

**AGREEMENT BETWEEN THE**

**PALO ALTO MEDICAL FOUNDATION/  
PALO ALTO DIVISION**

**AND THE**

**ENGINEERS AND SCIENTISTS OF CALIFORNIA**  
**Local 20, IFPTE (AFL-CIO & CLC)**

**COVERING REGISTERED NURSES**

**MAY 2008 - APRIL 2011**



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The Union recognizes its obligation to cooperate with PAMF/PAD to help ensure maximum service of the highest quality and efficiency, as professionals. PAMF/PAD and the Union recognize their obligations to treat employees in a fair and equitable manner. PAMF/PAD and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

### **Union Membership and Service Fee**

All employees subject to this Agreement presently employed by PAMF/PAD on the execution date of this Agreement who are currently members of the Union, and all such employees who may subsequently become members of the Union, shall be required as a condition of employment to maintain their membership in the Union in good standing during the life of this Agreement.

All new employees subject to this Agreement first employed by PAMF/PAD after the execution date of this Agreement shall, as a condition of employment, either (1) join and remain a member of the Union within thirty (30) days after employment, or (2) in the alternative, pay to the Union, commencing within thirty (30) days after employment, a fee for services rendered by ESC in an amount equivalent to regular membership dues, less non-chargeable costs defined as follows:

#### **Non-Chargeable Costs**

The costs of the following activities are not included in the calculation of the service fee:

- a) lobbying or other political activity except as authorized by law;
- b) payments to affiliates, except for chargeable costs as authorized by law;
- c) social activities except as authorized by law;
- d) charitable and philanthropic activities;
- e) insurance and other benefit programs except as authorized by law; and
- f) any cost that, by law, cannot be included in an agency shop service fee.

In no event shall the service fee charged exceed 95 percent of the regular union membership dues.

Any newly employed Registered Nurse subject to this provision may:

- (1) execute a written declaration that he/she is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any employee labor organization as a condition of employment; and
- (2) pay a sum equal to the agency shop service fee to a non-religious, non-labor charitable fund chosen by the employee from those charities listed with United Way, Combined Health Appeal of California or Environmental Federation of California.

Within fourteen (14) days after PAMF/PAD hires a new employee, PAMF/PAD will inform the Union in writing of the name, address, and classification of said individual. Said notification

shall be forwarded to the Union at its office at 835 Howard Street, 2<sup>nd</sup> Floor, San Francisco, CA 94103.

**Indemnification**

The Union shall indemnify PAMF/PAD and hold it harmless against any and all suits, claims, grievances, demands and liabilities that arise out or by reason of any action or omission of the employer in complying with the parties’ agreement on union membership and service fee.

**SECTION 4. COMPENSATION**

**(A) BASIC HOURLY RATES**

<b>5/1/2008 - 10/31/2008</b>	<b>Wage Range Realignment - See Range for Actual Percentage Increases</b>								
Yrs:							<b>10 yrs</b>	<b>15 yrs</b>	<b>20 yrs</b>
Step:	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>RN I (New Grad)</b>	<b>8.0%</b>	<b>final</b>							
Regular PT/FT	37.51	39.01							
Short Hour	41.26	42.91							
On-Call	42.76								
<b>RN II</b>	<b>9.0%</b>	<b>final</b>							
Regular PT/FT	40.72	42.35	44.06	45.81	47.63	49.55	51.53	53.59	55.74
Short Hour	44.79	46.58	48.46	50.40	52.40	54.51	56.69	58.95	61.31
On-Call	49.55								
<b>RN III</b>	<b>6.0%</b>	<b>final</b>							
Regular PT/FT	42.71	44.43	46.19	48.04	49.97	51.97	54.05	56.20	58.46
Short Hour	46.98	48.87	50.81	52.84	54.97	57.17	59.45	61.82	64.30
On-Call	51.97								
<b>RN IV</b>	<b>4.0%</b>	<b>final</b>							
Regular PT/FT	45.66	47.48	49.38	51.35	53.40	55.55	57.77	60.09	62.50
Short Hour	50.23	52.23	54.31	56.49	58.74	61.10	63.55	66.09	68.75
On-Call	55.55								

<b>11/1/2008 – 4/30/2009</b>	<b>Represents 5% increase over 5/1/2008-10/31/2008</b>								
Yrs:							<b>10 yrs</b>	<b>15 yrs</b>	<b>20 yrs</b>
Step:	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>RN I (New Grad)</b>	<b>5.0%</b>								
Regular PT/FT	39.38	40.96							
Short Hour	43.32	45.06							
On-Call	44.90								

<b>RN II</b>	<b>5.0%</b>								
Regular PT/FT	42.76	44.47	46.26	48.10	50.02	52.03	54.11	56.27	58.53
Short Hour	47.03	48.91	50.89	52.91	55.02	57.23	59.52	61.90	64.38
On-Call	52.03								
<b>RN III</b>	<b>5.0%</b>								
Regular PT/FT	44.84	46.65	48.50	50.44	52.47	54.57	56.75	59.01	61.38
Short Hour	49.33	51.31	53.35	55.48	57.72	60.03	62.42	64.91	67.51
On-Call	54.57								
<b>RN IV</b>	<b>5.0%</b>								
Regular PT/FT	47.94	49.85	51.84	53.92	56.07	58.32	60.66	63.09	65.62
Short Hour	52.74	54.84	57.03	59.31	61.68	64.16	66.72	69.40	72.18
On-Call	58.32								

<b>5/1/2009 - 4/30/2010</b>	<b>Represents 6% increase over 11/1/2008-4/30/2009</b>								
Yrs:							<b>10 yrs</b>	<b>15 yrs</b>	<b>20 yrs</b>
Step:	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>RN I (New Grad)</b>	<b>6.0%</b>								
Regular PT/FT	41.75	43.42							
Short Hour	45.92	47.76							
On-Call	47.59								
<b>RN II</b>	<b>6.0%</b>								
Regular PT/FT	45.32	47.13	49.04	50.99	53.02	55.15	57.36	59.65	62.04
Short Hour	49.85	51.85	53.94	56.09	58.32	60.67	63.09	65.62	68.24
On-Call	55.15								
<b>RN III</b>	<b>6.0%</b>								
Regular PT/FT	47.53	49.45	51.41	53.47	55.62	57.84	60.15	62.55	65.06
Short Hour	52.29	54.39	56.55	58.81	61.18	63.63	66.17	68.81	71.57
On-Call	57.84								
<b>RN IV</b>	<b>6.0%</b>								
Regular PT/FT	50.82	52.84	54.95	57.16	59.44	61.82	64.30	66.88	69.56
Short Hour	55.90	58.13	60.45	62.87	65.38	68.00	70.73	73.56	76.51
On-Call	61.82								

<b>5/1/2010 - 4/30/2011</b>	<b>Represents a 6% increase over 5/1/2009-4/30/2010</b>								
Yrs:							<b>10 yrs</b>	<b>15 yrs</b>	<b>20 yrs</b>
Step:	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>RN I (New Grad)</b>	<b>6.0%</b>								
Regular PT/FT	44.25	46.02							
Short Hour	48.68	50.63							

On-Call	50.45								
<b>RN II</b>	<b>6.0%</b>								
Regular PT/FT	48.04	49.96	51.98	54.05	56.20	58.46	60.80	63.23	65.76
Short Hour	52.85	54.96	57.18	59.46	61.82	64.31	66.88	69.55	72.34
On-Call	58.46								
<b>RN III</b>	<b>6.0%</b>								
Regular PT/FT	50.38	52.41	54.50	56.67	58.96	61.32	63.76	66.31	68.97
Short Hour	55.42	57.66	59.95	62.34	64.85	67.45	70.14	72.94	75.86
On-Call	61.31								
<b>RN IV</b>	<b>6.0%</b>								
Regular PT/FT	53.87	56.01	58.25	60.59	63.00	65.53	68.16	70.89	73.73
Short Hour	59.26	61.61	64.08	66.65	69.30	72.08	74.97	77.98	81.10
On-Call	65.53								

If a newly hired Registered Nurse is granted experience credit that results in pay for experience exceeding that of any incumbent Registered Nurse who has like experience and who works in the same job classification as the newly hired Registered Nurse, the incumbent Registered Nurse's pay step shall be made equal to that of the new hire, and the incumbent Registered Nurse's anniversary date for purposes of step movement shall be changed to the same date as the new hire.

**(B) Shift Differentials**

- Shift Differential applies to regular full-time, part-time, short-hour, introductory, or on-call Registered Nurses.
- Registered Nurses who work 50 % or more of their shift after 4:00 PM, will be paid a 10 % shift differential in addition to their regular base pay for all hours worked.

Example: A Registered Nurse who works a weekday shift from 2:00 PM until 10:30 PM, with ½ hour for lunch, will be paid an additional 10% for all hours worked.

- Registered Nurses who work 50% or more of their shift between 12:00 midnight and 8:00 AM, will be paid a 20% shift differential in addition to their regular base pay for all hours worked.

Example: A Registered Nurse who works 10:00 PM to 6:30 AM with a (1/2) half hour lunch, will be paid an additional 20% for all hours worked.

- Registered Nurses who work on Saturday shall receive a 10% differential in addition to their regular base pay for all hours worked.
- Registered Nurses who work on a Sunday shall receive a 15% differential in addition to their regular base pay for all hours worked.

- Registered Nurses 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.
- All shift differentials are included with regular straight-time base pay when computing overtime pay. For Registered Nurses 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).

**(C) Premium Pay Rates**

Registered Nurses who are assigned to be in charge of a unit (i.e., assignment as team leader or Charge Nurse) shall receive a 10% premium above their regular pay rate for all hours worked. This is in addition to any other applicable shift premiums (i.e. PM, weekend) they may be due.

**(D) Success Sharing Bonus**

Registered Nurses represented by the Union are eligible to participate in the Company-wide “success sharing bonus”. The bonus is paid out annually if PAMF/PAD achieves its financial targets.

**SECTION 5. REGISTERED NURSE STATUS**

**(A) Hiring**

- A Registered Nurse with 1-2 years of credited experience as a Registered Nurse will start at Step 1 (RNII).
- A Registered Nurse with greater than two years, but less than four years of credited Registered Nursing experience will start at Step 2 (RN II).
- A Registered Nurse with greater than four years but less than six years of credited Registered Nursing experience will start at Step 3 (RN II).
- A Registered Nurse with greater than six years but less than eight years of credited Registered Nursing experience will start at Step 4 (RN II).
- A Registered Nurse with greater than eight years of credited Registered Nursing experience will start at Step 5 (RN II).

**All outside experience is credited at 75%**

**(B) Classification**

Please refer to Appendix C, effective 1/01/01, for Registered Nurse classification requirements. This section includes requirements and criteria that must be met to advance to RN III. Refer to Appendix C for the application form for RN III.

**URGENT CARE CENTER:**

Registered Nurses hired to work in the Urgent Care Center **and Pediatrics Urgent Care** must meet the following criteria in addition to standard Registered Nurse criteria:

- 1) Must have Advanced Cardiac Life Support (ACLS) Certification or agree to be certified within six (6) months. **For Pediatrics Urgent Care, PALS Certification is required.**
- 2) Must be knowledgeable and clinically competent to function in an autonomous working situation; initiating treatment for critically ill patient if needed.

### **ONCOLOGY**

Registered Nurse positions in Oncology require special skills and knowledge of chemotherapy regimens. Oncology Registered Nurses must also function in a case manager-like role with Hospice and Hospital Care.

#### **(C) Tenure Increases**

The above steps are based upon continuous employment of the Registered Nurse with PAMF/PAD. Upon completion of the required period of continuous employment with PAMF/PAD the Registered Nurse shall receive an increase in accordance with the above schedule.

#### **(D) Part-Time Registered Nurses**

A part-time Registered Nurse employed on a regular predetermined schedule of twenty (20) hours per week, but not more than 34 hours per week, shall have his/her compensation based upon the hourly rates set forth in Section 4(A) for Regular Registered Nurses.

A part-time Registered Nurse (as described above) shall, when eligible, receive shift differential, paid time off (PTO), extended sick leave (ESL), holiday benefits, educational allowance, health benefits, long term disability, and life insurance as provided by this agreement, but the paid time off, extended sick leave, educational allowance and holiday benefits, shall be pro-rated. (See individual sections for details.)

#### **(E) Short-Hour Registered Nurses**

A Short-Hour Registered Nurse is one who works a regular pre-determined work schedule of at least eight (8) hours, but less than twenty (20) hours per week. The word “regular” in this definition means a work schedule that consists of a set number of hours that is consistently repeated over a period of time.

Short-Hour Registered Nurses are paid based upon hourly rates set forth in Section 4(A) for Short-Hour RNs.

#### **(F) On-Call (Per-Diem) Registered Nurses**

An on-call Registered Nurse is one who is employed to cover staff positions that are vacant due to illness, vacation, leave of absence, termination or other forms of personal time off. On-call Registered Nurses will cover:

- (a) On an intermittent, as needed basis, or;
- (b) On a pre-arranged short term assignment, not to exceed six (6) months.

On-call Registered Nurses do not have a regular schedule but must be available on short notice to cover a position. On-call Registered Nurses will be available 16 hours in a four (4)-week period with at least 50% availability for weekends if the home unit is open weekends; one (1) weekend Shift per month.

On-call Registered Nurses whose short-term assignment turns into a “regular” assignment, exceeding six (6) months in duration, will be returned to intermittent on-call work and the position will be posted as a “regular” position per Section 12 of this agreement. On-call Registered Nurses are paid at the On-call rate as specified in Section 4 (A).

**(G) No Fringe Benefits for Short-Hour or On-Call Registered Nurses**

Short-hour Registered Nurses and on-call Registered Nurses as above defined are ineligible for all fringe benefits as herein described such as but not limited to the following: Paid Time Off (PTO); Extended Sick Leave (ESL); Paid Holidays; Leave of Absence; Hospital-Medical Plan; Retirement Plans; Long Term Disability and Life Insurance Plans; Educational Allowance. They will receive shift differentials as provided in this Agreement.

**(H) Acting Supervisors and/or Clinical Coordinators**

Registered Nurses working in this position longer than two (2) weeks shall be temporarily released from the terms of this agreement with the PAMF/PAD for the length of time involved and compensated appropriately, except for shift and/or holiday differential which shall be paid when appropriate. Such Registered Nurse, if he/she so chooses, will be allowed to represent management in reviewing the performance of other Registered Nurses in the Union as it relates to performance evaluations and/or disciplinary action. Such Registered Nurse will also have the right to grieve if discharged or disciplined for any reason while so temporarily assigned.

**(I) RN IV Requirements**

Registered Nurses who work in Urgent Care (Palo Alto Clinic only), Pediatric Urgent Care, Observation Rooms (Palo Alto Clinic only) Procedures Suites, Medical Oncology, Infusion Centers and Radiation Oncology shall be paid at the rates contained in the RN IV salary range.

**(J) New Hire and Rehire**

Each new and rehired Registered Nurse is employed for an introductory period. During this time, a Registered Nurse will have no seniority. Upon satisfactory completion of his/her introductory period, the Registered Nurse’s seniority date will be established as defined in Section 9.

The introductory period is as follows:

- A. A Registered Nurse (including the on-call Registered Nurse) scheduled full-time to half-time work status: ninety (90) calendar days. This period may be extended up to an additional sixty (60) days for just cause.
- B. A Registered Nurse (including the on-call Registered Nurse) scheduled sixteen (16) hours or less work status: one hundred eighty (180) calendar days.

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

The introductory Registered Nurse will have his/her benefits started based on the individual benefit and according to Sections 7, 8 and 17. There will be no loss of benefits as a result of the Registered Nurse's initial introductory period and/or additional introductory period.

The introductory Registered Nurse 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.

**(K) Reinstatement and Transfer**

A Registered Nurse who is reinstated or transfers to a different department 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 Registered Nurse will have recourse to the grievance procedure. If the Registered Nurse fails to successfully complete the new introductory period, the Registered Nurse is subject to one (1) of the following actions:

- A. If the Registered Nurse's previous position is still vacant and the Registered Nurse's documented performance record for the previous position was satisfactory, the Registered Nurse will be returned to her/his previous position. This condition is in no way intended to restrict PAMF/PAD from taking action to fill the Registered Nurse's previous position during the Registered Nurse's new introductory period.
- B. If the Registered Nurse's previous position is unavailable and the Registered Nurse's documented performance record for the previous position was satisfactory, a reasonable attempt will be made by PAMF/PAD to transfer the Registered Nurse to a position comparable in wages, hours and conditions of employment to his/her previous position.
- C. The Union will be notified if the Registered Nurse does not successfully complete the new introductory period. This period may be extended for an additional sixty (60) days for just cause with a Performance Improvement Plan initiated, or s/he may be subject to termination of employment.

## SECTION 6.

### HOURS OF WORK AND OVERTIME

#### (A) Straight-Time Workweek

The straight-time workweek shall not exceed forty (40) hours per week. Said forty (40) hours may be worked in a period not to exceed six (6) days in the week, and shall be worked between Sunday through Saturday.

#### (B) 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 Registered Nurse who works an eight (8) hour shift shall receive a lunch period of either one-half hour or one hour as determined PAMF/PAD. A Registered Nurse's lunch period shall not exceed one hour. PAMF/PAD will use its best efforts to release Registered Nurses promptly for their designated lunch periods. PAMF/PAD will pay for Registered Nurses to attend monthly departmental staff meetings, and time spent in these meetings will be included in computing overtime and meal period penalties .

#### (C) Days Off

Each regular full-time or part-time Registered Nurse shall be offered two consecutive days off every other week. (This does not apply to short-hour or on-call Registered Nurses.)

#### (D) Overtime Compensation

A Registered Nurse 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, unless the Registered Nurse has agreed to an Alternate Work Schedule (See Section 6(E)).

Compensation of time over twelve (12) hours per day shall be at two (2) times the basic straight-time hourly rate. With practical operating considerations in mind, the Foundation will use its best efforts to reduce overtime utilization.

#### (E) Alternative Work Schedules

Registered Nurses under this agreement may choose to participate in an alternative work schedule.

An alternative work schedule is a written agreement that is proposed by PAMF/PAD to the affected employees in a work unit. The work unit may be comprised of a Registered Nurse and the doctor(s) they support or it could be a group of Registered Nurses who perform the same function (i.e., Telephone Advice).

In such an arrangement, the employer (PAMF/PAD) agrees to flexible work hours that benefit the employee, in exchange for the employee's agreement to work hours of more than eight (8),

but no more than ten (10) hours per workday at the straight time rate.

Two types of regularly scheduled alternative workweeks may be proposed. The first involves a “single work schedule” that would become the standard schedule for all workers in the work unit. The second consists of “a menu of work schedule options”, from which each employee in the unit would be entitled to choose.

### **APPROVAL AND PROCEDURE FOR IMPLEMENTATION**

- 1) **Disclosure Meeting** Written alternative work schedules must be presented to all member(s) of the work unit in a disclosure meeting. This meeting must include a full explanation of the work schedule(s) and how pay and benefits are affected. The disclosure meeting must be held at least fourteen (14) days prior to a secret ballot election.
- 2) **Secret Ballot Election** A secret ballot election must occur at least 14 days after the disclosure meeting, but before any work is done under the Alternative Work Schedule. At least 2/3 of the affected employees in the work unit must vote in favor of the arrangement for it to be implemented. The election must be held during regular working hours at the worksite of the affected employees.
- 3) **Employee Adjustment Period** There is a grace period of up to 30 days to allow employees time to adjust to their new schedule. PAMF/PAD may not “require” Registered Nurses to work the new schedule until 30 days after the announcement of the election results.

There may be no intimidation or coercion of employees to vote in support or against a proposed Alternative Work Schedule. In addition, employees may not be discharged or discriminated against for expressing opinions concerning the Alternative Work Schedule election or for opposing or supporting its adoption or repeal.

Approved work schedules will be in place for a minimum of twelve (12) months. After twelve (12) months, the schedule may be revoked. If revoked PAMF/PAD must comply within sixty (60) days.

PAMF/PAD will provide the union with a list of approved Alternative Work Schedules that involve Registered Nurses on a quarterly basis.

#### **(F) Stand-By and Call-Back**

Definition: **Stand-by** duty is defined as a scheduled assignment for a Registered Nurse to carry a pager for a specific time period, with a commitment to be available to report for work at the clinic should the need arise. **Call-back** is defined as a call requesting a Registered Nurse to report to work.

**Stand-by pay:** Any Registered Nurse who volunteers or is assigned to stand-by duty, other than on a recognized holiday shall receive pay at the rate of one half (1/2) of their current hourly rate of pay per hour, for all hours s/he is on stand-by. On recognized holidays the Registered Nurse assigned to stand-by shall be paid at the rate of three-quarters (3/4) of their current hourly rate of pay per hour, for all hours on stand-by. Total hours on stand-by will not exceed 14 hours in one

workday. Registered Nurses on stand-by will not be expected to work more than one shift (working one shift may include working more than eight hours to finish up work already started).

If a Registered Nurse is called back and asked to report to work, s/he will continue to receive stand-by pay during transit to the facility. Response time from contact with the Registered Nurse until report to duty must be 45 minutes or less.

Hours spent on stand-by are not considered to be “work-time” and will not be utilized for calculating overtime.

**Call-back while on Stand-by** When a Registered Nurse is paged while on stand-by and asked to report to work, s/he shall be paid a 20% differential in addition to her/his regular base rate and any shift premium that applies, for all hours worked (beginning when the Registered Nurse reports to work). S/he shall be guaranteed a minimum of 4 hours pay.

**Call-back when not on Stand-by** Registered Nurses called to work with less than 24 hours notice, not on stand-by, shall be paid a 30% differential in addition to their regular base rate and any shift premium that applies, for all hours worked (beginning when the Registered Nurse reports to work). S/he shall be guaranteed a minimum of 4 hours pay. Any Registered Nurse may decline call-back while not on stand-by. This provision does not apply to Registered Nurses on “on-call” status.

**(G) Weekend Work**

Registered Nurses will be available to work every other weekend. Part-time Registered Nurses, who work a weekend shift, will be given at their option another day off (or two if they work both Saturday and Sunday) during the week, so that their hours do not exceed their regular status.

**(H) Fixed Schedules**

Registered Nurses will be given a fixed schedule that defines the days of the week and start times and end times for their position, including rotation of weekend where applicable. If a Registered Nurse’s regular schedule must be changed due to staffing shortages, changes must be mutually agreed upon by the Registered Nurse and his/her supervisor.

**SECTION 7. HOLIDAYS**

**(A) Recognized Holidays**

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 Registered Nurses by reason of this agreement.

**(B) Holidays Worked**

In the event a Registered Nurse 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.

The Registered Nurse will be available to work one of the three major holidays: Thanksgiving, Christmas Day, or New Year's Day. Additionally, for those departments or units that are open on the other recognized holidays, the Registered Nurse will be available to work one shift per year.

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

The Registered Nurse 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 8. PAID TIME OFF (PTO)/EXTENDED SICK LEAVE (ESL)**

**(A) Paid Time Off (PTO)**

Paid time off 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. 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.

**(B) Accrual of PTO**  
**5/1/08-7/12/08**

Employees accrue PTO based on their actual hours worked with the exception of overtime hours.

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

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. (See accrual example above for employees working 35 and 20 hour weeks.)

Effective pay period beginning July 13, 2008:

Benefited Registered Nurses 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 Registered Nurses effective pay period beginning July 13, 2008:

Months of Service	or	Years of Service	Annual Accrual
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.

**(C) PTO Eligibility**

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

**(D) The Use of PTO**

PTO, as with all other time off, must be requested in writing in advance of the time off desired, and approved in writing by the supervisor/manager, except for emergency or illness. Approval will be based upon the supervisor/manager's determination of the department or unit's staffing needs.

Individual vacation requests are granted based on first in, first granted. The Registered Nurse must receive an answer from the immediate supervisor/manager regarding approval or denial of the vacation request within two weeks of making the request. Vacation requests shall not be unreasonably denied. Once a vacation has been approved, management may not rescind it. The Registered Nurse must have enough PTO accrued at the time a requested vacation is to be taken.

**(E) PTO Minimum Utilization**

A minimum of five successive workdays per year must be used.

**(F) PTO Maximum**

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

PTO accrual will be suspended if your PTO balance equals the amount indicated above. PTO accrual will start again on the pay period after your balance is reduced below your PTO maximum accrual balance.

**(G) Payment Upon Termination**

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

**(H) Extended Sick Leave Account (ESL)**

In addition to PTO days, the employee also earns extended sick leave days each year (ESL days). The ESL days are intended to be used by the employee in the event of a serious illness.

**(I) Accrual of ESL**

<b>Length of Service</b>	<b>ESL</b>	<b>40 hours</b>	<b>35 hours</b>	<b>20 hours</b>
0-12 months	4 days/year	32 hours	28 hours	16 hours
13 months & over	8 days/year	64 hours	56 hours	32 hours

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

**(J) Accumulation of Extended Sick Leave (ESL)**

The maximum accrual of extended sick leave is 600 hours. No payment is made upon termination for unused sick leave benefits (ESL) unless an employee is permanently and totally disabled.

**(K) PAMF/PAD Convenience Time Off**

**A. Definition**

"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 RN, he/she will not be required to be available for work.

D. The RN will not be required to use PTO to cover voluntary CTO.

E. When staffing requirements at PAMF/PAD show that one (1) or more RNs within a service, department or cost center are not required to report to work, the Clinical Manager may grant CTO to the RN(s) scheduled to work.

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

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

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

F. For the purpose of determining which RN receives a CTO, seniority is the tie-breaker within a category when all else is equal.

**(L) Eligibility**

Employees will be eligible to use ESL:

- (a) After five (5) consecutive days off per sickness occurrence, provided the absence is certified by a physician;
- (b) Immediately if entering the hospital on an inpatient basis;
- (c) Immediately if undergoing outpatient surgery;
- (d) Immediately if suffering loss days due to a work place accident;

**(M) AB109 California Employment Sick Leave Act (CESLA)**

Registered Nurses may use a portion of their sick leave to care for an ill family member (child, spouse or parent). Sick leave is broadly defined; and may be PTO or ESL.

The same practices apply under AB109 as when a Registered Nurse is taking time off for his/her own illness. The first five consecutive days out come from accrued PTO. Days in excess of five consecutive days off come from accrued ESL. If a family member is hospitalized or having outpatient surgery, ESL may be used immediately.

Registered Nurses are eligible to use up to one-half (1/2) of their current annual accrual of PTO and ESL per calendar year to care for a covered family member's illness.

Time taken off to care for a family member under this law does not count as an absence when considering discipline for excessive absenteeism, providing the Registered Nurse has accrued PTO or ESL (when it applies) available.

Registered Nurses must complete an AB109 Request Form in advance or within 5 days of their return to work to ensure AB109 protection. (Supervisor or Human Resources have forms available).

## **SECTION 9. SENIORITY**

Seniority shall be defined as a Registered Nurse's length of service with PAMF/PAD, within the bargaining unit. A Registered Nurse's seniority is measured by totaling the number of service hours paid (excluding overtime) to the Registered Nurse by PAMF/PAD while the Registered Nurse is part of the bargaining unit.

Seniority is a factor in the process for layoff and recall, job bidding, and other policies as specified in this agreement. Seniority shall be used as a tiebreaker for the approval of extra hours, overtime, educational leave, PTO vacation, and other time off.

## **SECTION 10. LAYOFF AND RECALL**

In the event of a layoff or a reduction of regular hours;

1. Volunteers first will be sought, then layoffs are determined in the following order:
2. Registered Nurses with documented history of serious performance problems within the last twelve (12) months, within the work group affected.
3. Registered Nurses with the least seniority within a defined work group (see page 16), provided the remaining Registered Nurses are qualified to perform the available work after an appropriate retraining period. The retraining period shall be up to 160 hours in length.
4. Each eliminated Registered Nurse in a work group shall have the option to fill a Registered Nurse vacancy within the organization, provided s/he is qualified to do the work with the appropriate retraining period. Any Registered Nurse displaced in the procedure shall have the return rights described below.

Registered Nurses who are laid off (except those with a documented history of serious performance problems in the last twelve (12) months) shall be returned to work in order of seniority. Laid off Registered Nurses 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 on-call float pool hours shall be offered first to laid off Registered Nurses, provided they are qualified for the available work.

<b>Group 1 Family, Maternal, Child Health</b>
Pediatrics
Family Practice
Ob/Gyn
Internal Medicine
Telephone Advice
Float Pool, Level 1
Encina Practice

<b>Group 2 Medical Specialties</b>
Allergy
Anticoagulation Clinic
Dermatology
Employee Health
Endocrinology
Neurology
Physiatry
Pulmonary
Rheumatology
Float Pool, Level 2
Nephrology

<b>Group 3 Surgical/Procedure Specialties</b>
ENT
Gastroenterology
General Surgery
Neuro Surgery
Ophthalmology
Orthopedics
Plastic Surgery
Podiatry
Sports Medicine
Urology
Float Pool, Level 3
Cancer Care Clinic

<b>Group 4 IV &amp; ACLS Certified</b>
Cardiology
Urgent Care
Fremont Observation
Pediatric Urgent Care
Travel Medicine
Fremont Procedure Suite

<b>Group 5 IV and Oncology Certified</b>
Oncology
Infusion Center/Medical Oncology

<b>Group 6 IV Certified</b>
Radiation Oncology

## **SECTION 11. PERFORMANCE REVIEW**

Each Registered Nurse shall be given a performance review in writing at the end of each month of the introductory period (1st three (3) months of employment) and annually thereafter. The performance review shall be written by the Registered Nurse's immediate supervisor, with input from the appropriate physician(s) and other peer Registered Nurses in the area. Letters of appreciation or complaint from patients will be part of the review. If the Nurse's immediate supervisor is not an RN, the clinical portion of the Nurse's evaluation shall be completed by a RN supervisor or an RN who is a member of the nursing management team who will also sit in on the evaluation to provide feedback. The non-RN supervisor can do the part of the evaluation that relates to administrative tasks

The completed Performance Review will be shared with the Registered Nurse in a private setting away from the work station. The performance review shall be signed by the Registered Nurse to indicate that s/he is aware of its contents, but this does not indicate agreement by the Registered Nurse with the results of the review. If a Registered Nurse is unhappy with the way the review was conducted or is in dispute with any of the wording s/he may write a rebuttal which will be included as part of the appraisal in the Registered Nurse's personnel file. A Registered Nurse may grieve a performance review which may result in a loss of pay or status.

## **SECTION 12. JOB VACANCIES AND JOB POSTINGS**

When a vacancy for a position subject to this Agreement occurs at the Clinic or its satellites, a notice of that vacancy shall be posted in a location accessible to all Registered Nurses for a minimum period of five (5) days before PAMF/PAD fills the vacancy on a permanent basis. PAMF/PAD may indicate qualifications for the vacant position on the posting. This does not prevent PAMF/PAD 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 Registered Nurses so that they may apply for any job vacancy for which they think they are qualified.

It shall be the policy of PAMF/PAD to give first priority to PAMF/PAD Registered Nurses 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 based on the above criteria.

## **SECTION 13. BEREAVEMENT LEAVE**

When a death occurs in the immediate family of a Registered Nurse, s/he shall be entitled to a leave of absence of three (3) days with pay. Immediate family is defined as: spouse, domestic partner, 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 14. JURY DUTY PAY**

A Registered Nurse 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 three (3)-month 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 Registered Nurse must submit other evidence that s/he has been called for jury duty.

## **SECTION 15. 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 RN LMAC 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) 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**

PAMF/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.

### **(B) 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:

- (a) Seek medical attention for injuries caused by domestic violence.
- (b) Obtain service from a domestic violence shelter, program or rape crisis center.
- (c) Obtain psychological counseling related to the domestic violence, or,
- (d) 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/PAD 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 and seniority date adjusted upon return to active service. Benefits will be handled per Human Resources policy.

### **(C) Medical and Family Leave**

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 Registered Nurses' right to go to Court.

## **SECTION 16. REST PERIODS**

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

## **SECTION 17. MEDICAL-DENTAL-LIFE INSURANCE AND DISABILITY BENEFITS PROGRAM**

### **(A) General**

Palo Alto Medical Foundation/Palo Alto Division 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 the announcement of change in carrier PAMF/PAD shall notify the Union of any such proposed change and upon the Union's request shall meet with the Union to review the proposed changes and receive the Union's input and suggestions concerning the change in carrier.

- Effective 1/01/97 the PAMF/PAD will pay 90% of employee insurance coverage and the

employee will pay 10%.

**(B) Medical Coverage**

Palo Alto Medical Foundation/Palo Alto Division's present Medical Plan in effect at the execution of this Agreement shall be continued in effect during the term of this Agreement. If PAMF/PAD wishes to change the benefits of the Plan during the term of this Agreement, it shall notify the Union of the proposed changes and meet with the Union to discuss the proposed changes. If PAMF/PAD and the Union do not agree on the proposed changes, the benefits of the Plan will not be changed during their term of this Agreement.

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.

**(C) 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 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.

**(D) Dental Plan**

PAMF/PAD's present Dental Plan in effect on the effective date of this Agreement shall be continued in effect during the term of this Agreement. If PAMF/PAD wishes to change the benefits of the Plan during the term of this Agreement, it shall notify the Union of the proposed changes and meet with the Union to discuss the proposed changes. 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.

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 provides 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.

**(E) Life Insurance Plan**

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. 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.

**(F) 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 Registered Nurses 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 (State Disability Insurance, Workers Comp, Social Security, etc.) to provide a combined monthly benefit of 60% of your 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 you continue to be disabled.

**(G) Vision Care Benefits**

PAMF/PAD's present Vision benefits in effect on the effective date of this Agreement shall be continued in effect during the term of this Agreement. If PAMF/PAD wishes to change the benefits of the Plan during the term of this Agreement, it shall notify the Union of the proposed changes and meet with the Union to discuss the proposed changes. 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 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.

**(H) 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.

Registered Nurses 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 Registered Nurse 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 Registered Nurse at the Clinic providing the Registered Nurse chooses PAFMG – Palo Alto as his/her primary Medical Group.

\*Note: The \$1,000 maximum per calendar year is also applicable to Section 17, Article ( C) Early Retiree Medical Benefits.

**(I) Short-Hour Registered Nurses**

A short-hour Registered Nurse with one (1) year of uninterrupted employment who works more than four hours but less than 20 hours per week shall be eligible to purchase health care and dental insurance on his/her own behalf and cost, but at a rate not to exceed what PAMF/PAD pays for such coverage on a group basis.

**SECTION 18. RETIREMENT PLAN**

**See Appendix C for plan details.**

**SECTION 19. MALPRACTICE INSURANCE**

PAMF/PAD's present plan of providing malpractice insurance for Registered Nurses in effect on the execution date of this Agreement shall be continued in effect during the term of this Agreement, provided, however, that this is conditional upon such malpractice insurance continuing to be available from a recognized insurance company.

**SECTION 20. FLEXIBLE SPENDING ACCOUNTS**

Benefits of the 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 the Registered Nurse pay with tax-free dollars expenses usually paid from after-tax salary. The contributions made toward accounts are withdrawn from the Registered Nurse's salary before income taxes are withheld. The Registered Nurse 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.

**SECTION 21.**

**EDUCATIONAL ALLOWANCE**

PAMF/PAD will reimburse nurses up to 100% of approved educational expenses to a maximum of \$1,000.00 (maximum is prorated based on the Registered Nurse's standard hours) per year, effective with all educational allowance requests made in the calendar year 2008. In addition, a maximum of five (5) paid education days may be approved per year, including up to two (2) days to complete correspondence or computer based courses.

**(A)** Educational Allowance may include:

- (a) Educational tuition for accredited course work.
- (b) Seminar registration fees.
- (c) Applicable travel expenses and meals.
- (d) A Registered Nurse's membership dues in an applicable professional organization (this does not include ESC or any other Union)
- (e) Subscriptions to technical trade magazines.
- (f) 50% of a Registered Nurse's certification or licensure.

**(B)** All requests for Educational Allowance must be applicable to a Registered Nurse's current position or other positions within PAMF/PAD. Requests must be made at least thirty (30) days in advance on a "Request for Educational Allowance" form. Forms may be obtained from the Registered Nurse's Patient Care Area Manager or the Human Resources Department. All requests must be approved by the applicable Patient Care Area Manager and the Human Resources Director. PAMF/PAD 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 nurse thirty (30) or more days in advance.

**(C)** Registered Nurses will be paid for attending weekend classes that are pertinent to the Registered Nurse's area of patient care or ambulatory care setting, If approved education leave hours for weekend classes raise total hours compensated to above 40 hours in a week, that time will be paid to the Registered Nurse at the rate of one and one-half (1 ½) times his/her basic straight-time hourly rate.

**(D)** The maximum benefit allowed, \$1,000.00 per calendar year, is prorated based on a Registered Nurse's standard hours (i.e., a 20 hour nurse will have 50% of the \$1,000.00 annual benefit, or \$500.00 available). Thirty five to forty hour Nurses will be considered full-time and are eligible for the full \$1,000.00 benefit. Paid education days will not be prorated.

**(E)** Because PAMF/PAD recognizes the importance of continuing education for Registered Nurses, it will endeavor to provide a minimum of twenty (20) hours per year of continuing education by Foundation approved personnel. Courses given by PAMF/PAD shall be tuition free for Registered Nurses under this Agreement.

**SECTION 22.**

**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.

**(A) 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 Registered Nurse is encouraged to promptly use informal conflict resolution. To facilitate resolution of the conflict, the following resources available to the Registered Nurse:

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

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

**(B) Grievance**

A. Definitions

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

B. Terms of Grievance

- 1. Only the Registered Nurse 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 Registered Nurse 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 Registered Nurse.

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 Registered Nurse to proceed to the next step.
4. PAMF/PAD 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 Registered Nurse will have the right to a Union representative.
  - (a) The Registered Nurse may be assisted or represented by the Union representative at any step of the grievance procedure.
  - (b) Attendance of the Registered Nurse at any meeting/hearing may be required.

F. Time Off for Hearings

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

(C) 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 of Human Resources

1. Review Meeting

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

2. Resolution

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

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

If the Registered Nurse and/or the Union do not accept the determination of the Vice President of Human Resources or his/her 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 Registered Nurse 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.

**(D) No Stoppages**

The Union agrees that there shall be no stoppages or other interruptions of work caused by the Union or the employee during the life of this Agreement, and PAMF/PAD agrees that there shall be no lockout of Registered Nurses during the life of this Agreement.

**SECTION 23**

**NURSING CLINICAL PRACTICE COUNCIL**

PAMF/PAD shall recognize a Nursing Clinical Practice Council (CPC) that consists of Registered Nurses, Licensed Vocational Nurses, and Medical Assistants, which may meet



PAMF/PAD commits to the inclusion of an interactive dialog with Registered Nurses as a crucial step in the process of any change that is contemplated in clinical operations that will affect Registered Nurse working conditions. The intent is to incorporate this step early in the process to provide an opportunity for a constructive flow of ideas, both pro and con for the proposed change.

Registered Nurses and the union representative will be given final advance notice of changes in policy or practice 21 calendar days prior to implementation.

Continuing concern with proposed changes may be escalated to the RN LMAC for discussion and resolution.

## **SECTION 26. REGISTERED NURSES NEGOTIATING COMMITTEE**

Appropriate nursing coverage will be provided for those Registered Nurses attending negotiations meetings during clinical hours.

If more than one Registered Nurse is from the same department, then the manager will work with the Union in determining Negotiating Committee participation while maintaining safe staffing to meet patient care needs. When Negotiating Committee meeting times and dates are confirmed, Human Resources will notify the Registered Nurses' managers to release the Registered Nurses for the sessions. If there are conflicts in scheduling, the Union, Human Resources and the department manager will work together to come up with a mutually agreeable solution.

## **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 Registered Nurses subject to this Agreement; that so long as PAMF/PAD 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 Registered Nurses under terms more favorable to them, this is to be a matter of individual arrangement between PAMF/PAD and such individual Registered Nurses and any such arrangements may be established, continued, terminated or changed at any time without relation to this Agreement.

## **SECTION 28. MANAGEMENT FUNCTIONS**

It is mutually agreed between the Union and PAMF/PAD 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 29.**

**SERVICE RECOGNITION**

Service recognition is measured by years of service with PAMF/PAD. A Registered Nurse's service date is based on the Registered Nurse's hire date adjusted by specific days of unpaid leave of absence, breaks in service, and time spent in on-call status. Registered Nurses are recognized for service as follows:

- (A) Additional PTO: All Registered Nurses who have completed 25 years of service are eligible to receive two (2) additional weeks of PTO (pro-rated based on standard hours) on their anniversary date.
- (B) Service Awards: Registered Nurses 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 of service, nurses receive specially ordered engraved gifts in recognition of significant continuous service.

Registered Nurses who have completed a multiple of five years service during the preceding calendar year (i.e. 5, 10, 15, 20 years) are honored at the annual Service Awards Event.

- (C) Service Bonus: Registered Nurses who have completed 10 years, 20 years, 30 years, 40 years, etc service, receive a one-time service bonus on the applicable anniversary date, as follows:

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

**SECTION 30.**

**UNION ACCESS**

(A) The authorized representative of the Union shall have access to PAMF/PAD during business hours when s/he notifies the Administration or Human Resources 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 her/his activity to matters arising under the Agreement. Any conference between such representative of the Union and a Registered Nurse shall be held in a public area separate from any patient care area or patient waiting area. If requested and available, a conference room will be provided for such conferences.

(B) *Union Stewards shall have access PAMF/PAD's Distribution Center for purposes of communicating with Union membership. Communication materials shall be produced at the Union's expense, and shall not be anti-PAMF/PAD in nature. Stewards may also communicate via E-mail.*

**SECTION 31.**

**RELIEF REGISTERED NURSES**

PAMF/PAD shall make every effort to develop a list of Registered Nurses available to be called in for relief of regularly employed Registered Nurses on PTO or ESL.

**SECTION 32.**

**SAVING CLAUSE**

If any provision of this Agreement is found to be in conflict with the laws of the State of California or of the United States of America or any agency thereof, the remaining provisions of this Agreement shall remain in full force and effect.

**SECTION 33.**

**TIME OF AGREEMENT**

This Agreement shall be effective as of May 1, 2008, and shall continue in effect through April 30, 2011. May 1 shall be known as the anniversary date of this Agreement. Beginning with May 1, 2011, 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.

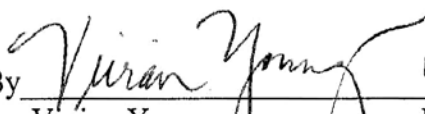
This Agreement may be reopened at the end of each Agreement year to revisit Section 4 COMPENSATION, (A) BASIC HOURLY RATES. Criteria for reopening will be based on a comparison of current wage and salary survey information with the PAMF/PAD projected hourly rates in the Agreement. If current survey information indicates a difference in pay of greater than 7% the Agreement will be reopened.

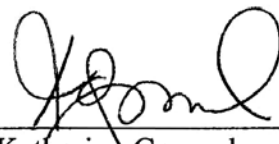
This Agreement may be terminated as of May 1, 2011, or any anniversary date thereafter, by written notice by the Union or PAMF/PAD to the other, delivered at least ninety (90) days before May 1, 2011, or any anniversary date thereafter.

Or, either the Union or PAMF/PAD may deliver to the other, at least ninety (90) days prior to May 1, 2011, or any anniversary date thereafter, a notice of its desire to modify any terms of this Agreement. If agreement on all proposals to modify has not been reached by May 1, 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  1/22/09  
Vivian Young Date  
Vice President of Human Resources

By  1/22/09  
Katherine General Date  
Business Agent, ESC

**RN III Classification**

**BASIC REQUIREMENTS**

1. A Registered Nurse with current licensure (includes Oncology RN).
2. Minimum one (1) year of experience as an RN II at PAMF/PAD.
3. Meets standards on all criteria in the Clinical Practice section and meets standards in 8 out of 10 of the criteria in the Professional Growth and Teamwork sections.
4. Employee in good standing with no current outstanding written or verbal warnings.

**REGISTERED NURSE III REQUIREMENTS**

1. Meets basic requirements.
2. The RN III candidate and Clinical Supervisor/Manager will mutually establish goals and objectives to complete identified activities.
3. In addition, meets five points or more from the criteria listed below within the year prior to application.
4. Registered Nurse III is maintained by meeting criteria each year. Application for renewal will take place at the time of the employee’s annual review.
5. Should an RN III fail to meet criteria for renewal of his/her status, the Registered Nurse will be given additional time to meet the criteria. Following the annual review, the Registered Nurse will be reevaluated at 3 months and at 6 months. If criteria have not been met to maintain RN III status at the six-month review, the Registered Nurse will be reclassified to an RN II (one level lower).
6. Appeal Should an RN fail to meet RN III criteria for renewal of their status at their annual review and after reevaluation at 3 months and 6 months, the RN may appeal the decision and submit their case to the LMAC for review and independent decision. LMAC decisions will be forthcoming within 30 days of submission (not subject to grievance process).

**CRITERIA FOR ADVANCEMENT (with assigned points) as verified by immediate supervisor.**

1. Possession of a Bachelor’s or Masters Degree related to the applicant’s position. (i.e., BSN).	1-point
2. Trained as a preceptor. Has precepted in the PAMF/PAD preceptor program for a minimum of 4 weeks (20 days) annually. Or assigned by Supervisor to orient new employees to the department and serve as a role model/mentor for the first 90 days of the new employee's employment. Completes departmental orientation check list, answers questions, explains department procedures/protocols and gives input on 90 day evaluations.	1-point
3. Actively participates on PAMF/PAD Committees, task forces, or quality teams focused directly on patient care and improving the patient care setting for: <p style="text-align: right;">12 hours per year 24 hours or more per year</p> Attendance verification of hours served is required. Time spent on related assignments and/or projects outside of meeting time will count towards committee participation time and must be approved by the supervisor in advance.	1-point 2-Points

4. Maintains professional certification in the Registered Nurse's area of clinical specialty/or ACLS certification.	1-point
5. Develops, gains approval, and completes a special individual project to improve the Clinical Setting .	1-point
6. Revises a current department specific policy, or develops a standardized procedure for use in a Clinical department (independent of NQA committee work).	1-point
7. Preparation and presentation of an in-service totaling 20-30 minutes or three (3) mini in-services on different subjects, each 5-10 minutes in length, that contributes to the professional growth of the staff. (Could be course material from a seminar or material from individual research).	1-point
8. Develops, gains approval, and implements educational material and/or new methods of clinical teaching that are used with patients on an ongoing basis.	1-point
9. Demonstrated ability to work in multiple clinical departments. Ability demonstrated by functioning as a Registered Nurse in 3 or more departments for at least one week in each department, within the past twelve months.	1-point
10. Functions independently by using and interpreting established standardized nurse treatment protocols and procedures in providing direct care to patients, including changes in treatment a) Functions independently 25% to 50% of the time. b) Functions independently more than 50% of the time	1-point 2-points
11. Completes nurse clinical training applicable to the Registered Nurse position at PAMF/PAD. Submits proof of completion and accumulates: 30 CEU's in year	1-point
12. Has served as a volunteer at PAMF/PAD-approved community event(s) for a minimum of 8 hours in the last 12-month period. (Note: To be approved by supervisor and Public Affairs Department in advance. There will be no compensation for participation, and documentation of participation must be submitted.)	1 point
13. Belongs to a professional organization and actively participates (e.g., publishes articles in a professional journal, presents information at a national conference, and/or serves on the Board).	1 point
14. Successfully completes a professional development certificate program offered by PAMF/PAD Organizational Development Department.	1 point

**APPENDIX B**

**SIDE LETTER OF AGREEMENT –  
FREMONT URGENT CARE AND OBSERVATION ROOM, RN IV REQUIREMENTS**

PALO ALTO MEDICAL FOUNDATION  
AND  
ENGINEERS AND SCIENTISTS OF CALIFORNIA, IFPTE LOCAL 20

The Palo Alto Medical Foundation (Employer) and ESC/IFPTE, Local 20 (Union) agree to meet by one year from the effective date of the current contract agreement in order to mutually develop and agree to an assessment of Registered Nurses in both the Urgent Care and Observation rooms at the Fremont Center. Such meetings, including times and places, shall be mutually agreed to. Time spent by employee representatives during these meetings shall be compensated for by the employer.

The outcome of the assessment will determine if Registered Nurses in these areas are performing complex procedures at the RN IV level and if an adjustment of their salaries will be made to the proper salary range.

**APPENDIX C**

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

<b>Plan Name</b>	<b>Sutter Health Retirement Income Plan</b>	<b>Sutter Health 403(b) Match Savings Plan</b>										
<b>Source of Contributions</b>	100% employer paid.	Employer match based on employee deferrals.										
<b>Eligibility</b>	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.										
<b>Plan Entry Date</b>	Date of hire.	Deferrals – Date of hire.										
<b>Vesting Schedule – New Hires</b>	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.										
<b>Grandfathered Vesting if employed 12/31/2007</b>	If employed on 12/31/2007 - 100% vested.	If employed on 12/31/2007 - 100% vested.										
<b>Benefit Formula</b>	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;"> <thead> <tr> <th>Years</th> <th>% Pay</th> </tr> </thead> <tbody> <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> </tbody> </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%											
<b>Grandfathered Formula</b>	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										
<b>Eligibility for Contribution</b>	1,000 hours of service in a calendar year.	Date of hire.										
<b>Frequency of Employer Contributions</b>	Employer contributions are added to account balance annually.	Per pay period.										
<b>Eligible Pay</b>	Total pay excluding standby, severance, penalty pay and reimbursements.	Compensation eligible for 403(b) deferrals.										

**APPENDIX C continued**

Plan Name	Sutter Health Retirement Income Plan	Sutter Health 403(b) Match Savings Plan
<b>Automatic Enrollment</b>	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.
<b>Automatic Escalation</b>	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.
<b>Directs Investments</b>	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.
<b>Investment Gains/Losses</b>	Gains/losses based on performance of investments selected by participant.	Gains/losses based on performance of investments selected by participant.
<b>Investment Options</b>	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> .
<b>In Service Distribution</b>	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.
<b>Single Lump Sum Distribution</b>	Single lump sum payout equal to value of account balance.	Single lump sum payout equal to value of account balance
<b>Optional Payment Forms</b>	Installment payments.	N/A
<b>Pre-Retirement Death Benefits</b>	<ul style="list-style-type: none"> <li>• Participants who die prior to termination are immediately vested</li> <li>• 100% of Account Balance paid to designated beneficiary</li> </ul>	<ul style="list-style-type: none"> <li>• Participants who die prior to termination are immediately vested</li> <li>• 100% of Account Balance paid to designated beneficiary</li> </ul>
<b>Withdrawal Options Loans or Hardship</b>	Not available	One outstanding loan at a time, hardship withdrawals available.

