEAVE OF ABSENCE . . . . .	21

	<u>Page Number</u>
SECTION 21: RELIEF OF A HIGHER LEVEL POSITION. . . . .	23
SECTION 22: REST PERIODS . . . . .	23
SECTION 23: GROUP MEDICAL COVERAGE, EYE CARE AND DENTAL CARE . . . . .	23
SECTION 24: BENEFIT PLANS (OTHER THAN GROUP MEDICAL) . . . . .	25
SECTION 25: GRIEVANCE PROCEDURE . . . . .	27
SECTION 26: NO STOPPAGES . . . . .	31
SECTION 27: PREMIUM CONDITIONS . . . . .	31
SECTION 28: SERVICE RECOGNITION . . . . .	31
SECTION 29: JOINT COMMITTEES . . . . .	32
SECTION 30: UNION ACCESS . . . . .	33
SECTION 31: TERM OF AGREEMENT . . . . .	34
APPENDIX A: RETIREMENT PLAN . . . . .	35

## **PREAMBLE**

This agreement is entered into this 1<sup>st</sup> day of July, 2008 between PALO ALTO MEDICAL FOUNDATION/Palo Alto Division, 795 El Camino Real, Palo Alto, California (hereinafter called the “Employer” or “PAMF/PAD”) and ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20, IFPTE (AFL-CIO & CLC) (hereinafter called the “Union”).

## **SECTION 1. RECOGNITION**

The Employer recognizes the Union as the sole bargaining agent for salaries, hours of work and working conditions for Licensed Medical Laboratory Technologists (AKA: Clinical Laboratory Scientists) employed by the Palo Alto Medical Foundation/Palo Alto Division at the following sites:

Palo Alto Medical Clinic, Palo Alto  
Fremont Center  
Portola Valley Women’s Health Medical Group

This change in recognition is only to clarify, not change, the existing historical bargaining unit. Any future outpatient clinic facilities managed by PAMF/PAD that employ Clinical Laboratory Scientists would be covered by this agreement.

This Agreement does not cover and excludes all Supervisors as defined in the Labor-Management Relations Act, 1974, as amended.

## **SECTION 2. NO DISCRIMINATION**

There shall be no discrimination by the Employer against any Clinical Laboratory Scientist or applicant for position as a Clinical Laboratory Scientist on account of membership in or activity on behalf of the Union, provided that such activity shall not interfere with any Clinical Laboratory Scientist's regular work or with the normal activities of the Employer. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment on account of sex, race, religion, creed, color, national origin, sexual orientation or age, political affiliation, marital status, medical condition, disabled veteran and veterans of the Vietnam era as defined by Federal Law, or physical or mental disability to the extent required by law.

## **SECTION 3. MANAGEMENT FUNCTIONS**

It is mutually agreed between the Union and the Employer that it is the duty and the right of the Employer to manage itself and direct its operations and its employees, and the Employer reserves all

of its rights, power and authority in connection therewith, which includes, but is not limited to, the right to hire, transfer, promote, reclassify, lay off and discharge employees, except as specifically limited by the express provisions of this Agreement.

#### **SECTION 4. UNION MEMBERSHIP**

- A. It shall be a condition of employment that all Clinical Laboratory Scientists covered by this agreement who are members of the Union shall remain members of the Union in good standing, and those who are not members of the Union hired after the date of ratification of this Agreement shall tender service fees (agency fees) during the life of this agreement, effective upon the completion of their introductory period.
- B. Employees who are required to maintain membership and fail to do so and employees who are obligated to tender service (agency) fees and fail to do so, shall upon written notice from the Union be given (14) fourteen days notice of termination or shall be allowed to resign with proper notice to the Employer.

The Employer shall submit to the Union on a quarterly basis, a list of the names and addresses of all newly hired and terminated Clinical Laboratory Scientists during the previous quarter.

- C. **Membership Dues**  
During the term of this Agreement, the Employer will honor assignment from employees' salaries to the Union for payment of the monthly Union dues, provided such assignments are entered into voluntarily. The Employer will promptly remit periodic membership dues to the Union, together with a list of the names of employees for whom the deductions were made.
- D. **Indemnification**  
The Union agrees to indemnify and hold the Employer harmless from any and all claims, demands, suits, and liability that may arise from the above provisions of this Section.
- E. **Employee's Rights**
  - 1. PAMF/PAD agrees that each employee shall have the right to review materials contained in his/her personnel file, located in Human Resources. It is understood that the personnel file shall be made available to the Clinical Laboratory Scientist during normal business hours. Clinical Laboratory Scientists also have the right to photocopy documents in the personnel file that they have personally signed.
  - 2. Each Clinical Laboratory Scientist shall receive a copy of any performance evaluation, written warning, documentation of an oral warning, or any material of a disciplinary nature, before such material is placed in his/her personnel file. The Clinical Laboratory Scientist shall sign and date such material only as a proof of receipt. The Clinical Laboratory Scientist shall have the right to

respond in writing within fifteen (15) days of the date such material is placed in his/her personnel file, and to have such response placed in the file.

3. Written warnings and other forms of disciplinary action that are included in the employee's file will not be used in the disciplinary process after twelve (12) months have elapsed. If a recurrence of an old problem happens (one that the employee received documented disciplinary action, more than one year ago), the employee will begin the disciplinary steps from the beginning. However, such documentation shall not be removed from the file.
4. PAMF/PAD shall not tolerate harassment or unprofessional conduct by any employee towards another employee (regardless of bargaining unit status). Such action will be grounds for disciplinary action.
5. Every Clinical Laboratory Scientist has the right to union representation in any investigative meeting that could lead to disciplinary action against the Clinical Laboratory Scientist, to ensure the Clinical Laboratory Scientist of his/her legal rights. PAMF/PAD will give the Clinical Laboratory Scientist reasonable time to obtain a union steward.

F. **Employees with Religious Convictions**

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall not be required to join or financially support the Union as a condition of employment. Those employees must provide written declaration of such objections and in lieu of dues, initiation fees, or agency fees, pay sums equal to such dues, initiation fees or agency fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The employees shall elect to make contributions to one of the following charitable funds: Habitat for Humanity, Susan G. Komen Breast Cancer Foundation, or charities listed with United Way. The employee shall have, on a bi-weekly basis, a payroll deduction of this charitable contribution.

If such employee who holds conscientious objections pursuant to this section requests the Union to use the grievance-arbitration procedure on the employee's behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

G. **Legislative Education and Action Program (L.E.A.P.)**

Employees can make contributions to the Union's Legislative Education and Action Program (L.E.A.P.), which comprises of exclusively voluntary contributions, completely separate from union dues money, that can be used for legislative and political issues that impact our membership.

The Union will administer L.E.A.P. contributions directly with employees. It is understood by all parties that such contribution will be on an individual and voluntary basis.

**SECTION 5.**

**COMPENSATION**

**A. SALARY SCHEDULE**

YEARS STEPS	10 yrs		15 yrs		20 yrs				
	6	7	8						
<b>Realignment 7/1/08</b>									
CLS	3.8%	34.67	36.06	37.50					
Sr. CLS	1.7%	37.10	38.58	40.12	41.74	43.41	45.13	46.94	48.82
Team Leader	2.8%	41.25	42.91	44.63	46.41	48.27	50.21	52.21	54.31
<b>7/1/2008 - 6/30/2009</b>									
	3.0%								
CLS		35.65	37.08	38.57					
Sr. CLS		38.19	39.72	41.30	42.97	44.69	46.47	48.33	50.26
Team Leader		42.44	44.14	45.92	47.76	49.66	51.65	53.72	55.87
<i>Short Hour/On Call Rates:</i>									
CLS/SH/OC		39.22	40.79	42.43					
Sr. CLS/SH/OC		42.01	43.69	45.43	47.27	49.16	51.12	53.16	55.29
TL/SH/OC		46.68	48.55	50.51	52.54	54.63	56.82	59.09	61.46
<b>7/1/2009 - 6/30/2010</b>									
	3.0%								
CLS		36.72	38.19	39.73					
Sr. CLS		39.34	40.91	42.54	44.26	46.03	47.86	49.78	51.77
Team Leader		43.71	45.46	47.30	49.19	51.15	53.20	55.33	57.55
<i>Short Hour/On Call Rates:</i>									
CLS/SH/OC		40.39	42.01	43.70					
Sr. CLS/SH/OC		43.27	45.00	46.79	48.69	50.63	52.65	54.76	56.94
TL/SH/OC		48.08	50.01	52.03	54.11	56.26	58.52	60.86	63.30
<b>7/1/2010 - 6/30/2011</b>									
	3.0%								
CLS		37.82	39.34	40.92					
Sr. CLS		40.52	42.14	43.82	45.59	47.41	49.30	51.27	53.32
Team Leader		45.02	46.83	48.72	50.67	52.68	54.80	56.99	59.27

Short Hour/On Call Rates:

CLS/SH/OC	41.60	43.27	45.01					
Sr. CLS/SH/OC	44.57	46.35	48.20	50.15	52.15	54.23	56.40	58.65
TL/SH/OC	49.53	51.51	53.59	55.74	57.95	60.28	62.69	65.20

**B. Tenure Increases**

The above steps for Clinical Laboratory Scientists are based upon continuous employment of the Clinical Laboratory Scientists with the Employer as a Clinical Laboratory Scientist. Upon completion of the required period of continuous employment with the Employer, the Clinical Laboratory Scientist shall receive an increase in accordance with the above schedule.

The above steps for Senior Clinical Laboratory Scientists are based upon continuous employment in that classification. Upon completion of the required period of continuous employment with the Employer in the classification, the Senior Clinical Laboratory Scientist shall receive an increase in accordance with the above schedule.

Advancement to Steps 6, 7, and 8 in the Senior Clinical Laboratory Scientist range will take place, if eligible, at the Clinical Laboratory Scientist's anniversary date. For advancement to Step 7 at 15 years the Clinical Laboratory Scientist must be a Senior Clinical Laboratory Scientist at Step 6 before advancing to Step 7. All Clinical Laboratory Scientist experience at PAMF/PAD will apply.

**C. Present Placement**

Upon the effective date of this Agreement, all Clinical Laboratory Scientists shall be placed at the tenure step which relates to their years of service with the Employer as a Clinical Laboratory Scientist.

**E. No Reduction**

No Clinical Laboratory Scientist or Senior Clinical Laboratory Scientist shall suffer a reduction in hourly wage rates as a result of the application of this Agreement.

**F. Hiring**

A Clinical Laboratory Scientist with one (1), two (2) or three (3) years current laboratory experience will start at the corresponding step in the Clinical Laboratory Scientist range. A Clinical Laboratory Scientist with four (4) years or more current experience will start at Step 3 of the Clinical Laboratory Scientist range or at the discretion of Human Resources and Lab Management be placed at an appropriate step within the Senior Clinical Laboratory Scientist range. Recognition by the Employer of prior experience for purposes of this paragraph F shall be at the sole discretion of the Employer and such determination shall not be subject to the grievance procedure or arbitration.

**G. Success Sharing Bonus**

Clinical Laboratory Scientists represented by the Union are eligible to participate in the Employer's "success sharing" bonus. This bonus is paid out annually if the Employer achieves its financial goals.

H. **Part-Time Clinical Laboratory Scientists**

A part-time Clinical Laboratory Scientist employed on a regular predetermined schedule of twenty (20) hours per week or more shall receive pro-rated PTO as provided in Section 11, Paid Time Off (PTO). He/she shall also receive holiday benefits as provided in this Agreement but pro-rated on the ratio of his/her regular weekly schedule to a full-time forty (40) hour week schedule. Such a regular part-time Clinical Laboratory Scientist will also be covered by the Employer's health plan as provided in Section 18 of this Agreement, and the other benefit plans set forth in Section 19 of this Agreement pursuant to the terms of those plans.

I. **Short Hour/On Call Clinical Laboratory Scientists**

A Clinical Laboratory Scientist employed on a Short-hour regular predetermined schedule of less than twenty (20) hours per week or employed on an on-call intermittent schedule, shall receive the hourly rate of pay of her/his classification plus ten (10%) percent pay differential.

Short-hour and on-call employees shall not be eligible for PTO, the Employer's Health plan in Section 20, or the other benefit plans in Section 21 or any other fringe benefits.

J. **Core Competency**

A list of procedures will be identified that represent core competencies within the department. Full-time, part-time, and short-hour Clinical Lab Scientists and Senior Clinical Lab Scientists will maintain core competency in all identified modalities within the department. On-call Clinical Lab Scientists must be provided two days per month to cover regular staff in order to maintain competency in the procedures they have been trained to perform. Competencies are checked after six months (if a new hire) and annually thereafter. If competency is not maintained, the Clinical Lab Scientist will be retrained immediately before resuming normal work. If performance continues to be deficient after being retrained, the Clinical Laboratory Scientist may be subject to disciplinary action, up to and including termination of employment.

## **SECTION 6. INTRODUCTORY PERIOD**

A. **New Hire and Rehire**

Each new and rehired Clinical Lab Scientist is employed for an introductory period. During this time, a CLS will have no seniority. Upon satisfactory completion of his/her introductory period, the CLS's seniority date will be established as defined in Section 6.

The introductory period is as follows:

- (1) A CLS (including the on-call CLS) scheduled full-time to half-time work status: ninety (90) calendar days. This period may be extended up to an additional ninety (90) days for just cause.

- (2) A CLS (including the on-call CLS) scheduled sixteen (16) hours or less work status: one hundred eighty (180) calendar days.

The introductory CLS will have recourse to the grievance procedure as of the day after her/his initial introductory period ends. If the introductory period is extended, all disciplinary action and/or dismissal will be for just cause only, and the CLS will have recourse to the grievance procedure during the additional introductory period.

The introductory CLS will have his/her benefits started based on the individual benefit and according to Sections 19 and 20. There will be no loss of benefits as a result of the CLS's initial introductory period and/or additional introductory period.

The introductory CLS will be given written notice of unsatisfactory performance or failure to adhere to PAMF/PAD rules. This notice will include a warning that future poor performance or misconduct during the introductory period will result in termination.

**B. Reinstatement and Transfer**

A CLS who is reinstated or transfers to a different position must complete a new ninety (90) calendar day introductory period. This period will be without loss of benefits or seniority. All disciplinary action and/or dismissal will be for just cause only; and the CLS will have recourse to the grievance procedure. If the CLS fails to successfully complete the new introductory period, the CLS is subject to one (1) of the following actions:

- (1) If the CLS's previous position is still vacant and the CLS's documented performance record for the previous position was satisfactory, the CLS will be returned to his/her previous position. This condition is in no way intended to restrict PAMF/PAD from taking action to fill the CLS's previous position during the CLS's new introductory period.
- (2) If the CLS's previous position is unavailable and the CLS documented performance record for the previous position was satisfactory, a reasonable attempt will be made by PAMF/PAD to a position comparable in wages, hours and conditions of employment to his/her previous position.
- (3) The Union will be notified if the CLS does not successfully complete the new introductory period. This period may be extended up to an additional ninety (90) days for just cause with a Performance Improvement Plan initiated, or he/she may be subject to termination of employment.

## SECTION 7.

## POSITION QUALIFICATIONS

### A. Minimum Qualifications for a Clinical Laboratory Scientist

1. Possession of a valid California Scientist's license.
2. Ability to perform both routine and difficult procedures in the laboratory.

### B. Minimum Qualifications for a Senior Clinical Laboratory Scientist

1. Possession of a valid California Scientist's license.
2. Minimum of three (3) years of continuous experience as a licensed Clinical Laboratory Scientist.
3. The ability to perform with minimum supervision, all routine procedures and the most advanced procedures in the laboratory.

### C. Minimum Qualifications for a Team Leader

1. Possession of a valid California Scientist's license.
2. Minimum of three (3) years of continuous experience as a Senior Clinical Laboratory Scientist.
3. The ability to perform all procedures in area assigned without supervision.

### D. Promotion from Clinical Laboratory Scientist to Senior Clinical Laboratory Scientist

The minimum requirements for promotion shall be:

1. Fulfillment of the tenure requirements set forth above.
2. The specifications for Senior Clinical Laboratory Scientist.
3. The demonstrated abilities to perform the duties of the classifications as evidenced by the quality of work as a Clinical Laboratory Scientist.
4. The Clinical Laboratory Scientist must be able to advise and train lab trainees, lab assistants, lab aides, lab technicians, and other clinical laboratory scientists.
5. Clinical Laboratory Scientists who have completed Step 2 of the Clinical Laboratory Scientist's salary range, and who meet or exceed standards on their performance evaluation will be promoted to Step 1 of the Senior Clinical Laboratory Scientist salary range if they are currently at Step 2 of the Clinical Laboratory Scientist's salary range. Clinical Laboratory Scientists who have completed step 3 of the Clinical Laboratory Scientist's salary range, and who meet or exceed standards on their performance evaluation will be promoted to Step 2 of the Senior Clinical Laboratory Scientist's salary range. Promotion shall not be unreasonably denied.

Clinical Laboratory Scientists who are denied promotion shall remain at their current step of the Clinical Laboratory Scientist salary range and be reevaluated for promotion in six (6) months.

Laboratory Management shall be the sole judge of the Clinical Laboratory Scientist's abilities to so perform, but advancement under these provisions shall not be unreasonably denied.

E. **Promotion from Senior Clinical Laboratory Scientist to Team Leader**

The minimum requirements for promotion from Senior Clinical Laboratory Scientist to Team Leader shall be:

1. Fulfillment of the minimum qualifications set forth above.
2. The demonstrated abilities to perform the duties of the position as demonstrated by the quality of work as a Senior Laboratory Scientist.

Laboratory Management shall be the sole judge of the Senior Clinical Laboratory Scientist's abilities to so perform, but advancement under these provisions shall not be unreasonably denied. Advancement is not based solely on tenure, but on the filling of a vacancy or creation of a new area (e.g., different location and/or site). PAMF/PAD shall determine how many Team Leader positions will be established or maintained.

**SECTION 8. SENIORITY**

Seniority shall be defined as a Clinical Laboratory Scientist's total length of service in the bargaining unit with the Employer. Seniority shall be a factor in the process for layoff and recall, job bidding, and the assignment of the following: extra hours, overtime, educational leave, PTO vacation, and other time off. Seniority also applies for purposes of benefit accrual and eligibility, i.e., PTO, pension, Service Recognition.

**SECTION 9. LAYOFF /RECALL AND SEVERANCE PAY**

A. **Layoff**

In the event of a layoff or a reduction of regular hours due to lack of work, the affected Clinical Laboratory Scientist shall be given four weeks notice during which time volunteers first will be sought, then layoffs will be determined in the following order:

- (1) Clinical Laboratory Scientists with documented history of serious performance problems within the last 12 months.
- (2) Clinical Laboratory Scientists with the least seniority within the organization, provided the remaining Clinical Laboratory Scientists are qualified to perform the available work after an appropriate retraining period.

An eliminated Clinical Laboratory Scientist at one facility shall have the option to displace the least senior employee in another facility on the same shift who has less seniority than the displacing employee. If there is no less senior employee on the displacing employee's shift s/he shall have the option to displace the least senior employee on another shift. Any employee displaced in this procedure shall have the return rights described below.

B. **Recall**

Clinical Laboratory Scientists who are laid off (except those with documented history of serious performance problems in the last 12 months) shall be returned to work in order of seniority. Laid off Clinical Laboratory Scientists (except those with documented history of serious performance problems) shall retain seniority until a) they have been placed in a relatively equal position, b) they have refused a position with the same hours, classification, and shift, or c) one year has elapsed from the date of layoff. All per diem hours shall be offered first to laid off Clinical Laboratory Scientists.

C. **Severance Pay For Permanent Reduction In Force**

Clinical Laboratory Scientists who are permanently laid off without the possibility of recall, pursuant to the provisions of this Section, shall be paid the following severance benefits in addition to the required four week notice:

- (1) Each Clinical Laboratory Scientist who is permanently laid off or who volunteers to be permanently laid off shall be paid severance in an amount equal to one weeks pay for every year of service up to twenty-six (26) weeks maximum and;
- (2) In addition, health, dental, and vision care coverage will continue for all Clinical Laboratory Scientists who have been permanently laid off or have volunteered to be permanently laid off, for the same period of earned severance and at the same rate as if actively employed by the Employer. Volunteers for permanent layoff will be entitled to unemployment benefits without challenge by the Foundation and;
- (3) Any Clinical Laboratory Scientists laid off pursuant to the provisions of this Section, may at the option of the Employer, be rehired without loss of status (seniority or level of benefit accrual) unless more than one (1) year has elapsed from the effective date of layoff.

**SECTION 10.**

**JOB VACANCIES AND JOB POSTINGS**

When a vacancy for a position subject to this Agreement occurs in the Laboratory, a notice of that vacancy shall be posted in a location accessible to all Clinical Laboratory Scientists for a minimum period of five (5) days before the Employer fills the vacancy on a permanent basis. The Employer may indicate qualifications for the vacant position on the posting. This does not prevent the Employer from filling the vacancy on a temporary basis during the five-day posting period. This provision for posting of job vacancies is for the information of Clinical Laboratory Scientists so that they may apply for any job vacancy for which they think they are qualified. It shall be the policy of the Employer to give first priority to PAMF/PAD Clinical Laboratory Scientists for filling of lateral vacancies and promotional positions covered by this Agreement. When qualifications are approximately equal, seniority shall be the deciding factor in who is selected to fill the position. The

determination of who shall fill the job vacancy shall be at the determination of PAMF/PAD Administration and/or Clinical Laboratory Scientist Supervisors based on the above criteria.

## **SECTION 11. PERFORMANCE REVIEW**

Each Clinical Laboratory Scientist shall be given a performance review in writing at the end of each month of the introductory period (first three months for full-time and part-time status employees; first six months of employment for on-call employees and those who work less than 16 hours per week) and annually thereafter on his/her anniversary date. If the Clinical Laboratory Scientist has his/her introductory period extended, at the end of each month that it is extended he/she will be given a performance review in writing. The performance review shall be written by the Clinical Laboratory Scientist's supervisor, with input from the appropriate immediate peer personnel. A copy of the appropriate job description will be given to the employee upon his or her review.

The completed Performance Review will be shared with the Clinical Laboratory Scientist in a private setting away from the work station. In this meeting, the immediate supervisor will explain the ratings and comments on the Performance Review. The meeting will also include a discussion of the objectives for the coming year. There will be time allotted for discussion and/or rebuttal. The Performance Review shall be signed by the Clinical Laboratory Scientist to indicate that s/he is aware of its contents, but this does not indicate agreement with the results of the review. If a Clinical Laboratory Scientist is unhappy with the way the review was conducted or is in dispute with any of the wording, they may write a rebuttal which will be included as part of the appraisal in the Clinical Laboratory Scientist's personnel file. In addition, they may also discuss the disagreement with the Laboratory Administrative Director or a Human Resources representative. All input given to any of these managers will become a factor in evaluating the immediate supervisor. A Clinical Laboratory Scientist may grieve a performance review which may result in a loss of pay or status.

## **SECTION 12. HOURS OF WORK AND OVERTIME**

### **A. Straight-Time Work Week**

The work week starts at 12:01 A.M. Sunday and ends at Midnight Saturday. The straight time workweek shall not exceed forty (40) hours per week.

### **B. Scheduling**

Schedules of starting and quitting times and days off for regular employees will be posted by the Employer no less than twenty-one (21) days in advance, subject to emergency situation changes. When CLS change becomes necessary, as much advance notice as possible will be given for overtime requirements, operational circumstances permitting. When it becomes necessary because of emergency situations to change work schedules (within 24 hours of shift coverage), such changes in schedule will be made by management if available or relief Supervisor or relief Team Leader previously designated by management. The designated

relief Supervisor or Team Leader will receive the relief of higher level position differential for performing these duties. Schedule changes will be made according to the following procedure:

- (1) Hours to be covered will be offered to Per Diem employees first, to fulfill their two day per month commitment to keep current with our operation and competency. Once the Per Diems have been scheduled the required two days for core competency, hours will be offered to part-time or short-hour Clinical Lab Scientists by seniority, beginning with the most senior.
- (2) Clinical Laboratory Scientists who report for work in a coverage situation in less than 24 hours from the time of first notice will be paid at two (2) times their basic hourly rate for only the hours worked in the coverage assignment. Notification must be made verbally by either phone/voicemail or in person. This provision only applies to status benefited Clinical Laboratory Scientists.
- (3) An employee's shift assignment will be changed only in response to operational requirements. In such event, consideration will be given to the desires of the affected employees. If there is no mutual agreement, changes will be made in reverse order of seniority on a rotating basis provided the Clinical Laboratory Scientist is qualified.

C. **Straight-Time Workday**

The straight-time workday shall not exceed eight (8) hours per day worked within a period of not more than nine (9) consecutive hours. Each Clinical Laboratory Scientist who works an eight (8) hour shift shall receive a lunch period of either one-half hour or one hour as determined by the Employer. A Clinical Laboratory Scientist's lunch period shall not exceed one hour. The Foundation will use its best efforts to release Clinical Laboratory Scientists promptly for their designated lunch periods

D. **Overtime Compensation**

A Clinical Laboratory Scientist shall be compensated for all work in excess of eight (8) hours per day or forty (40) hours per week at the rate of one and one-half (1-1/2) times his/her basic straight-time hourly rate. Double time shall be paid for all work in excess of twelve (12) hours per day. Payment of overtime rates shall not be duplicated for the same hours worked. By written agreement between the Employer and the employee, a workweek for an employee may be established which provides for not more than four (4) scheduled workdays of ten (10) hours each. In such event the employee shall be compensated for all work in excess of ten (10) hours per day or forty (40) hours per week at the rate of one and one-half (1-1/2) times his/her basic straight-time hourly rate. The written agreement may be cancelled by either the Employer or the Employee on thirty (30) days written notice to that effect to the other party.

E. **Saturday work**

If a Clinical Laboratory Scientist (CLS) who is regularly scheduled to work 20 or more hours per week, works a 5-hour Saturday Shift, his/her pay for Saturday will include the following premium:

<u>Regular Hours per Week</u>	<u>Saturday Premium Hours Paid</u>
40	3
32	2
28	1.5
20	1

If, due to heavy workload, the CLS is required to work more than 5 hours, he/she will still receive pay for the Saturday Premium hours per the schedule above or the hours actually worked, whichever is greater. For example:

- (1) An employee regularly scheduled to work 40 hours per week is scheduled to work 5 hours on a Saturday, but works 6 ½ hours to complete their work. He or she will be paid for 8 hours.
- (2) An employee regularly scheduled to work 28 hours per week is scheduled to work 5 hours on a Saturday, but works 7 hours to complete their work. He or she will be paid for 7 hours.
- (3) An employee regularly scheduled to work 20 hours per week is scheduled to work 5 hours on a Saturday, but works 5 ½ hours to complete their work. He or she will be paid for 6 hours.

It is expected that employees who are scheduled to work 5 hours on a Saturday will stay as long as it takes to complete their work..

Individual Clinical Laboratory Scientists will take equivalent time off during the week for time worked on Saturday. For those CLS's who are losing hours from their regular workweek because of the Saturday schedule, they may either arrange their workdays to pick up the lost hours or use their PTO to make up for the hours lost.

Clinical Laboratory Scientists, who are regularly scheduled to work on Saturdays, will receive a .5 hour Saturday premium.

A CLS who is filling in for a weekend CLS on a 7 ½ hour shift will receive Saturday premium hours based on the above table for a five hour shift. When Saturday hours worked are less than 8 hours, Saturday Premium Hours Paid plus hours worked shall not exceed 8 hours. When Saturday hours worked exceeds 8 hours, then overtime compensation will apply.

**G. Shift Differential**

Shift differential applies to regular full-time, part time, and short hour Clinical Laboratory Scientists; or introductory or on-call Clinical Laboratory Scientists in the following scenarios:

- (1) Clinical Laboratory Scientists who work 50% or more of their week day shift after 4:00 p.m. will be paid a 10% differential in addition to their regular base pay for all hours worked.

- (2) Clinical Laboratory Scientists who work on a Saturday, or any recognized Holiday shall receive a 10% differential in addition to their regular base pay for all hours worked.
- (3) Clinical Laboratory Scientists who work on Sunday shall receive a 15% differential in addition to their regular base pay for all hours worked.
- (4) Clinical Laboratory Scientists who work 50% or more of their shift between 12:00 midnight and 8:00 a.m. will be paid 20% shift differential in addition to their regular base pay for all hours worked.
- (5) All shift differentials are included with regular straight-time base pay when computing overtime pay. For CLSs whose positions are designated PM or night shift, their shift differentials will be included when computing paid time off (i.e., PTO, ESL, Jury Duty, Bereavement or Education Pay).
- (6) CLSs who work a PM or night shift on a Saturday or Sunday shall receive both the shift differential for the PM/night shift and the Saturday/Sunday shift differential.

H. **12-Hour Rest Period**

All Clinical Laboratory Scientists will have an unbroken rest period of 12 hours between shifts. All hours worked within the 12-hour rest period shall be paid at the rate of time and one-half.

I. **Stand-by And Call-back**

Stand-by and Call-back Defined - Stand-by duty is defined as a scheduled assignment for the unit member to stand-by and be available for recall to the Clinic should the need arise. Call-back is defined as a call requesting a unit member to return to work after the unit member has left the Clinic and before her/his next regularly scheduled shift.

**Stand-by Pay**

Any unit member who is placed on stand-by duty other than on a recognized holiday shall receive pay at the rate of 1/2 times her/his straight time hourly rate of pay for all hours s/he is on stand-by. On recognized holidays other than float holidays the unit member assigned to stand-by shall be paid 3/4 times her/his straight time hourly rate of pay.

**Call-back While on Stand-by**

If a unit member is required to report to work while on stand-by, s/he shall be paid 1-1/2 times her/his hourly rate of pay for all hours worked and s/he shall be guaranteed a minimum of 4 hours work or pay.

**Call-back While Not on Stand-by**

Premium pay for call-back applies only to those hours worked prior to the unit members next regularly scheduled shift. Unit members called back to work shall be paid 2 times their hourly rate of pay and shall be guaranteed 4 hours work or pay. Any unit member may decline call-back while not on stand-by.

**SECTION 13. HOLIDAYS**

A. **Recognized Holidays**

Effective the first full pay period beginning March 8, 2009, premium pay will be paid on the following recognized holidays:

- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Day
- New Year's Day

“Any additional holidays granted to PAMF/PAD employees, will not be withheld from Clinical Laboratory Scientists by reason of this agreement.”

B. **Holidays Worked**

In the event a Clinical Laboratory Scientist is required to work on any of the recognized holidays, he/she shall receive time and one-half (1-1/2) for all hours worked on said holiday in addition to having accrued prorated holiday pay.

C. **Premium Pay for Christmas Eve and New Year's Eve**

The Clinical Laboratory Scientist shall receive time and one-half (1 ½) for all hours worked after 12:00 noon on Christmas Eve and/or New Year's Eve.

**SECTION 14. PAID TIME OFF (PTO)**

A. **Accrual of PTO**

1. Employees hired prior to January 1, 2006, will accrue PTO based on their actual straight-time hours of work based on the following schedule until March 7, 2009:

<u>Length of Service</u>	<u>PTO</u>	<u>40 hours</u>	<u>35 hours</u>	<u>20 hours</u>
0-12 months	15 days	120 hours	105 hours	60 hours
13-24 months	17 days	136 hours	119 hours	68 hours
25-48 months	22 days	176 hours	154 hours	88 hours
49 months & over	27 days	216 hours	189 hours	108 hours

2. Employees hired on or after January 1, 2006, will accrue PTO based on their actual straight-time hours of work based on the following schedule until March 7, 2009:

<u>Length of Service</u>	<u>PTO (includes Holidays)</u>
1-4 Years	26 days
5-9 Years	31 days
10-15 Years	36 days
16+ years	41 days

Maximum accrued limit 400 hours

Part-time employees who work less than a full-time straight-time week (40 hrs.) shall accrue PTO on a prorated basis. The proration shall be based on the ratio of actual hours worked in the week to the full straight-time workweek. (See accrual example above for employees working 35 and 20 hour weeks.)

3. **Effective pay period beginning March 8, 2009**

Benefited Clinical Laboratory Scientists accrue PTO from their first day of employment based on their actual hours worked with the exception of overtime hours. PTO hours are used for the paid recognized holidays and may be used for vacation, illness, family emergencies, religious observance, preventative health or dental care, personal business and other elective absences.

Accrual Schedule for Full-Time Clinical Laboratory Scientists effective pay period beginning March 8, 2009:

<u>Months of Service</u>	or	<u>Years of Service</u>	<u>Annual Accrual</u>
0-23 months		0-1 year	28 days PTO
24-59 months		2-4 years	33 days PTO
60-119 months		5-9 years	38 days PTO
120 months & over		10+ years	42 days PTO

Part-time employees who work less than a full straight-time week (40 hrs.) shall accrue PTO on a prorated basis. The proration shall be based on the ratio of actual hours worked in the week to the full straight-time workweek.

B. **PTO Eligibility**

All full time and regular part time employees are eligible to utilize accrued PTO.

C. **The Use of PTO**

1. Paid Time Off (PTO) is designed to meet on a fair and equitable basis the employee's need for personal time off while providing the employee with protection in the event of serious illness.
2. PTO days (or hours) may be used for vacation, minor illness, family emergencies, religious observance, preventative health or dental care, personal business and other elective absences.
3. The Employer endeavors to maintain optimum efficiency and staffing. There will be no set annual period for taking PTO time. With the exception of emergency or illness, PTO must be scheduled ahead of time with the approval of the supervisor. A request for excused absence form should be completed. The Clinical Laboratory Scientist must have enough PTO accrued at the time a requested vacation is to be taken.

D. **PTO Minimum Utilization**

A minimum of 5 successive workdays per year must be used from anniversary date to anniversary date.

E. **PTO Maximum**

The maximum accrual of PTO is 460 hours for all benefited CLSs. Hours over 400 will be automatically cashed out twice per year (April and October) without a 6% penalty. Voluntary cash out of PTO can be voluntarily elected twice per year (May and November) with a 6% penalty.

PTO accrual will be suspended if the employee's PTO hours balance equals the amount indicated above. PTO accrual will start again on the pay period after the employee's balance is reduced below his/her PTO maximum accrual balance.

F. **Payment Upon Termination**

The employee will receive payment for all PTO hours accumulated at the time of termination.

G. **Vacation Scheduling and Coverage**

Crossed trained Clinical Laboratory Scientists MUST be available for vacation coverage. At least one Clinical Laboratory Scientist may be off at any one time, and additional Clinical Laboratory Scientists may be allowed to take off at the supervisor's discretion. Vacation bids for the following year will be submitted at a certain date, then all evaluated at the same time. If more people sign up for specific blocks of time allowable for minimum staffing, those employees with conflicting times must negotiate among themselves for the available time. If agreement is not reached, it will be decided by seniority.

If an employee wishes to change her/his PTO after the schedule is set. S/he will have to find an available week or negotiate one. After the calendar is set, additional requests must be submitted to the Lab Supervisor prior to being included on the master calendar.

H. **PTO Hardship Distribution**: Provisions per HR policy.

I. **PTO Cash Out**

1. Eligibility: All benefited employees who have a PTO bank balance of at least 80 hours
2. "Cash Out" Frequency: Twice a year in the first pay periods of May and November
3. Requirements:
  - Employee can only cash out hours that will maintain a balance of 80 hours in his/her PTO bank.
  - Employee cannot cash out more than 80 hours per request (maximum annual "cash out" of 160 PTO hours).
  - Employee must take at least a total of 10 days (80 hours) of PTO in the last rolling 12 months prior to cash out.
  - A PTO "Cash Out" Request Form must be completed and submitted to Human Resources.
4. Process:
  - PTO hours will be deducted from the employee's PTO bank.
  - Such hours will be converted to dollars based on employee's current hourly salary including any shift differential (note: employee does not get pension credit for the hours but does get pension credit for the compensation value).
  - PTO "cash out" will be subject to 6% penalty/forfeiture based on PTO hours in addition to all applicable payroll taxes.
5. PTO Hours "Cash Out" is in addition to current PTO "Cash Out" Due to Hardship provision (ref. Human Resources Policy 420: Paid Absence Program).

## **SECTION 15. EXTENDED SICK LEAVE ACCOUNT (ESL)**

A. The ESL days are intended to be used by the employee in the event of a serious illness. All regular full time and regular part time employees are eligible to utilize accrued ESL starting:

- (1) After 5 consecutive days off per sickness occurrence provided absence is certified by a physician;
- (2) Immediately if entering the hospital on inpatient basis;
- (3) Immediately if undergoing outpatient surgery;
- (4) Immediately if suffering loss days due to a workplace accident.

**Effective March 8, 2009, the accrual of ESL will discontinue.** Accrued ESL balances may be used as outlined above and in accordance to HR policies until exhausted.

## **SECTION 16. CONVENIENCE TIME OFF (CTO)**

### **Effective Pay Period Beginning March 8, 2009**

#### Definition

- A. "PAMF/PAD Convenience Time Off" is defined as a day and/or part of a day without pay and without loss of benefits and/or seniority. Convenience Time Off (CTO) is not pre-scheduled time off.
- B. The length of CTO will be declared at the time the CTO is issued.
- C. Once a CTO is accepted by the CLS, he/she will not be required to be available for work.
- D. The CLS will not be required to use PTO to cover voluntary CTO.
- E. When staffing requirements at PAMF/PAD show that one (1) or more CLS(s) within a service, department or cost center are not required to report to work, the Clinical Manager may grant CTO to the CLS(s) scheduled to work.
- F. For the purpose of determining which CLS receives a CTO, seniority is the tie-breaker within a category when all else is equal.

CTO will be given, whenever possible, in the following order:

- 1. Full-time/part-time CLS(s) working over status at the request of PAMF/PAD, by inverse CTO assigned hours.
- 2. Full-time/part-time CLS volunteers, by inverse CTO assigned hours
- 3. Short-Hour CLS volunteers, by inverse CTO assigned hours
- 4. On-Call (Per Diem) CLS volunteers, by inverse CTO assigned hours
- 5. Short-Hour CLS(s), by inverse CTO assigned hours
- 6. Traveler CLS(s)
- 7. Temporary status CLS(s)
- 8. Full-time/part-time CLS(s) working within status, by inverse CTO assigned hours
- 9. Full-time/part-time CLS(s) working under status, by inverse CTO assigned hours

The final decision will be based on patient safety and cost center requirements.

**SECTION 17. BEREAVEMENT LEAVE**

When a death occurs in the immediate family of a Clinical Laboratory Scientist, he/she shall be entitled to a leave of absence of three (3) days with pay. Immediate family is defined as: spouse, recognized domestic partner (i.e., as defined by the State of California and/or PAMF/PAD domestic partner procedural guidelines), sister, brother, daughter, son, mother, father, current mother-in-law, current father-in-law, grandfather, grandmother, or grandchild, or In Loco Parentis. In the case of a death in the immediate family as so defined, where the funeral is held outside of California, the employee shall be entitled to an additional leave of absence of one (1) day with pay provided the employee attends the funeral.

**SECTION 18. JURY DUTY**

A Clinical Laboratory Scientist called for jury duty shall receive his/her full normal salary while on jury duty up to a maximum of 60 consecutive calendar days effective the first day of the month following completion of his/her initial introductory period. However, this shall only be applicable if the employee is on jury duty on days which s/he is normally scheduled to work. An employee's salary payment under this Section will be in addition to any jury duty fee s/he may receive. As a condition to receiving his/her normal salary while on jury duty, the employee must notify PAMF/PAD as soon as reasonable after s/he receives notice to report for jury duty (normally within twenty-four hours) and must cooperate in trying to be excused if PAMF/PAD so desires. Also, as a condition to receiving his/her salary while on jury duty, the employee must produce a receipt from the Jury Commissioner that s/he has been called or served if such receipts are provided. If such receipts are not provided, the Clinical Laboratory Scientist must submit other evidence that s/he has been called for jury duty.

**SECTION 19. EDUCATIONAL ALLOWANCE**

The Employer will reimburse Clinical Laboratory Scientists up to 100% of approved educational expenses to a maximum of \$1,000.00 (maximum is prorated based on employee's standard hours) per year, effective January 1, 2009. In addition, a maximum of five (5) paid educational days may be approved per year. This time may be taken either as paid time off for courses scheduled on an employee's regularly scheduled work time or as compensatory time off for courses scheduled on the Clinical Laboratory Scientist's non work time. In addition, Clinical Laboratory Scientists can utilize up to sixteen (16) hours of their earned paid educational leave per year, to complete pre-approved home study courses during their non work time.

- A. Educational Allowance may include:
1. Educational tuition for accredited course work or home study courses.
  2. Seminar registration fees.
  3. Applicable travel expenses and meals.

4. A Clinical Laboratory Scientist's membership dues in an applicable professional organization (this does not include ESC Local 20 or any other union dues).
  5. Subscriptions to technical trade magazines.
  6. 50% of a Clinical Laboratory Scientist certification or licensure.
- B. All requests for educational allowance must be applicable to Clinical Laboratory Scientist's current position or other positions within the Foundation. Requests must be made at least thirty (30) days in advance on a "request for Educational Allowance Form". Forms may be obtained from Clinical Laboratory Scientist's supervisor, the Administrative Director of the Laboratory, or the Human Resources Department. All requests must be approved by the Director of the Laboratory and the Human Resources Department. The Employer will consider requests for educational allowance made less than thirty (30) days in advance when knowledge of the course or seminar is not available to the Clinical Laboratory Scientist thirty (30) days in advance.
- C. The maximum benefit allowed, \$1,000.00 per calendar year is prorated based on an employee's standard hours (i.e., a 20 hour employee will have 50% of \$1,000.00 annual benefit or \$500.00 available). Forty hour Clinical Laboratory Scientists are considered full-time and eligible for the full \$1,000.00 benefit. Paid educational days are not prorated.
- D. Short-Hour / On-Call Clinical Laboratory Scientists who have been employed by the Foundation for a minimum of 90 days and who have worked an average of 16 hours per week in the three month period prior to an educational allowance request, shall have a maximum educational allowance of \$200.00 per year, but no paid educational leave days.

## **SECTION 20. LEAVE OF ABSENCE**

Leaves of absences, other than those explicitly included in this agreement, will be executed in accordance with Human Resources policies, which will be reviewed by the CLS LMAC or Union prior to any changes. A leave of absence (LOA) is an approved period of time where unusual or unavoidable circumstances require prolonged absence for greater than 7 working days. To request a leave of absence, the employee must complete a Request for Leave of Absence Form available from Human Resources. The request form must be approved by the immediate supervisor, next level manager and Human Resources. When required, appropriate verification should be attached to the Request Form prior to returning the form to Human Resources for final approval.

- A. **FMLA/CFRA Medical and Family Care Leave of Absence/ California Employment Sick Leave Act**  
PAMF/PAD will continue to comply with all current and future State and Federal laws regarding Medical and Family leave and other protected leaves of absence, and ADA accommodation.

### Employee Rights

Violations of this section will be subject to the Grievance and Arbitration provisions of this Agreement without prejudice to the Clinical Laboratory Scientists' right to go to Court.

#### B. **Military Leave of Absence**

A Military leave of absence is granted to eligible employees who request such leave in order to perform active duty or training in the United States Armed Forces, Reserves, or National Guard, whether voluntarily or involuntarily. There is no length of service requirement. A military leave may be requested by any employee, except those having temporary employment status.

#### Compensation

PAMF/PAD will continue to pay the employee's regular pay (based on standard hours), integrated with military pay, for up to six months. Administration will evaluate the status of the conflict at the end of six months to consider extension of integrated pay.

#### Insurance

PAM/PAD will provide employees on Military leave extended benefits coverage for all enrolled benefit plans. Administration will evaluate the status of the conflict at the end of six months to consider extension of the subsidized period for up to an additional twelve months.

#### Service

Employees who return to work within five years (or additional time as required by law) are treated as not having had a break in service. Service credit is given for vesting and benefit accrual.

#### C. **Domestic Violence Leave**

Employees who are victims of domestic violence are granted *unlimited* time off with pay (accrued PTO or ESL, whichever is applicable) or without pay to:

- Seek medical attention for injuries caused by domestic violence.
- Obtain service from a domestic violence shelter, program or rape crisis center.
- Obtain psychological counseling related to the domestic violence, or,
- Take action to increase safety from future domestic violence, including relocation.

Advance notice is required if feasible. When an absence is unscheduled, the supervisor may require certification that it is a qualifying absence. PAMF will maintain the confidentiality of the employee requesting leave to the extent allowed by law.

#### Service

Employees on an approved Domestic Violence leave of absence will retain their service date for all paid time on leave. Employees on unpaid Domestic Violence leave will have their service date and seniority adjusted upon return to active service. Benefits will be handled per Human Resources policy.

D. **Return from Leave of Absence**

An employee returning from a Personal Leave of sixty days or less shall be reinstated to his/her former job assignment at a step no lower than the employee's step when the leave was granted. The Employer will make a reasonable effort to reinstate a Clinical Lab Scientist to his/her former job assignment upon return from a personal leave of absence of sixty (60) days. However, if it is unreasonable to provide such accommodation, the employee shall be reinstated to a position which may not be the former job assignment or within the Clinical Lab Scientist's former department.

A Clinical Lab Scientist returning from FMLA/CFRA leave is guaranteed employment in the same or similar position if he/she returns from leave within 12 weeks without loss of service or benefit entitlement. Employees whose leave of absence extends beyond 12 weeks will have no assurance of reinstatement. Employees may be rehired subject to current business conditions provided suitable openings exist for their skills. If an employee is ready to return to work and no position is available for which he/she is qualified, after a maximum of four (4) weeks search with no results, the employee will be terminated.

E. **General**

Employees will not accrue PTO or ESL during an unpaid leave of absence. No holiday pay will be paid to an employee on leave for any PAMF observed holiday. No bereavement pay will be paid to an employee on unpaid leave of absence.

**SECTION 21. RELIEF OF A HIGHER LEVEL POSITION**

When a Clinical Laboratory Scientist, a Senior Clinical Laboratory Scientist, or a Team Leader is assigned the duties of a higher level position (i.e., Supervisor, Team Leader or other higher classifications) for any period of time, they shall receive a differential premium of 10% of their base hourly wage for performing such duties. There will be a guaranteed minimum of four (4) hours pay per day for the employee assigned duties of a higher level position.

**SECTION 22. REST PERIODS**

Each Clinical Laboratory Scientist shall be granted a rest period of fifteen (15) minutes during each four (4) hours of his/her shift without deduction in pay.

**SECTION 23. GROUP MEDICAL COVERAGE, VISION CARE, AND DENTAL PLAN**

The benefits, applicable eligibility requirements and other terms and conditions of the present Medical, Vision and Dental programs provided by the Employer in effect at the execution date of this Agreement, including, but not limited to, the applicable Employer and employee dollar contribution requirements, shall continue during the term of this Agreement. The Employer shall have the right to alter the carrier of any of the plans enumerated in this section provided the benefits are not substantially altered. Thirty days prior to any announcement of change in carrier the Employer shall notify the Union of any such proposed change and upon the Union's request shall meet with the Union to review the proposed change and receive the Union's input and suggestions concerning the change. If PAMF/PAD and the Union do not agree on the proposed changes, the benefits of the Plan will not be changed during the term of this Agreement.

The cost of such benefits shall be paid as follows:

A. **Medical**

The Employer will pay 90% of the cost of medical premiums and 10% will be paid by the employee. The cost of dependent medical coverage is paid by the employee.

Palo Alto Medical Foundation/Palo Alto Division's basic Medical Plan shall apply to a new employee on the first day of the month following completion of one month of service.

Medical services are available to all eligible employees, their spouse and all unmarried children under age 19. Children who are full-time students may be included up to the end of the calendar month in which they attain age 25. Children may be adopted, stepchildren living at home and unmarried children of any age incapable of self-support and entirely dependent on the employee, pursuant to IRS regulations.

Palo Alto Medical Foundation/Palo Alto Division employees are responsible for paying all Medical Co-payments and/or deductions. SutterSelect's physician charges for office visits on the EPO base plan is currently \$15 co-pay for PAMF providers.

Palo Alto Medical Foundation/Palo Alto Division will offer at least one (1) Three tiered (HMO, or EPO, PPO, Out of Network) Plan, in addition to an HMO or EPO base plan to provide an employee choice.

Employees who qualify for medical benefit coverage but choose not to participate in the health insurance plan and who provide the Employer with proof of individual coverage under another insurance plan will receive a monthly taxable rebate of \$50.00.

B. **Vision**

The vision benefits include an annual exam for a co-pay of \$10 in network, \$20 co-pay in the Plus network, and for out of network the employee is responsible for paying the balance over \$40. Benefit coverage for the cost of eyeglass lenses, eyeglass frames, and contact lenses vary between the network, Plus network and out of network coverage categories as well as type of frame or lens chosen.

PAMF/PAD's Vision benefits shall apply to a new employee on the first day of the month following one month of service.

C. **Dental**

The Employer will pay 90% of the cost of dental premiums and 10% will be paid by the employee. The cost of dependent coverage is paid for by the employee.

PAMF/Palo Alto Division dental coverage offers two plans: an HMO plan and a PPO plan. Orthodontia services are offered under both plans. This summary is for services provided by "In Network" providers for both plans.

The HMO plan orthodontia services provide 100% coverage after a \$350 startup fee and \$1,600 child or \$1,800 adult co-pay. The PPO orthodontia services provides 50% coverage up to \$1,500 lifetime maximum per eligible person; the participant must be enrolled in the PPO Plan for 12 continuous months prior to receiving orthodontia benefits. The HMO plan has no annual deductible or maximum for authorized covered services. The PPO plan has a \$25 per calendar year, per covered person (3 max) deductible, and a \$1,500 calendar year per person maximum for all covered dental services. For a detailed explanation of benefits, refer to the individual plan descriptions.

PAMF/PAD's Dental Plan shall apply to a new employee on the first day of the month following one month of service. Employees who qualify for dental benefit coverage but choose not to participate in the health insurance plan will receive a monthly taxable rebate of \$10.00.

**SECTION 24. BENEFIT PLANS (OTHER THAN GROUP MEDICAL)**

A. **Flexible Spending Accounts**

Flexible Spending Accounts include a premium conversion account and two flexible spending accounts, one for health care expenses, one for dependent care. There are important differences among them, but the important feature they have in common is the way they let Clinical Laboratory Scientist pay with tax-free dollars expenses usually paid from after-tax salary. The contributions made toward accounts are withdrawn from the Clinical Laboratory Scientist's salary before income taxes are withheld. The Clinical Laboratory Scientist pays no state, federal or social security taxes on the money that goes into any Flexible Spending Account.

All regular full-time and part-time employees of PAMF/PAD who work 20 or more hours a week are eligible to enroll in Flexible Spending Accounts. New hires may enroll on the first day of the month following 30 days of continuous employment. All eligible employees may enroll during the annual open enrollment period (usually in November), with participation effective on the following January 1.

B. **Life Insurance**

PAMF/PAD's current Life Insurance Plan shall apply to an eligible new employee on the first of the month following completion of one month of service. Effective April 1, 2009, each employee is covered for 50% of annual salary up to a maximum benefit of \$50,000. Minimum benefit is \$15,000.

Employee Paid Optional insurance may be elected in increments of \$10,000 up to a maximum of \$250,000. Dependent options are also available as follows:

Spouse: Increments of \$5,000 up to a maximum of \$125,000 but not to exceed 50% of employee's optional life (cost based on employee age).

Child(ren) Live birth to 6 months: \$500 converts to \$10,000 automatically at 6 months of age.

Child(ren) 6 months to 19 years (to 25 if full time student): flat \$10,000 per child(ren) not but to exceed 50% of employee's optional life.

Employee and spouse coverage amounts will reduce to 50% of the original coverage amount at age 70. Premiums vary based on age and amount of coverage.

C. **Long-Term Disability Benefits**

PAMF/PAD's present long-term disability benefits program in effect on the effective date of this Agreement shall be continued in effect for Clinical Laboratory Scientists who are eligible for coverage pursuant to the terms of PAMF/PAD's Long-Term Disability Benefits Program. This refers to the cost of coverage under the program, eligibility for coverage under the program, benefits and all other terms and conditions of the program.

PAMF/PAD's long-term disability benefits program shall apply to an eligible new employee on the first day of the month following completion of one month of service.

The plan provides partial income replacement benefits for a disability resulting from injury or illness sustained on or off the job, following 180 consecutive days of disability. This plan integrates with other social sources (i.e., State Disability Insurance, Workers' Compensation, Social Security, etc.) to provide a combined monthly benefit of 60% of the employee's monthly base earnings. Bonuses, commissions, overtime pay and any other extra compensation are excluded from the definition of earnings under the plan. The maximum monthly benefit payable from all sources combined will not exceed \$10,000 per month. Benefits are payable to age 65 while the employee continues to be disabled.

D. **Retirement Plan**: See Appendix A for plan details, effective April 1, 2009.

E. **Medical Services After Retirement**

### Early Retiree Medical Benefits

Retirees who have completed at least 15 years of service, and whose service plus their age equals 70 or more are eligible. Early retirement is defined as retirement from Palo Alto Medical Foundation/Palo Alto Division before becoming eligible for Medicare (age 65).

To receive this benefit the retiree must have some form of insurance coverage. Coverage may be provided through a spouse, purchased on the outside or purchased at cost through PAMF/PAD. PAMF/PAD will allow eligible employees to purchase the basic group insurance plan at cost until they become eligible for Medicare. Spouses of early retirees are eligible for the same benefits for a maximum of three (3) years or until the spouse is eligible for Medicare, whichever comes first. PAMF/PAD will forgive all copays and all deductibles up to a maximum of \$1,000 per calendar year for services rendered to the early retired employee at PAMF/PAD, provided the employee chooses Palo Alto Foundation Medical Group (PAFMG) – Palo Alto as his/her primary medical group. Spouses will be required to pay all copays or deductibles.

### Retiree Medical Benefits

Retirees who have completed at least 15 years of service, and whose service plus their age equals 70 or more are eligible. This plan is only for retirees who are eligible for Medicare benefits when they leave PAMF/PAD.

Clinical Laboratory Scientists must sign up for Medicare part A and part B coverage and assign benefits to the Palo Alto Foundation Medical Group (PAFMG) – Palo Alto Clinic sites. If the Clinical Laboratory Scientists participates in a Medicare HMO or supplemental Medical Benefit Policy, he/she must also assign that to the Clinic. PAMFG – Palo Alto will forgive all co-pays and deductibles up to a maximum of \$1,000 per calendar year for services rendered to the Clinical Laboratory Scientists at the Clinic providing the Clinical Laboratory Scientists chooses PAFMG – Palo Alto as his/her primary Medical Group.

F. **Credit Union:** Description per PAMF/PAD Benefits Summary.

G. **Short-term Disability Benefit**

Effective the pay period beginning March 8, 2009, all active full time employees working at least 20 hours per week are eligible for this benefit upon completion of 30 days of continuous employment. There is a 7 day accident/sickness waiting period. The weekly benefit is replacement of 60% of employee's wages with a maximum of \$3,500 per week for 26 weeks.

## **SECTION 25. GRIEVANCE PROCEDURE**

The purpose of the procedures set forth herein is to provide the parties with an orderly means of resolving differences which may arise between them.

### **I. Informal Conflict Resolution**

Conflict may arise around issues other than interpretations, application and/or compliance with provisions of this Agreement or whether discharge was for just cause. When this type of conflict arises, the CLS is encouraged to promptly use informal conflict resolution. To facilitate resolution of the conflict, the following resources available to the CLS are as follows:

- a. Management Representatives
- b. Peers
- c. Union Representatives
- d. Employee Assistance Program (EAP)
- e. Human Resources Department

If the informal conflict resolution process is not resolved within 60 days, the parties may proceed to the Grievance procedure below.

## **II. Grievance**

### **A. Definitions**

A grievance is defined as a question or complaint filed by a CLS, the Union or the Employer concerning the interpretation or enforcement of the terms and provisions of this Agreement, the CLS' working conditions, or any claim or complaint concerning a CLS' discharge or discipline.

### **B. Terms of Grievance**

Only the CLS who has successfully completed the initial introductory period of employment is eligible to submit a grievance.

### **C. Timeliness**

The grievance will be submitted no later than fifteen (15) days after the occurrence of an alleged grievance, the date from when the CLS became aware of the occurrence of an alleged grievance, or 15 days after the unsatisfactory conclusion of the Informal Conflict Resolution process.

In determining the number of days for the grievance procedure, Saturdays, Sundays and holidays will be excluded. All other days will be included in determining the number of days regardless of the work schedule of the CLS.

### **D. Adherence to Time Limits**

1. The Employer and the Union agree that grievances should be raised, and settled promptly.
2. Failure of the grievance to proceed within any time limit delineated in this article will constitute a waiver of the claim.
3. Failure of the Employer to act within any time limit delineated will entitle the CLS to proceed to the next step.
4. PAMF will notify the Union in writing of any terminations or disciplinary actions other than verbal counseling so that the Union will have sufficient time to review and respond within the set time limits.

5. However, any of the time limits may be extended by mutual written agreement.

E. **Right to Representation**

1. The CLS will have the right to a Union representative.
2. The CLS may be assisted or represented by the Union representative at any step of the grievance procedure.
3. Attendance of the CLS at any meeting/hearing may be required.

F. **Time Off for Hearings**

The CLS and his/her Union Representative (if an employee of Palo Alto Medical Foundation/PAD) will be granted time off for participation in grievance hearings. The CLS or his/her representative will not lose benefits or seniority as a result of time off related to grievance.

**III. Grievance Procedure**

A. **Step 1 – Filing of Grievance**

1. The Union will file formal notice of grievance in writing to the Vice President of Human Resources.
2. The matter may be referred to the Informal Conflict Resolution process with the agreement of all parties.

B. **Step 2 – Referral or Submission to the Vice President Human Resources**

1. **Review Meeting**

Upon the receipt of the grievance, the Vice President Human Resources or his/her designee will arrange a review meeting within fifteen (15) days with individuals directly involved.

2. **Resolution**

The Vice President Human Resources or his/her designee will provide a written determination of the grievance to the CLS and to the Union within ten (10) days after the review meeting.

C. **Step 3 – Rejection of Determination of the Vice President Human Resources**

If the CLS and/or the Union do not accept the determination of the Vice President of Human Resources or her/his designee, the Union may refer the grievance to the President of the Palo Alto Division of the Palo Alto Medical Foundation. The Union has ten (10) days from the receipt of the determination to submit the written referral to the next level.

D. **Step 4 – Referral to the President of the Palo Alto Division of the Palo Alto Medical Foundation**

1. **Review Meeting**

Upon receipt of the grievance, the President of the Palo Alto Division of the

Palo Alto Medical Foundation or his/her designee will arrange a review meeting with individuals directly involved within fifteen (15) days of receipt.

**2. Resolution**

The President of the Palo Alto Division of the Palo Alto Medical Foundation or his/her designee will provide a written determination of the grievance to the CLS and the Union within ten (10) days after the review meeting.

**E. Step 5 – Rejection of Determination of the President of the Palo Alto Division of the Palo Alto Medical Foundation**

If the Union does not accept the determination of the President of the Palo Alto Division of the Palo Alto Medical Foundation, then within forty-five (45) days of the receipt of the determination, the Union may refer the grievance to arbitration. The Union will notify the Employer in writing of its intention to arbitrate the dispute.

**F. Step 6 – Arbitration Procedure**

**1. Selection of an Arbitrator**

The Arbitrator will be selected by the Union and the Employer. If the Union and the Employer cannot agree upon an arbitrator, either side may request that the Federal Mediation and Conciliation Service supply a list of seven (7) names of arbitrators. The arbitrator will be selected from this list by the alternative striking of names (the first strike being determined by a flip of a coin) and the last name remaining will be the Arbitrator.

**2. Arbitrator**

Arbitration will begin as soon as possible, considering schedules of the representatives of the Employer and the Union. The hearing will be closed unless the arbitrator rules otherwise. Prior to the hearing the Union and the Employer will attempt to agree on a joint submission of the case to the arbitrator. If the parties fail to agree on a joint submission, each will present a separate submission. The joint or separate submission(s) will state the issue(s), and the specific article(s) of the Agreement, which the arbitrator is to interpret or apply.

**3. Resolution**

- a. After the hearing, the arbitrator will render a decision, which will be final and binding on all parties.
- b. The arbitrator will have no power to add to, or subtract from, alter, modify, or amend any of the terms or provisions of this Agreement.
- c. The arbitrator has the authority to award monetary damages to lost wages and/or benefits. However, the arbitrator's award will not be made which violates the condition of this Agreement.

**4. Expenses**

The expenses of arbitration will be divided equally between the Employer and the Union. The expenses will include transcription costs and payment to the arbitrator. Transcription may be waived by mutual agreement of the Employer and the Union.

The Employer and the Union will bear its own expenses of representatives and witnesses.

**SECTION 26. NO STOPPAGES**

The Union agrees that there shall be no stoppages or other interruptions of work, including sympathy strikes, caused by the Union or the employees during the life of this Agreement, and the Employer agrees that there shall be no lockout of Clinical Laboratory Scientists during the life of this Agreement.

**SECTION 27. PREMIUM CONDITIONS**

It is understood that the provisions of this Agreement relating to salaries, hours, and conditions of work are intended to establish minimum terms for the employment of Clinical Laboratory Scientist subject to this Agreement; that so long as the Employer meets these minimum terms it has fully performed its obligations under this Agreement; and that this Agreement is not intended to preclude or discourage the employment of Clinical Laboratory Scientists under terms more favorable to them; and that accordingly if any Clinical Laboratory Scientists are employed on terms more favorable to them, this is to be a matter of individual arrangement between the Employer and such individual Clinical Laboratory Scientists and any such arrangements may be established, continued, terminated or changed at any time without relation to this Agreement.

**SECTION 28. SERVICE RECOGNITION**

**A. Additional PTO**

- Clinical Laboratory Scientists hired before 1/01/73, will receive 10 additional days of PTO on their 30, 35, and 40 year service anniversaries.
- Clinical Laboratory Scientists hired after 1/01/73, but before 1/01/78 will receive two weeks of additional PTO at their 25<sup>th</sup> Service Anniversary and one week of additional PTO on their 30, 35 and 40 year anniversaries.
- All regular Clinical Laboratory Scientists hired after 1/01/78 will receive two additional weeks of PTO on their 25<sup>th</sup> Service Anniversary with PAMF. PTO is prorated based on standard hours.

B. **Service Awards:**  
Clinical Laboratory Scientists receive special service pins at 5 years, 10 years, 15 years, 20 years, and 25 years of service. At 30, 35, 40, and 45 years Lab Scientists receive specially ordered engraved gifts in recognition of significant continuous service.

C. **Service Bonus:**  
Clinical Laboratory Scientists who have completed 10 years, 20 years, 30 years, 40 years, etc. service receive a one-time bonus as follows:

10 years service = \$100.00  
20 years service = \$200.00  
30 years service = \$300.00  
40 years service = \$400.00

## **SECTION 29. JOINT COMMITTEES**

### **A. LABOR-MANAGEMENT ADVISORY COMMITTEE (LMAC)**

A Clinical Laboratory Scientist (CLS) Labor Management Advisory Committee shall be established. The CLS LMAC shall act as an advisory body to the PAMF/PAD Clinical Administration. PAMF/PAD will duly consider such recommendations as made by the CLS LMAC and respond within thirty days.

The Committee will schedule meetings by mutual agreement as necessary to conduct work. The Foundation will release from work and compensate up to four (4) Clinical Laboratory Scientists designated by the Union for up to two hours straight time per meeting including travel time for attendance at CLS LMAC meetings. The CLS LMAC will also be comprised of representatives of PAMF/PAD. All decisions of the committee shall be by consensus, utilizing an interest based problem solving process.

The objectives of the CLS LMAC shall be:

- (a) To serve as an oversight body for Clinical Laboratory Scientist activities at PAMF/PAD.
- (b) To recommend ways and means to improve patient care.
- (c) The committee may review, discuss and make recommendations on a variety of departmental issues of mutual concern. The committee is encouraged to review possible issues and problems and propose potential resolutions.

### **B. Cost Tracking, Performance Criteria, and Work Hours, Committees**

The parties agree to establish joint committees 1) to review and implement a cost tracking mechanism for direct laboratory expenses; 2) to establish performance criteria for

laboratory personnel, and 3) to explore alternate work hour arrangements; including the feasibility and cost effectiveness of staffing a second shift; as necessary to meet the requirements of the department.

Committees will be comprised of 2 representatives from the Union and 2 representatives from PAMF management. Union representatives will be appointed by the Union. Committees will be formed immediately upon reaching contract agreement and will set specific goals and time lines. All agreements resulting from committee work will be in writing and signed by a representative from the union and PAMF management.

### **SECTION 30.                    UNION ACCESS**

- A.     The authorized representative of the Union shall have access to the Employer during business hours when s/he notifies the Administration of the Healthcare Division of the Employer or designee in advance of the visit. Such representative of the Union shall not interfere with the work of employees or cause them to neglect their work and shall limit his/her activity to matters arising under the Agreement. Any conference between such representative of the Union and an employee shall be held on the employee's own time in an area of the Employer open to the public separate from any patient care area or patient waiting area.
  
- B.     The Employer shall furnish one (1) bulletin board for use by the Union in the hematology-serology area of the Laboratory. Such bulletin board shall be used only for notices of Union activities concerning this bargaining unit and such notices shall not be abusive of or antagonistic to the Foundation.

**SECTION 31.**

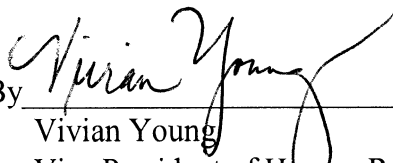
**TERM OF AGREEMENT**

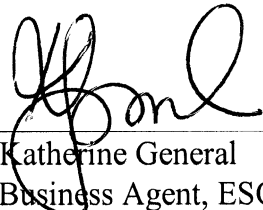
This Agreement shall be effective as of July 1, 2008, and shall continue in effect through June 30, 2011. If current survey information indicates a difference in pay of greater than 7%, the Agreement will be reopened.

June 30 shall be known as the anniversary date of this Agreement. Beginning with June 30, 2008, this Agreement shall be automatically renewed for one (1) year on each anniversary date, unless it is terminated or modified in accordance with the procedure hereafter set forth. This Agreement may be terminated as of June 30, 2011, or any anniversary date thereafter, by written notice by the Union or the Foundation to the other, delivered at least ninety (90) days before June 30, 2011, or any anniversary date thereafter. Or, either the Union or the Foundation may deliver to the other, at least ninety (90) days prior to June 30, 2011, or any anniversary date thereafter, a notice of its desire to modify any term or terms of this Agreement. If agreement on all proposals to modify has not been reached by June 30, 2011, or any anniversary date thereafter, then the Agreement shall terminate on that date unless the parties, by mutual consent, shall extend the Agreement.

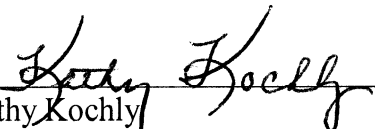
Palo Alto Medical Foundation/  
Palo Alto Division

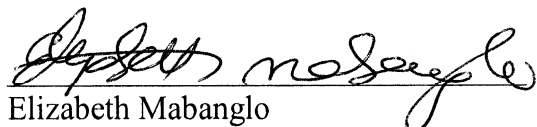
Engineers & Scientists of California Local 20,  
IFPTE (AFL-CIO&CLC)

By  4/16/09  
Vivian Young Date  
Vice President of Human Resources

By  4/16/09  
Katherine General Date  
Business Agent, ESC

**ESC Bargaining Team Members:**

  
Kathy Kochly

  
Elizabeth Mabanglo

**APPENDIX A**

**Sutter Health Retirement Income Plan**  
**Sutter Health 403(b) Match Savings Plan**  
**Key Plan Features for PAMF**

Plan Name	Sutter Health Retirement Income Plan	Sutter Health 403(b) Match Savings Plan										
Source of Contributions	100% employer paid.	Employer match based on employee deferrals.										
Eligibility	All employees except leased, independent contractors and those covered by another plan.	All employees except leased, independent contractors and those covered by another plan, minimum age 18.										
Plan Entry Date	Date of hire.	Deferrals – Date of hire.										
Vesting Schedule – New Hires	100% vested after 3 years of service (with at least 1,000 hours each year), or age 65, death or disability. Eligible years of service in SH network recognized.	100% vested after 3 years of service (with at least 1,000 hours each year), or age 65, death or disability. Eligible years of service in SH network recognized.										
Grandfathered Vesting if employed 12/31/2007	If employed on 12/31/2007 - 100% vested.	If employed on 12/31/2007 - 100% vested.										
Benefit Formula	Annual employer contributions made to participant accounts based on years of service (includes all eligible years of service): <table style="margin-left: auto; margin-right: auto;"> <tr> <td>Years</td> <td>% Pay</td> </tr> <tr> <td>0-5</td> <td>5%</td> </tr> <tr> <td>6-10</td> <td>6%</td> </tr> <tr> <td>11-20</td> <td>7%</td> </tr> <tr> <td>21+</td> <td>8%</td> </tr> </table>	Years	% Pay	0-5	5%	6-10	6%	11-20	7%	21+	8%	1.5% match = 50% match on first 3% on employee's first 3% contribution of compensation (i.e., regular per-tax earnings every pay period).
Years	% Pay											
0-5	5%											
6-10	6%											
11-20	7%											
21+	8%											
Grandfathered Formula	Employees who were hired on or before 12/31/2007 with less than 6 years of service will start at 6% of pay, regardless of actual years of service.	N/A										
Eligibility for Contribution	1,000 hours of service in a calendar year.	Date of hire.										
Frequency of Employer Contributions	Employer contributions are added to account balance annually.	Per pay period.										
Eligible Pay	Total pay excluding standby, severance, penalty pay and reimbursements.	Compensation eligible for 403(b) deferrals.										

**APPENDIX A continued**

Plan Name	Sutter Health Retirement Income Plan	Sutter Health 403(b) Match Savings Plan
Automatic Enrollment	N/A	3% employee deferrals begin 90 days after date of hire for new hires. EEs notified upon date of hire and 30 days prior to deferral commencement. EEs can opt out at any time. If opt out within 90 days of first deduction, return of contributions plus investment gains/losses from vendor, if desired.
Automatic Escalation	N/A	Automatic 1% increase in employee deferrals July 1 <sup>st</sup> of each year from 3% - 6%. Employees may opt out of auto increase program at any time. Opt outs include any EE election or change in deferral percentage.
Directs Investments	Employee directs investments; number and type of funds with Fidelity Investments monitored by Sutter Health Pension Investment Committee.	Employee directs investments; number and type of funds with Fidelity Investments monitored by Sutter Health Pension Investment Committee.
Investment Gains/Losses	Gains/losses based on performance of investments selected by participant.	Gains/losses based on performance of investments selected by participant.
Investment Options	Investment options reviewed quarterly by Pension Investment Committee and independent financial firm ( <i>additional funds pending</i> ).	Investment options reviewed quarterly by Pension Investment Committee and independent financial firm ( <i>additional funds pending</i> ).
In Service Distribution	Participants age 65 and older do not have to terminate employment to receive benefits.	Participants age 59-1/2 and older do not have to terminate employment to receive benefits.
Single Lump Sum Distribution	Single lump sum payout equal to value of account balance.	Single lump sum payout equal to value of account balance
Optional Payment Forms	Installment payments.	N/A
Pre-Retirement Death Benefits	Participants who die prior to termination are immediately vested 100% of Account Balance paid to designated beneficiary	Participants who die prior to termination are immediately vested 100% of Account Balance paid to designated beneficiary
Withdrawal Options Loans or Hardship	Not available	One outstanding loan at a time, hardship withdrawals available.